



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
7575 Colshire Drive
McLean, VA 22102-7508

and

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

Contract Number	VA-051114-NG
Amendment Number	55
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 10.16 and Schedule 10.1.
Description of Approved Contract Change – Provide a brief description of contract change	Remove Contract Year 2 Depreciation expenses from Retained Costs and adjust Contract Year 3 Overall Fee Limitation by same amount.



NORTHROP GRUMMAN

In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

The following paragraphs of CIA Section 10.16 and Schedule 10.1 are hereby modified as follows:

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

10.16 Depreciation

During Contract Year One and Two of the Agreement, any and all depreciation expenses that the Commonwealth has incurred or may incur shall be excluded, in total, from the Retained Cost of the Commonwealth, as defined in Schedule 10.1. This clause is retroactive to the Effective Date of the Agreement.

For the remainder of the Term of the Agreement, Vendor and the Commonwealth agree to discuss the appropriate treatment of such depreciation expenses. The estimated depreciation amounts to be addressed are as follows: a five hundred sixty-seven thousand dollar (\$567,000) reduction in Contract Year 3, a one hundred sixty-six thousand dollar (\$166,000) reduction in Contract Year 4, and a seven thousand dollar (\$7,000) reduction in Contract Year 5. Vendor and the Commonwealth agree to address the potential removal of depreciation from the Overall Fee Limitation for the remainder of the Term and take appropriate actions based on that outcome, which may include increases to the established Bundled Peripherals Unit Rates or increases to other established Unit Rates. The Parties also agree depreciation will be reviewed as soon as practicable in Contract Year 3.

Schedule 10.1 Fees

2.0 Overall Fee Limitation

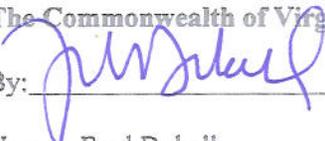
For Contract Year One, in no event may the total of the following items exceed two hundred thirty million four hundred seventy three thousand eight hundred and seventy four dollars (\$230,473,874), for Contract Year Two, in no event may the total of the following items exceed two hundred thirty million five hundred twenty six thousand one hundred and twenty six dollars (\$230,526,126), and for Contract Year Three, in no event may the total of the following items exceed two hundred thirty three million seven hundred sixty nine thousand and forty nine (\$233,769,049): (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, Two, and Three, 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, two hundred thirty three million seven hundred sixty nine thousand and forty nine (\$233,769,049) in Contract Year Three, 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: Director, Service Management
Organization

Date: 9-16-08

Northrop Grumman Information Technologies, Inc.

By:  _____

Name: James L. Dietz

Title: Contract Director

Date: 9-11-08