

SM&A
Form DEFA14A
December 19, 2008

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
SCHEDULE 14A**

**Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Pursuant to §240.14a-11(c) or §240.14a-12

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

SM&A

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(4) and 0-11.

1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

1) Amount Previously Paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:

FIFTH AMENDMENT TO SETTLEMENT AGREEMENT

This Fifth Amendment to Settlement Agreement (this Amendment) is entered into as of December 19, 2008, by and between SM&A, a Delaware corporation (the Company), and Steven S. Myers (Mr. Myers).

RECITALS

WHEREAS, the Company and Mr. Myers are parties to that certain Settlement Agreement entered into as of May 21, 2008 (the Settlement Agreement), as amended pursuant to which, among other things, the Company agreed to replace two members of its board of directors; and

WHEREAS, the Company and Mr. Myers desire to amend the Settlement Agreement to extend the period of time within which such board members must be replaced.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Mr. Myers hereby agree as follows:

1. Amendment. Paragraph (a) of Section 3 of the Settlement Agreement is hereby amended and restated to read in its entirety as follows:

- (a) On or before January 2, 2009 the Company shall, and shall cause its directors, officers and other representatives to, take all necessary actions to (i) obtain the resignation from the Board of two directors of the Company then serving on the Board, and (ii) appoint with immediate effect two individuals proposed by one or more of the Company's major stockholders (it being understood that Mr. Myers shall be deemed a major stockholder of the Company for the purposes of this Agreement) to fill the resulting vacancies on the Board (the New Directors), provided that the selection of the New Directors shall be mutually acceptable to the Company and its major stockholders.

2. Effect of Amendment. Except as otherwise expressly provided herein, the Settlement Agreement shall remain unchanged and shall continue in full force and effect. From and after the date hereof, any references to the Settlement Agreement shall be deemed to be references to the Settlement Agreement as amended by this Amendment.

3. Entire Agreement. This Amendment constitutes the entire agreement between the parties hereto with respect to the subject matter of this Amendment and supersedes all prior agreements, understandings and discussions, whether written or oral, with respect thereto.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Facsimile Execution. This Amendment may be may be executed by facsimile, and, upon such execution, shall have the same force and effect as an original.

6. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

SM&A

By: /s/ Cathy L. McCarthy
NameCathy L. McCarthy
Title: Chief Executive Officer

/s/ Steven S. Myers
STEVEN S. MYERS