AMENDMENT OF SOLIC	ITATION/MODI	FICATION OF CONTRACT	ī	L CONTRACT	TID CO	DE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PR	ROJECTA	O.(If applicable)
P00091  5. ISSUED BY CODE  MISSILE DEFENSE AGENCY (MDA)  17211 AVENUE D SUITE 160  DAHLGREN VA 22448-5154	15-Mar-2012 HQ0276	7. ADMINISTERED BY. (Ifother than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CC	DDE	S0305	A
8. NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	DR (No., Street, County.	State and Zip Code)	× }	B. DATED (	SEE IT F CON -6119	EM 11	ORDER NO.
CODE 15090	FACILITY CO	DE		14-May-2007		-des V	7.6
The above numbered solicitation is amended as set Offer most acknowledge receipt of this amendmen	t forth in Item 14. The hour and t prior to the hour and date spe	APPLIES TO AMENDMENTS OF SOLIC  I date specified for receipt of Offer  cified in the solicitation or as amended by one of the ent; (b) By acknowledging receipt of this amendment	is ie follo	extended.	_	not exten	ded.
REJECTION OF YOUR OFFER. If by virtue of the	is amendment you desire to ch the solicitation and this amer	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be diment, and is received prior to the opening hour an	e made	by telegramor l	etter,		
000.00000000000000000000000000000000000		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE					
A, THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		authority) THE CHANGES SET FORTH I	IN IT	EM 14 ARE	MADE	IN TH	E
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMEN	ORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FAR			ı as cha	mges in	paying
D. OTHER (Specify type of modification FAR 52.232-22 Limitation of Funds	and authority)						
E. IMPORTANT: Contractor X is not.	is required to si	gn this document and return	copie	es to the issuir	ng offic	ce.	
14. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to prov to invoice against ACRN DV SubCLIN 001 In modifications P00074 and P00083, under This modification administratively corrects	121974 ide delivery incentive fer 512 fo (b)(4) and er CLIN 0015 the ceiling v	e based on CLIN 0004 delivery schedule. ACRN EH SubCLIN 001515 for (b)(4) for all the control of	Ray	ytheon is here otal amount o	eby au	ithorize )	Î
Except as provided herein, all terms and conditions of the STAN NAME AND TITLE OF SIGNER (Typ		19A or 10A, as heretofore changed, remains unchange), (b),(6)	ged an	id in full force an	d effect.	rpe o	r print)
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNE	ED.				160	, DATE SIGNED
							-Mar-2012
(Signature of person authorized to sign)		-					STATE OF THE STATE

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM
The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)
SECTION B - SUPPLIES OR SERVICES AND PRICES
CLIN 0015 The estimated/max cost has increased by (b)(4) The total cost of this line item has increased by (b)(4)  Trom (b)(4)  Trom (b)(4)  Trom (b)(4)
SUBCLIN 001512
The CLIN extended description has changed from:  *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. (b)(4) was previously earned.
This is for CLIN 0004 Delivery Incentive to:  *Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. (b)(4) has been authorized for incentive fee earned for CLIN 0004 deliveries.
SUBCLIN 001515 The CLIN description has changed from: Funding for Potential Incentive Fee
To: Earned Incentive Fee.
The CLIN extended description has changed from:  *Funding in the amount of (b)(4) s obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.
To: Incentive fee earned for CLIN 0004 deliveries
(End of Summary of Changes)

ISSUED BY CODE HO  MISSILE DEFENSE AGENCY (MDA)  17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154  NAME AND ADDRESS OF CONTRACTOR (No. RAYTHEON MISSILE SYSTEMS COMPANY 1151 E HERMANS RD.  TUCSON AZ 85706-9967	7. ADMINISTERED BY (If oth DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		9A AMENDM 9B. DATED (S	DDE SO305	
ISSUED BY CODE HO MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154  NAME AND ADDRESS OF CONTRACTOR (No. PAYTHEON MISSILE SYSTEMS COMPANY 1151 E HERMANS RD. TUCSON AZ 85706-9367	7. ADMINISTERED BY (If oth DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	er (ban (tem6)	9A AMENDM	IENT OF SOL	
PAYTHEON MISSILE SYSTEMS COMPANY 1151 E HERMANS RD. TUCSON AZ 85706-9967	Street, County, State and Zip Code)				ICITATION N
1151 E. HERMANS RD. TUCSON AZ 85706-9367			9B. DATED (S		
				EE ITI'M 11	)
		×	10A. MOD. OI N00024-07-C-		
11 710	FACILITY CODE	X	10B. DATED 14-May-2007	(SEE ITEM )	3;
The above numbered solicitation is amended as set forth in It	SITEM ONLY APPLIES TO AMENDMEN	a OF SOLICE	is extended.	is not ex-	100
RECFIVED AT THE PLACE DESIGNATED FOR THE RE REJECTION OF YOUR OFFER, If by virtue of this amenda provided each telegramor letter makes reference to the solic ACCOUNTING AND APPROPRIATION DATA	rent you desire to change an offer already submitted, suc tation and this arrest dirent, and is received prior to the	h change my her	mde hy telegramor le	itter.	
See Schedule					
	APPLIES ONLY TO MODIFICATIONS OF C STHE CONTRACT/ORDER NO. AS DESCRI		(a)accompany		
B. THE ABOVE NUMBERED CONTRACT/ORDE office, appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS ENT D. OTHER (Specify type of modification and auch DEAPS 252.217-7027 Contract Definitization	NITEM 14, PURSUANT TO THE AUTHOR FERED INTO PURSUANT TO AUTHORIT	ITY OF FAR			
	is required to sign this decreases and seturn	4 //	uniae ta cha icculia	n william	
IMPORTANT: Contractor [ is not, [X]  DESCRIPTION OF AMENDMENT/MODIFICAT	is required to sign this document and return		opies to the issuin		
where feasible.) Modification Centrol Number.  [b)(6)  121697  iee page 2 for summary of changes					
6)	(b)(6)			(I R(Type)a	panOD-

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# The following items are applicable to this modification: BLOCK 14 ADD'L DESCRIPTION

This modification is to definitize the Undefinitized Contract Action (UCA) under Modification P00068, dated 20 September 2011 for the following CLINs:

- CLIN 0018 One (1) SM-3 Block IA Missile
- CLIN 0019 Twenty-two (22) SM-3 Block IA Missiles
- CLIN 0020 SM-3 Block IA Sustainment Engineering
- CLIN 0023 SM-3 Block IA Restart and Requalification

(b)(4)The total value of this definitzation Total Fee Total Cost and Total Maximum Delivery Incentive Fee (b)(4) This modification also provide funding for the following CLINs: (b)(4)CLIN 0018 under ACRN ET SubCLIN 001803 for a total amount o CLIN 0019 under ACRN GT SubCLIN 001902 for a total amount o (b)(4)CLIN 0020 under ACRN GT SubCLIN 002002 for a total amount of (b)(4)CLIN 0023 under ACRN GT SubCLIN 002303 for a total amount of For a total amount of (b)(4) This modification also decreases the ceiling and funding for CLIN 0015 by (b)(4)

The following attachments have been revised and are reflected in Section J:

- Contract Data Requirements Lists (CDRLs) CDRL (Data Item #'s A003, A004, A005, A006, A010, and A012)
- Attachment 3 Statement of Work
- Attachment 6 SM-3 Delivery Schedule
- Attachment 9 Government Furnished Equipment/Material (GFE/M)
- Attachment 16 Shipping Instructions

The following attachment is newly incorporated and is reflected in Section J:

Attachment 7 – Block IA Restart & Requalification Plan

\*\*The estimated costs and fees associated with this effort are based on the Forward Pricing Recommended Rates (FPRR). A mutually agreed to one-time use rate adjustment clause will be incorporated via a subsequent contract modification. The purpose of the clause is to document the agreement between the Government and Raytheon to adjust the rates upon approval of a Forward Pricing Rate Agreement (FPRA). A modification to incorporate the clause shall be executed within 30 days of execution of this modification.

# SUMMARY OF CHANGES

CECTION	A COL	LOTT ATTION	CONTRD A	OT FORM
SECTION.	A - 3(1)	ICITATION	AUNIKA	ULFURV

(b)(4)	is contract was decreased by (b)(4)	from (b)(4)	to

# SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015		
The estimated/max cost has decreased by (b)(4)	from (b)(4)	to (b)(4)
The total cost of this line item has decreased by (b)(4)	from (b)(4)	to(b)(4)
SUBCLIN 001516		
The CLIN extended description has changed:		
From		
Funding in the amount of (b)(4) is obligated for fu	irture delivery incentiv	ve fee earned for CLIN 0018.
Raytheon is not authorized to bill against the (b)(4)	until the Contractin	g Officer provides authorization.
То		
	irture delivery incentiv	ve fee earned for CLIN 0018.
Raytheon is not authorized to bill against the (b)(4)	until the Contractin	g Officer provides authorization
SUBCLIN 001517		
The CLIN extended description has changed:		
From	751/41	
PR# HQ0006211070 BASICFunding in the amount of	s obligat	ed for potential incentive fee earned.
Raytheon is not authorized to bill against the (b)(4)	until the Contracti	ng Officer provides authorization.
To	61/4)	
PR# HQ0006211070 BASICFunding in the amount of	is obligat	ed for potential incentive fee earned.
Raytheon is not authorized to bill against the (b)(4)	until the Contractir	ng Officer provides authorization

### CLIN 0018. The contract type has changed from COST to CPIF. The CLIN extended description has changed: The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile To: The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile. Deliveries: One (1) December 31, 2013 The target cost has increased by (b)(4) to (b)(4) fron(b)(4) The estimated/max cost has decreased by (b)(4) from (b)(4) The target profit/fee has increased by (b)(4) to(b)(4)The cost constraint NTE has been deleted. The total cost of this line item has decreased by (b)(4) from (b)(4) The maximum delivery incentive fee is (b)(4) The total value of CLIN 0018 with maximum delivery incentive is (b)(4) ITEM NO. SUPPLIES/SERVICES. QUANTITY. UNIT UNIT PRICE AMOUNT. (b)(4)0018 1 Unit SM-3 Block IA Missile CPIE The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile. Deliveries: December 31, 2013 One. (1)... FOB: Origin TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

AMOUNT

(b)(4)

C	N	0	O'	9
	 111.7		•	

The contract type has changed from COST to CPIF.

The CLIN extended description has changed

The contractor will manufacture, assemble, test and deliver 22 Block IA missiles

To:

The contractor will manufacture, assemble, test, and deliver twenty-two (22) Block IA missiles.

Deliveries:

Two (2) FTR & Nine (9) Eleven (11)

December 31, 2013. April 30, 2014

The target cost has increased by (b)(4) The estimated/max cost has decreased by (b)(4)

The target profit/fee has increased by ((b)(4) The cost constraint NTE has been deleted.

The total cost of this line item has decreased by (b)(4)

The maximum delivery incentive fee is (b)(4)

The total value of CLIN 0019 with maximum delivery incentive is

ITEM NO SUPPLIES/SERVICES 0019

QUANTITY 22

UNIT Unit

from (b)(4)

from

(b)(4) to (b)(4)

UNIT PRICE

(b)(4)

(b)(4)

SM-3 Block IA Missiles

CPIF

The contractor will manufacture, assemble, test, and deliver twenty-two (22)

Block IA missiles.

Deliveries:

Two (2) FTR & Nine (9)

December 31, 2013

Eleven (11) April 30, 2014

FOB: Origin

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

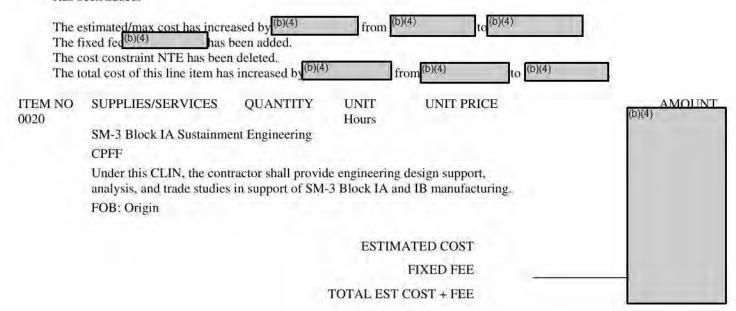
#### CLIN 0020

The contract type has changed from COST to CPFF.

#### The CLIN extended description:

Under this CLIN, the contractor shall provide engineering design support, analysis, and trade studies in support of SM-3 Block IA and IB manufacturing.

#### Has been added:



### **CLIN 0023**

The contract type has changed from COST to CPIF.

The CLIN extended description:

Under this CLIN, the contractor shall provide engineering support to restart and requalify the Block IA manufacturing line.

Has been added.

The estimated/max cos	t has decreased by (b)(4)	from <sup>(b)(4)</sup>	to (b)(4)	
The fixed fee (b)(4)	has been added,			
The cost constraint NT	E has been deleted.	The same	-4.50	
The total cost of this lin	ne item has increased by (b)(4)	from (b)(4)	to (b)(4)	

0023

QUANTITY

UNIT Lot UNIT PRICE

AMOUNT 4)

SM-3 Block IA Restart

SUPPLIES/SERVICES

**CPIF** 

ITEM NO

Under this CLIN, the contractor shall provide engineering support to restart and requalify the Block IA manufacturing line.

FOB: Origin



# SUBCLIN 001803 is added as follows:

ITEM NO 001803	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
001002	Incremental Funding				
	CPIF				
	PR# HQ000619501 BASIC	1			
	FOB: Origin				
				TARGET COST	
				TARGET FEE	
			TOTAL '	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	D BELOW TARGET	
	ACRN ET CIN: HO0006195010001				

The following have been added by full text:
DETERMINATION OF SCHEDULE INCENTIVE FEE
(Applicable to CLINs 0001, 0003, 0004, 0005, 0007, 0009, 0012, 0018, and 0019)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentive fees for achieving schedule as specified below.

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changed directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be basis for adjustment to the schedule specified should events dictate. Circumstances such as test plan changes may cause such action.

Schedule Incentive: The fee payable under this contract shall be equal to percent of the target cost of each missile DD250's one day before the contract delivery date, as stated in Attachment 6, which is the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the due date is the next working day. Any missile delivered late to the contract required date shall earn to fee.

- (1) The fee payable under this contract shall be increased by (b)(4) for every day, up to 60 calendar days (for maximum of an additional (b)) that a missile is DD250's ahead of contract required delivery date.
- (2) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (3) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provider evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. MDA/AB determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

The following have been modified:
Cost Plus Incentive Fee Schedule
Applicable to CLINS 0018 and 0019
(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)
Total Estimated Costs (b)(4)
Cost of Money
Target Cost
COST INCENTIVE:
Minimum Fee
Target Fee
Maximum Fee
Share Ratio Above Target Share Ratio Below Target
SCHEDULE INCENTIVE: *
1 day ahead of schedule (See Attachment 6)
30 days ahead
60 days ahead
*Calculated per missile and is prorated by day (b)(4) per day) ahead of contract, up to 60 days.  ** The target cost of each missile shall be determined based on the target cost of the applicable CLIN
SUMMARY:
Minimum Fee (min fee cost, no schedule)
Target Fee (target fee cost, 1 day ahead of schedule)
Maximum Fee (max fee cost, 60 days ahead of schedule)

# Cost Plus Incentive Fee Schedule

A .	anl	ion	bla	to	CI	IN	0023	2
A	וטכ	Ica	Die	w	LL	LIN	UUZ	)

\*This is a cost incentive CLIN only. There is no schedule incentive associated with this CLIN.

Total Estimate	d Costs	(0)(4)	
Cost of Money	r		
Target Cost			
COST INCEN	TIVE:		
Minimum Fee			
Target Fee			
Maximum Fee			
Share Ratio	Above Target Below Target	(b)(4)	

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001803:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY Origin Government Government

The following have been added by full text:

#### H-AEGIS-01 LEVEL OF EFFORT (FEB 2011)

a. The contractor agrees to provide the total level of effort specified in this clause in the performance of the work described in Section B and the statement of work of this contract. The total level of effort for the performance of this contract shall be (b)(4) otal man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort. The following table breaks out the hours identified above by CLIN:

CLIN HOURS 0020 (b)(4)

b. Of the total man-hours of direct labor set forth above, it is estimated that (b)(4) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

- c. Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Section B and the statement of work.
- d. The level of effort for this contract shall be expended at an average rate of approximately <u>TBD via Technical Instruction</u> hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- e. If, during the terms hereof, the contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the contractor shall notify the contracting officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the contracting officer. Any agreement to accelerate will be formalized by contract modification.

- f. The Contracting Officer may, by written order, direct the contractor to accelerate the expenditure of direct labor such that the man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The contractor shall acknowledge this order within five days of receipt.
- g. If the total level of effort specified in paragraph (a) above is not provided by the contractor during the period of the contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)/Required LOE

Or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22) as applicable, require the contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

- h. The contractor shall provide and maintain an accounting system, acceptable to the Defense Contract Management Agency (DCMA) and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated or uncompensated, if any) provided in fulfillment of the level of effort obligations for this contract. The contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- i. Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the contracting officer with copies to the cognizant DCMA and DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- j. Unless the contracting officer determines that alternate worksite arrangements are detrimental to contract performance, the contractor may perform up to of the hours at an alternative worksite, provided the contractor has a company approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the contractor's alternative worksite plan. In the event performance becomes unacceptable, the contractor will be prohibited from counting those hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the contractor's election to implement an alternative worksite plan.
- k. Notwithstanding any of the provisions in the above paragraphs, the contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0018 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 31-DEC-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001803:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 31-DEC-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0019 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-APR-2014	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0020 has been changed from:

POP 01-SEP-2011 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276 30-MAR-2012 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
		N/A	17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 28-FEB-2014	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0023 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-APR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276
		FOB: Origin	

# Accounting and Appropriation Summary for the Payment Office SUBCLIN 001516: 2520 HO000619501 000001 000001 ET: 044411 097 0300 000 N 20102012 D 10950000000 (CIN HQ0006195010001) was decreased by (b)(4) SUBCLIN 001517: GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 260 710000 (CIN HQ0006299570015) was decreased by (b)(4) from (b)(4) SUBCLIN 001803: Funding on SUBCLIN 001803 is initiated as follows: ACRN: ET CIN: HQ0006195010001 Acctng Data: 044411 097 0300 000 N 20102012 D 10950000000 2520 HQ000619501 000001 000001 Increase (b)(4) Total: (b)(4) SUBCLIN 001902: 710000 260 GT: 044411.097 0300.000 N 20112013 D 2520 PR SPD09 (CIN HQ0006299570019) was increased by (b)(4) from from (b)(4) SUBCLIN 002002: 710000 260 GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 HO0006299570020) was increased by (b)(4) from (b)(4) P3-FY1113 (CIN HQ0006299570020) was increased by (b)(4) SUBCLIN 002303: 710000 260 GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 (CIN HQ0006299570023) was increased by (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107.					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111.					30-Apr-08.
000112					31-Dec-08
000113					30-Apr-08
000114.					31-Dec-08.
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001.					
Total					0.000
					29-Feb-08
000301.					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08

000307         30-Sap-08           000309         31-Dec-08           000310         28-Feb-11           000311         31-Dec-08           000312         31-Dec-08           000313         31-Dec-08           000314         31-Dec-08           000315         31-Dec-08           000316         28-Feb-11           000319         30-Sap-09           000321         30-Sap-09           000322         30-Sap-09           000323         30-Sap-09           000324         30-Sap-09           000325         30-Sap-09           000327         30-Sap-09           000327         30-Sap-09           000329         30-Sap-09           000321         30-Sap-09           000322         30-Sap-09           000323         30-Sap-09           000324         30-Sap-09           000325         30-Sap-09           000326         30-Sap-09           000337         30-Sap-09           000330         30-Sap-09           000331         30-Sap-09           000333         30-Sap-09           000334         30-Sap-09	000307 (b)(4)	30-Sep-08
000309         31-De-08           000310         28-Feb-11           000311         31-De-08           000313         31-De-08           000314         31-De-08           000315         31-De-08           000316         31-De-08           000317         28-Feb-11           000318         30-Sep-09           000320         30-Sep-09           000321         30-Sep-09           000322         30-Sep-09           000323         30-Sep-09           000324         30-Sep-09           000325         30-Sep-09           000326         30-Sep-09           000327         30-Sep-09           000328         30-Sep-09           000329         30-Sep-09           000331         30-Sep-09           000332         30-Sep-09           000333         30-Sep-09           000334         30-Sep-09           000335         30-Sep-09           000336         30-Sep-09           000337         30-Sep-09           000338         30-Sep-09           000339         30-Sep-09           000340         30-Sep-09 <td< td=""><td>C1 7 2 7</td><td>1.0</td></td<>	C1 7 2 7	1.0
000310       28-Feb-11         000311       31-Dec-08         000313       31-Dec-08         000314       31-Dec-08         000315       31-Dec-08         000317       28-Feb-11         000318       30-Sep-09         000319       30-Sep-09         000320       30-Sep-09         000321       30-Sep-09         000322       30-Sep-09         000323-4       30-Sep-09         000324-6       30-Sep-09         000327-7       30-Sep-09         000328-7       30-Sep-09         000329-0       30-Sep-09         000320-0       30-Sep-09         000331-0       30-Sep-09         000322-0       30-Sep-09         000333-0       30-Sep-09         000331-0       30-Sep-09         000332-0       30-Sep-09         000333-0       30-Sep-09         000333-0       30-Sep-09         000334-0       30-Sep-09         000335-0       30-Sep-09         000336-0       30-Sep-09         000337-0       30-Sep-09         000338-0       30-Sep-09         000337-0       30-Sep-09         <	1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1. 18 1.	
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000340       30-Sep-10         000341       28-Feb-11         CLIN 0003       30-Sep-08         000401       30-Sep-08         000402       30-Sep-08         000403       30-Sep-08         000404       31-Mar-09         000405       31-Jan-10         000406       31-Dec-11         000407       31-Dec-11	APRIL 2 APRIL 2	20 51 102
000341       28-Feb-11         CLIN 0003       30-Sep-08         000401       30-Sep-08         000402       30-Sep-08         000403       30-Sep-08         000404       31-Mar-09         000405       31-Jan-10         000406       31-Dec-11         000407       31-Dec-11	33734073	100 C C C C C C C C C C C C C C C C C C
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000402       30-Sep-08         000403       30-Sep-08         000404       31-Mar-09         000405       31-Jan-10         000406       31-Dec-11         000407       31-Dec-11	Total	
000402       30-Sep-08         000403       30-Sep-08         000404       31-Mar-09         000405       31-Jan-10         000406       31-Dec-11         000407       31-Dec-11	000.101	20.0
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000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506 001507		30-Apr-10 31-Dec-11
001507		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517	5.4	30-Apr-14

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CLIN 0015 Total	N=10.7K	
Total		
001601		28-Feb-1
001602		28-Feb-1
001603		28-Feb-1
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001607		28-Feb-1
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001631		28-Feb-1
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001637		28-Feb-1
001637		28-Feb-1
001639		28-Feb-1
001640		28-Feb-1
001641		28-Feb-1
001642		28-Feb-1
001642		28-Feb-1
001644		28-Feb-1
001044		20-1-00-1

(b)(4)	26 F.L 12
001645	28-Feb-12
001646	28-Feb-12
001647	28-Feb-12
001648	28-Feb-12
001649	28-Feb-12
001650	28-Feb-12
001651	28-Feb-12
001652	28-Feb-12
001653	28-Feb-12
001654	28-Feb-12
001655	28-Feb-12
001656	28-Feb-12
001657	28-Feb-12
001658	28-Feb-12
001659	28-Feb-12
001660	28-Feb-12
001661	28-Feb-12
001662	28-Feb-12
CLIN 0016	The second secon
Total	
001701	31-May-12
CLIN 0017	
Total	
001801	31-Dec-13
001802	31-Dec-13
001803	31-Dec-13
CLIN 0018	10 Table 31
Total	
001901	30-Apr-14
001902	30-Apr-14
001903	30-Apr-14
CLIN 0019	
Total	
002001	28-Feb-14
002002	28-Feb-14
002003	28-Feb-14
CLIN 0020	2.30 - 20-20-0
Total	
002101	30-Sep-11
002102	30-Sep-11
002103	30-Sep-11
CLIN 0021	30-Sep-11
Total	

