

CONTRACT MODIFICATION #2

1. CONTRACT NO: 200839	2. CONTRACT MODIFICATION NO.: 2	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: 22 nd Century Technologies, Inc.
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: NO CHANGE

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE

8. CONTRACTOR'S EXECUTION:

Name & Title: _____
(print or type)

Signature: _____

Date Executed: _____

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: Muhammad Abdullah, VP of Procurement & Chief Contracting Officer
(Print or type)

Signature: _____

Date Executed: _____

10. DESCRIPTION OF CONTRACT MODIFICATION:

This contract modification is made in accordance with Exhibit E-Revised-1, Contractual Terms, and Conditions, Section 19. CHANGES, to be made part of hereof for all pertinent purposes. The changes are as follows:

Refer to Exhibit A-Revised-3, FPR PRICING. Exhibit A Revised-3 is hereby replaced in its entirety with Exhibit A-Revised-4, attached hereto and incorporated herein for all pertinent purposes. This modification adds a new job description for Project Manager, Enterprise Project Portfolio Initiatives incorporating the fully burdened hourly rates as reflected in Items 23a, 23b, 23c of Section 7.B. BASE PERIOD 2 (Year 2 of the Contract) through Section 7.E . OPTION PERIOD 3 (Year 5 of the Contract).

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION #2