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|---|------------------------------------|---|---|------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO 0091 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ NO | 5. PROJECT NO (If applicable) | |
| 6. ISSUED BY NNSA/Kansas City Site Office U.S. Department of Energy NNSA/Kansas City Site Office P.O. Box 410202 Kansas City MO 64141-0202 | CODE 05004 | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Honeywell Attn: JOHN MURRAY P. O. BOX 419159 KANSAS CITY MO 641416159 | | (x) | 9A. AMENDMENT OF SOLICITATION NO | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | x | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0000622 | |
| | | | 10B. DATED (SEE ITEM 13) 09/30/2010 | |
| CODE 007119050 | 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 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)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| 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) |
| x | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF P.L. 95-91, Contract Section B-7 |
| | 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.)

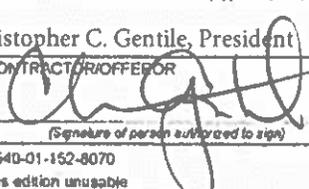
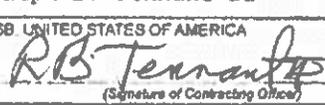
The purposes of this modification are to:

- update Section B to reflect the amount of Incentive Fee earned in Fiscal Year 2014
- incorporate a new FAR Clause related to Whistleblower Rights and Protection (FAR 52.203-17), and
- update the list of Key Personnel.

See Page 2.

Period of Performance: 10/01/2010 to 09/30/2015

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

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Christopher C. Gentile, President | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph B. Tennant II | |
| 15B. CONTRACT/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 12/19/14 | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 12/19/14 |

1. **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS** is updated as follows:

Section B-2, **CONTRACT TYPE AND VALUE**, paragraph (b)(2)(i) Performance Incentive Fee, Table I. Total Performance Incentive Fee Earned for FY 2014 is changed from "TBD" to "\$28,762,500."
2. **Part II – Contract Clauses. Section I Contract Clauses** is revised to include a new Clause related to Whistleblower Protection as follows.

I-143 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
 - (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908
 - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
3. **Part III – List of Documents, Exhibits, and Other Attachments. Section J, Appendix J, Key Personnel** is revised and replaced in its entirety with a new Appendix J (dated 12/10/14), attachment to this modification.
4. All other terms and conditions remain unchanged.

SECTION J**APPENDIX J****KEY PERSONNEL****12/10/2014****TITLE**

President
Vice President, Engineering
Vice President, Integrated Supply Chain
Director, Sr. Program Management Org.
Director, Integrated Supply Chain
Director, Engineering
Director, Quality
Director, Information Technology
Director, Finance
Director, Facilities, HS&E

NAME

Christopher C. Gentile
Robin Stubenhofer
Rick Lavelock
Vacant
Kurt Lorenzen
Bob Chaney
David Schoenherr
Matt Decker
Scott Aeilts
Don Fitzpatrick