002301	(b)(4)
002302	
002303	
002304	
CLIN 0023	
Total	
Grand Total	

30-Apr-13 30-Apr-13 30-Apr-13

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

### G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0023, Option 0024, if exercised, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

#### H-31 TECHNICAL COGNIZANCE (JUN 2011)

a The Aegis Ballistic Missile Defense (AB) Program Office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position		Authority	Office Symbol
(b)(6)	COTR	COTR Appointment Letter	MDA/AB

- b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.
- c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.
- d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.
- e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position	1_
Title/Position (b)(6)	COR

Authority COR Appointment Letter Office Symbol MDA/AB

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction

which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

# SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# The following have been modified:

### Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages	
A	Contract Data Requirements List, DD Form 1423	March 2012		23
Attachment	Title	Date	Pages	
1	CDRL Addressee List	February 2008		2
2	CDRL Distribution List	August 2009		4
3	Statement of Work	March 2012		55
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008		11
5	Manufacturing Components Parts List	September 2009		2
6 7	SM-3 Program Schedule	March 2012		2 2
7	Block IA Restart & Requalification Plan	July 2011		51
8	Transfer Material List	March 2011		3 8
9	Government Furnished Equipment and Material (GFE/M) List	March 2012		8
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000		47
11	ECP Leader Instruction	06 February 2002		8
12	SM-3 AUR Processing Requirements REV C	November 2008		28
13	Software/Technical Data to be Furnished to the Government with Limited or Restricted Data Rights	December 2010		6
14	Work Breakdown Structure (WBS)	March 2011		3
15	Work Breakdown Structure (WBS) Dictionary	March 2009		9
16	Shipping Instruction Data	March 2012		6
17	Block 1A Configuration	February 2008		1
18	Cost and Software Data Reporting Plan DD2794	March 2011		15
19	FMS SM-3 Blk IA Configuration	March 2006		2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010		4
21	Organizational Conflict of Interest (OCI)	July 2009		3
22	Flight Test Kits	February 2008		1
23	Block IB Flight & Tactical Missile Confuguration	December 2010		1

(End of Summary of Changes)

AMENDMENT OF SOLICITATI	ON/MODIFICAT	ION OF CONTRACT		V		1 1
2. AMENDMENT/MODIFICATION NO.	30-Apr-2012	4. REQUISITION/PURCHASE REQ. 1 SEE SCHEDULE	NO.		5. PROJECT	NO.(If applicat
6. ISSUED BY CODE. MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (If other than DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	item 6)	co	DE   S030	5A
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	tate and Zip Code)	-1-1	9A. AMENDMI	ENT OF SOL	ICITATION
RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9B. DATED (SE	E ITEM 11)	
			x	10A. MOD. OF N00024-07-C-	CONTRACT 6119	ORDER NO
CODE 15090	FACILITY COL	DF.	x	10B. DATED ()	SEE ITEM I	3)
		IES TO AMENDMENTS OF SOLIC	CITATION	NS .		
12. ACCOUNTING AND APPROPRIATION D. See Schedule	ATA (If required)			SES SEE 1 17, 1880		
	ATA (If required)					
13. THIS ITEM		ODIFICATIONS OF CONTRACTS	1 2 3 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			
A. THIS CHANGE ORDER IS ISSUED PUR		RDER NO. AS DESCRIBED IN IT		EM IA ADE MA	DE IN THE	
office, appropriation date, etc.) SET FORT  C. THIS SUPPLEMENTAL AGREEMENT IS  X D. OTHER (Specify type of modification and	ENTERED INTO PUR					
Mutual Agreement of the Parties		41.1			67	
E. IMPORTANT: Contractor is not,  14. DESCRIPTION OF AMENDMENT/MODIF		n this document and return	_	ies to the issuing		
where feasible.) Modification Control Number: The purpose of this modification is provide a costs to the Government.  Except as provided herein, all other terms a	no cost period of peri					
5)	cument referenced in (to nt)  c+ Nego Fato  150 DATE SIGNED	m 9A (b)(6)	in in the	and in the Edition	pe or p	orint) Of C Dayre sign
	5/2/12				5	111/1

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0021 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	POP 15-JUL-2010 TO 30-APR-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	POP 15-JUL-2010 TO 30-APR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

(End of Summary of Changes)

AMENDMENT OF SOLIC	TATION/MODI	FICATION OF CONTRACT		L.CONTRACT	ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicable)
P00094	21-May-2012	SEE SCHEDULE				
I. ISSUED BY COD MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	E HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		co	DE   S030	5A
8. NAME, AND ADDRESS OF CONTRACT RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	OR (No., Street, County,	State, and Zip Code)	×	9B. DATED (S	EE ITEM I CONTRAC 6119	T/ORDER NO.
CODE 15090	FACILITY CO	DE	Х		(6999 11 911	
		APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includ RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER, If by virtue of t provided each telegram or letter makes reference t	copies of the amendmes a reference to the solicitation of THE RECEIPT OF OFFERS his amendment you desire to choose solicitation and this amer	scilied in the solicitation or as amended by one of tent; (b) By acknowledging receipt of this amendment and amendment. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIES tange an offer already submitted, such change may be doment, and is received prior to the opening hour a	ent or ACK: D MA	n each copy.of the of NOWLEDGMENT AY RESULT IN Ide by telegramor le	TO BE	
2. ACCOUNTING AND APPROPRIATIO See Schedule	N DATA (If required)					
		TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PE CONTRACT ORDER NO. IN ITEM I	URSUANT TO: (Specify		77.7.7.		MADE IN T	HE
B. THE ABOVE NUMBERED CONTRAGORICE, appropriation date, etc.) SET F	FORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA			as changes in	n paying
D. OTHER (Specify type of modification FAR 52,222-32, Limitation of Funds	and authority)					
. IMPORTANT: Contractor X is not	is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MO where feasible.) Modification Control Number: (b)(6) The purpose of this modification is provid Except as provided herein, all other terms	122760 e funding in the total amo	ount of (b)(4)			ect matter	
Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Typ	(the document referenced in Item pe or print)	n9A or (b)(6)		an buc	pe	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE					C. DATE SIGNED 21-May-2012
(Signature of person authorized to sign)		(Signature of Contracting Of	lice	r)		

