



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
7575 Colshire Drive
McLean, Virginia 22109-7508

and

The Commonwealth of Virginia
110 South Seventh Street
Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	Amendment No. 33
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 2.0 of Schedule 10.1
Description of Approved Contract Change – Provide a brief description of contract change	Increases OFL for Contract Year One and decreases OFL for Contract Year Two.



This Modification No. 33 modifies the terms of the Comprehensive Infrastructure Agreement executed November 14, 2005 by the Commonwealth of Virginia and Northrop Grumman Information Technology, Inc. in accordance with Section 27.5 of the Agreement. This Modification No. 33 is hereby incorporated into and made an integral part of the Agreement. Except as specifically modified herein, all other terms and conditions of the Agreement remain unchanged.

Section 2.0 of Schedule 10.1 of the Comprehensive Infrastructure Agreement is hereby modified as follows:

For Contract Year One, in no event may the total of the following items exceed two hundred thirty million four hundred seventy three thousand eight hundred and seventy four dollars (\$230,473,874) and for Contract Year Two, in no event may the total of the following items exceed two hundred thirty million five hundred twenty six thousand one hundred and twenty six dollars (\$230,526,126): (a) the Retained Costs of the Commonwealth; (b) the costs of the Managed Employees; and (c) all Fees identified in Schedule 10.1 invoiced by Vendor to and payable by the Commonwealth under the Agreement. The calculation of the cost of the Managed Employees, which will vary in actual amount from month to month, is described in Section 7.0 below. The calculation of the actual Retained Costs of the Commonwealth will vary in actual amount from month to month. For illustration purposes only, Attachment 10.1.1 hereto (Estimated Retained Costs) sets forth an estimate of the Retained Costs of the Commonwealth by Contract Year. In any given Contract Year after Contracts Year One and Two, in no event may the total of the items described in (a), (b) and (c) above exceed two hundred thirty-six million dollars (\$236,000,000). If the total of the items described in (a), (b) and (c) above exceeds two hundred thirty million four hundred seventy three thousand eight hundred and seventy four (\$230,473,874) in Contract Year One, two hundred thirty million five hundred twenty six thousand one hundred and twenty six dollars (\$230,526,126) in Contract Year Two, or two hundred thirty-six million dollars (\$236,000,000) in any other Contract Year, then Vendor shall accept reduced payment for its final invoice for Fees hereunder so that the total of the items described in (a), (b) and (c) no longer exceeds the applicable Overall Fee Limitation, and, notwithstanding any other provision of this Schedule, the Commonwealth shall have no obligation to pay the amount by which the Fees were in excess. The Parties shall review Vendor's Fees on a quarterly basis to compare how such Fees currently measure and are projected to measure against the above-described Overall Fee Limitation and ensure that such amount is not exceeded on an annual basis.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

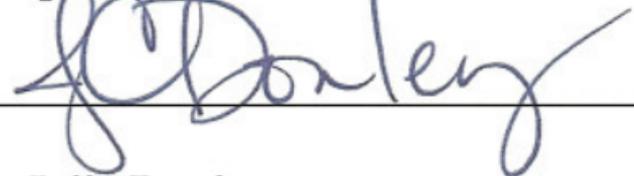
By: 

Name: Fred Duball

Title: SMO Director

Date: 6/28/2007

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Donley

Title: Contracts Director

Date: 28 June 2007