

2. AMENDMENT/MODIFICATION NO. 0123	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: MICHAEL GALLAGHER 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 334183766	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC30-10CC60025
		10B. DATED (SEE ITEM 13) 10/08/2009
CODE 073891921 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.

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	H.35 Performance Guarantee and Responsible Corporate Official; and By Mutual Agreement of Parties

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.)
Tax ID Number: 59-0940269
DUNS Number: 073891921
The purpose of this Administrative Modification is as follows:

A. Replace PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS; SECTION J - LIST OF ATTACHMENTS; Attachment H Performance Guarantee Agreement in its entirety. (See Below) The Guarantee dated January 07, 2009 and signed by Grahame Gibson, is hereby replaced in its entirety by the Guarantee November 21, 2014 and signed by Jack McCarthy. Upon the effective date of the mod, the Guarantee dated January 07, 2009 and signed by Grahame Gibson ceases to be valid and enforceable.

Continued ...

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnsell L. Christian		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/2014

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
H.35	<p>PERFORMANCE GUARANTEE AND RESPONSIBLE CORPORATE OFFICIAL</p> <p>If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement in Section J, Attachment H. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and several liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enter into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.</p> <p>Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:</p> <p>Name: Jack McCarthy</p> <p>Position: President</p> <p>Company/Organization: AMCP Security Holdings, L.P.</p> <p>Address: 289 Greenwich, 2nd Floor, Greenwich, CT 06830</p> <p>Phone: (646) 390-1661</p> <p>Facsimile: 646-390-1661</p> <p>Email: jmccarthy@alvarezandmarsal.com</p> <p>Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC30-10CC60025/0123

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. The contract total estimated cost (inclusive of options) remains at \$989,012,019.00.</p> <p>C. All other terms and conditions remain unchanged.</p> <p>Payment: OR for Savannah River U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4908 Oak Ridge TN 37831</p> <p>Period of Performance: 10/08/2009 to 09/30/2019</p>				