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

### SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001663 is added as follows:

ITEM NO 001663	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
001003	Incremental Funding				
	CPIF				
	PR# HQ0006215729 BAS	SIC			
	FOB: Destination				
	PURCHASE REQUEST I	NUMBER: HQ00	06215729		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATI	O ABOVE TARGET	
		S	HARE RATI	O BELOW TARGET	
	ACRN GW CIN: HQ0006215729000	i.			

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification (b)(4) to (b)(4)	tion, the total funded amount for this document was i	ncreased by (b)(4)
SUBCLIN 001663:		
Funding on SUBCLIN 001663 i	s initiated as follows:	
ACRN: GW		
CIN: HQ00062157290001		
Acctng Data: 044411.097 710000 255	0400 000 N 20122013 D 2520 XC SPD09_FY12	A3-FY1213
Increase: (b)(4)		
Total: (b)(4)		

The following have been modified:

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee, The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

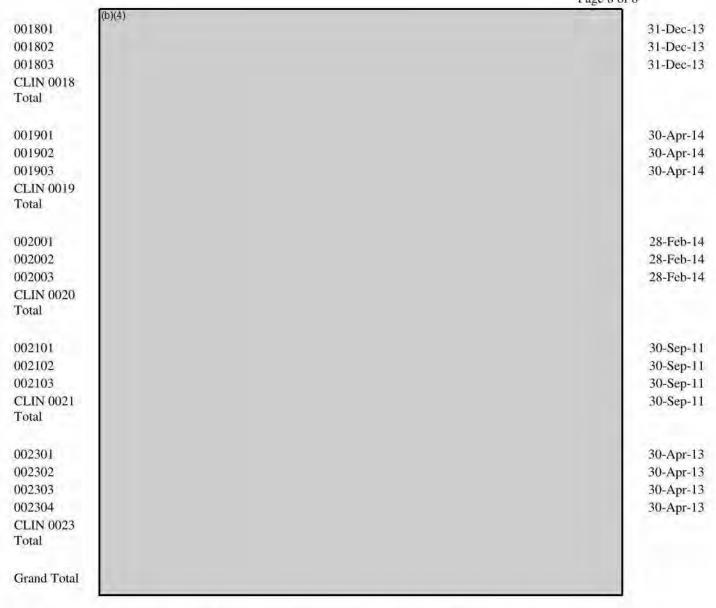
	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08

000107	(b)(4)	31-Jul-08
000108		31-Jul-08
000109		30-Apr-08
000110		31-Jul-08
000111		30-Apr-08.
000112		31-Dec-08
000113		30-Apr-08.
000114		31-Dec-08.
000115		31-Dec-08
000116		31-Dec-08
000117.		30-Jun-09.
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		20 100 10
Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08.
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08 31-Dec-08
000313		31-Dec-08 31-Dec-08
000314 000315		31-Dec-08 31-Dec-08
000313		31-Dec-08
000316		28-Feb-11
000317		30-Sep-09.
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09.
000321		30-Sep-09
000322		30-Sep-09
000323		
000324		30-Sep-09
		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09.
000329		30-Sep-09.
000330		30-Sep-09

	rage 3 01 8	
000331 (b)(4	3	30-Sep-09
000332	3	30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339	2	28-Feb-11
000340	3	30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401	3	30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		1-Mar-09
000405		31-Jan-10
000406		1-Dec-11
000407		1-Dec-11
000408		1-Dec-11
CLIN 0004		2.10.00
Total		
000501	3	0-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		0-Mar-09
CLIN 0007		
Total		
000801		0
CLIN 0008		
Total		
000901	3	1-Dec-09
000902		30-Oct-10
CLIN 0009		Action and the same
Total		
001302	3	1-Mar-11
001303		1-Mar-11
CLIN 0013		1
Total		

001402	(b)(4)	31-Mar-11
CLIN 0014		1227220
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
CLIN 0015		
Total		
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12
001615		28-Feb-12
001616		28-Feb-12
001617		28-Feb-12
001618		28-Feb-12
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622	14	28-Feb-12
001623	H-ber	28-Feb-12

001624 (b)(4)	1810 Tel 11 Tel 1
001024	28-Feb-12
001625	28-Feb-12
001626	28-Feb-12
001627	28-Feb-12
001628	28-Feb-12
001629	28-Feb-12
001630	28-Feb-12
001631	28-Feb-12
001632	28-Feb-12
001633	28-Feb-12
001634	28-Feb-12
001635	28-Feb-12
001636	28-Feb-12
001637	28-Feb-12
001638	28-Feb-12
001639	28-Feb-12
001640	28-Feb-12
001641	28-Feb-12
001642	28-Feb-12
001643	28-Feb-12
001644	28-Feb-12
001645	28-Feb-12
001646	28-Feb-12
001647	28-Feb-12
001648	28-Feb-12
001649	28-Feb-12
001650	28-Feb-12
001651	28-Feb-12
001652	28-Feb-12
001653	28-Feb-12
001654	28-Feb-12
001655	28-Feb-12
001656	28-Feb-12
001657	28-Feb-12
001658	28-Feb-12
001659	28-Feb-12
001660	28-Feb-12
7007 C (10000)	
001661	28-Feb-12
001662	28-Feb-12
001663	30-Sep-12
CLIN 0016 Total	
001701	31-May-12
CLIN 0017	
Total	



- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

	ITATION/MODI	FICATION OF CONTRAC	T	1.CONTRACT		PAGE OF PAGES
MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 24-May-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			3. PROJECT	NO (Ifopplicable)
SSUED BY CODE	1 2 2 2 2 2	7. ADMINISTERED BY (If other than items	61	CO	DE   S030	5.0
IISSRE DEFENSE AGENCY (MDA) 7211 AVENUE D SUITE 180 AHLGREN VA 22448-5154	PLUZIO	DCMA HAYTHEON TUCSON BLDG 80 MS 4-2 TUCSON AZ 85734 1337		-	0030	<b>3</b> 0
NAME AND ADDRESS OF CONTRACTO	OR (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO.
1151 E. HERMANS R.D. TUCSON AZ 85708-9387				9B. DATED (S	27000	
			×	10B. DATED		T/ORDER NO.
DDE 15090	FACILITY CO	DE	×	14-May-2007	(CALLE ET LITT	151
		APPLIES TO AMENDMENTS OF SOI	LICIT	ATIONS		
RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by vinue of the provided each telegramor letter makes reference to ACCOUNTING AND APPROPRIATION	is amendment you desire to che the solicitation and this amer	nange an offer already submitted, such change m	ny be m	de by telegramor le	tier,	
See Schedule	PPEN APPLIES ON THE	TO MODIFICATIONS OF COLUMN 1	THE CO.	DCDE.		
		TO MODIFICATIONS OF CONTRAC ACT/ORDER NO. AS DESCRIBED IN I		Service of the servic		
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	DA.					
office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL ACREEMENT	ORTH IN ITEM 14, PUI I IS ENTERED INTO P	RSUANT TO THE AUTHORITY OF F			as changes in	n paying
C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification a Mutual Agreement Between the Parties IMPORTANT: Contractor is not.	ORTH IN ITEM 14, PUI T IS ENTERED INTO P and authority)  Is required to si	RSUANT TO THE AUTHORITY OF FURSUANT TO AUTHORITY OF:	cop	oies to the issuin	g affice.	n paying
office, appropriation date, etc.) SET FC.  THIS SUPPLEMENTAL ACREEMENT  OF OTHER (Specify type of modification a wutual Agreement Between the Parties MPORTANT: Contractor is not.)  DESCRIPTION OF AMENDMENT/MOD where feasible.)  Modification Control Number: (b)(6)  the purpose of this modification is to adjust the Schedule* and "Determination of Schedule trachment 6 - SM-3 Program Delivery Schedule trachment 6 - SM-3 Program Delivery Schedule*	DRTH IN ITEM 14, PUI I IS ENTERED INTO P and authority)  X is required to si DIFICATION (Organized 22812 If the delivery schedule adule incentive Fee" have hedule has been update	gn this document and return 1 d by UCF section headings, including solution CLINs 0004, 0016, and 0024. Section been updated to reflect the changes and to reflect the delivery schedule for the deliver	condicitation B is for CLINS	oies to the issuin ion/contract subj clauses "Cost F CLINS 0016 and 0004, 0016, and	g office. ect matter lus incentivo	
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office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL ACREEMENT D. OTHER (Specify type of modification a Mutual Agreement Between the Parties IMPORTANT: Contractor is not.  DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to adjust the Schedule* and "Determination of Sche ttachment 6 - SM-3 Program Delivery Schedule* as proivided herein, all other terms a	DRTH IN ITEM 14, PUI I IS ENTERED INTO P and authority)  X is required to si DIFICATION (Organized 22812 If the delivery schedule adule incentive Fee" have hedule has been update and conditions of the co	gn this document and return 1  d by UCF section headings, including solution of the country of t	condicitation B is for CLINS	oies to the issuin ion/contract subj clauses "Cost F CLINS 0016 and 0004, 0016, and	g office. ect matter lus incentivo	
office, appropriation date, etc.) SET FC  THIS SUPPLEMENTAL AGREEMENT  O OTHER (Specify type of modification a Mutual Agreement Betw eeen the Partles  MPORTANT: Contractor is not,  DESCRIPTION OF AMENDMENT/MOD where feasible.)  Modification Control Number: (b)(6)  e purpose of this modification is to adjus es Schedule* and "Determination of Sche ttachment 6 - SM-3 Program Delivery Sch  cept as proivided herein, all other terms a	DRTH IN ITEM 14, PUI I IS ENTERED INTO P and authority)  X is required to si DIFICATION (Organized 22812 If the delivery schedule adule incentive Fee" have hedule has been update	gn this document and return 1  d by UCF section headings, including solution of the country of t	condicitation B is for CLINS	oies to the issuin ion/contract subj clauses "Cost F CLINS 0016 and 0004, 0016, and	g office. ect matter dus incentivo 0024. d 0024.	
office, appropriation date, etc.) SET FC  THIS SUPPLEMENTAL AGREEMENT  O OTHER (Specify type of modification a Mutual Agreement Betw eeen the Partles  MPORTANT: Contractor is not,  DESCRIPTION OF AMENDMENT/MOD where feasible.)  Modification Control Number: (b)(6)  e purpose of this modification is to adjus es Schedule* and "Determination of Sche ttachment 6 - SM-3 Program Delivery Sch  cept as proivided herein, all other terms a	DRTH IN ITEM 14, PUI T IS ENTERED INTO P and authority)  X is required to si DIFICATION (Organized 22812 If the delivery schedule edule incentive Fee" hav hedule has been update and conditions of the co	gn this document and return 1 d by UCF section headings, including solution of the country of th	condicitation B is for CLINS	oies to the issuin ion/contract subj clauses "Cost F CLINS 0016 and 0004, 0016, and	g office. ect matter  Pus Incentive 0024. d 0024.	0
office, appropriation date, etc.) SET FC. THIS SUPPLEMENTAL ACREEMENT  O OTHER (Specify type of modification a Mutual Agreement Betw eeen the Partles MPORTANT: Contractor is not.)  DESCRIPTION OF AMENDMENT/MOD where feasible.)  Modification Control Number: (b)(6)  the purpose of this modification is to adjust the season of the control of the season o	DRTH IN ITEM 14, PUI I IS ENTERED INTO P and authority)  X is required to si DIFICATION (Organized 22812 If the delivery schedule adule incentive Fee" have hedule has been update and conditions of the co	gn this document and return 1 d by UCF section headings, including solution of the country of th	condicitation B is for CLINS	oies to the issuin ion/contract subj clauses "Cost F CLINS 0016 and 0004, 0016, and	g office.  ect matter  Aus incentive 0024. d 0024.	or print)

#### SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES
The following have been modified:
Cost Plus Incentive Fee Schedule Applicable to ONLY CLIN 0016
Total Estimated Costs (b)(4)
Cost of Money
Target Cost
COST INCENTIVE:
Minimum Fee
Target Fee
Maximum Fee
Share Ratio Above Target Share Ratio Below Target SCHEDULE INCENTIVE: On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the "Determination of Schedule Incentive Fee" clause for CLINs 0016 & 0024, as stated in Section B
(b)(4)
• The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) o account for the forfeiture of delivery incentive fee for the last four (4) rounds to be delivered in April 2013.

• The Target cost of each missile shall be determined based on the target cost of the applicable CLIN

			(b)(4)	
Total Estimated Costs				
Cost of Money				
Target Cost				
COST INCENTIVE:				
Minimum Fee				
Target Fee				
Maximum Fee				
	Above	(b)(4)		
Share Ratio	Target Below			
Share Ratio	Target			

#### SCHEDULE INCENTIVE:

Cost Plus Incentive Fee Schedule

 The schedule incentive fee is based on the All Up Round (AUR) and the cumulative target cost of CLINs 0017 and 0024.



- On Schedule No later than 1 day prior to the contract delivery dates (See Attachment 6) and no
  earlier than as specified in the "Determination of Schedule Incentive Fee" clause for CLINs 0024, if
  exercised as stated in Section B.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN.

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

# DETER OF SCHD CLINS 16 & 17 DETERMINATION OF SCHEDULE INCENTIVE FEE (Applicable to CLINs 0016 and Option 0024, if exercised)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentive fees for achieving schedule as specified below.

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changes directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be a basis for adjustment to the schedule specified should events dictate. Circumstances such as test plan changes may cause such action.

Schedule Incentive: The fee payable under this contract shall be equal to percent of the target cost of each missile DD250'd based on the contract delivery dates in Attachment 6 as follows:

CLIN 0016: 1 round from date of award through 31 May 2012; 1 round starting 01 January 2012 through 30 June 2012; 5 rounds starting 01 June 2012 through 31October 2012; 8 rounds in starting 01 August 2012 through 31January 2013; 9 rounds starting 01 November 2012 through 30 April 2013.

Option CLIN 0024: 9 rounds starting 01 February 2013 through 31 July 2013.

Any missile delivered late to the contract required date (See Attachment 6) shall earn fee.

- MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (2) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provided evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. MDA/AB determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

**The total	delivery incentive fee pool for CLIN 0016 has been decreased by	(b)(4) fro	om (b)(4)	to	
(b)(4)	to account for the forfeiture of delivery incentive fee for the last fe	our (4) round:	s to be delivered	in /	April
2012					

Option CLIN 0024 - Use of Material

The Government agrees that, if it should procure additional SM-3 Block IB rounds, then the next nine (9) rounds of SM-3 Block IB hardware shall include the 9 units of in-process hardware initiated under HQ0276-08-C-0001 (CLIN 0001) and currently in-process at Raytheon. All such hardware must conform to all of the contractually mandated requirements. At the Government's election, it may merge this hardware with additional procurement items without affecting the option pricing.

HQ0276

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 30-APR-2008 TO N/A MISSILE DEFENSE AGENCY (MDA)

31-JUL-2012 (b)(6)MDA/AB 17211 AVENUE D SUITE 160 **DAHLGREN VA 22448-5154** 

> 703 271-6755 FOB: Origin

To:

UIC DELIVERY DATE QUANTITY SHIP TO ADDRESS

POP 30-APR-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HO0276

(b)(6)30-SEP-2012 MDA/AB 17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154 703 271-6755

FOB: Origin

The following Delivery Schedule item for CLIN 0016 has been changed from:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS UIC

POP 24-MAR-2011 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276

31-MAR-2013 17211 AVENUE D SUITE 160

**DAHLGREN VA 22448-5154** 

FOB: Origin

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 24-MAR-2011 TO HQ0276 N/A MISSILE DEFENSE AGENCY (MDA)

30-APR-2013 17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154

FOB: Origin

The following Delivery Schedule item for CLIN 0024 has been changed from:

**DELIVERY DATE** QUANTITY SHIP TO ADDRESS UIC

POP 31-MAY-2012 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276

30-JUN-2013 17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154

FOB: Origin

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 31-MAY-2012 TO

31-JUL-2013

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Origin

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					L CONTRACTID CODE  V	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5, PROJECT	1 12 NO.(Ifapplicable)
P00096	08-Jun-2012	SEE SCHEDULE				
6. ISSUED BY CODE  MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		col	DE S0305	5A
NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	(No., Street, County,	State and Zip Code)	×	9A. AMENDM 9B. DATED (S 10A. MOD. OF N00024-07-C-6 10B. DATED	CONTRAC	T/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	Χ	14-May-2007		
	conto the hour and date spectories of the amendment reference to the solicitation. THE RECEIPT OF OFFERS amendment you desire to the solicitation and this amendment. THE APPLIES ONLY DIFFES THE CONTRUSTICES THE CONTRUSTICES THE CONTRUSTICES THE MODIFIES THE THE IN ITEM 14, PUI	crified in the solicitation or as amended by one officint; (b) By acknowledging receipt of this amendment, and amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIED tange an offer already submitted, such change may be idment, and is received prior to the opening hour and the contract of the contr	nt or NCK D. M.A. D. M. M.A. D. M. M.A. D. M. M.A. D. M. M.A. D. M. M.A. D. M. M. M.A. D. M.	n each copy of the of NOWLEDGMENT AY RESULT IN Ide by telegramor le ate specified.  ORDERS. 14.  ITEM 14 ARE M CHANGES (such	TO BE tter, MADE IN TH	łE
X D. OTHER (Specify type of modification and	fauthority)					
FAR 52,232-22 Limitation of Funds  E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	-coi	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODII where feasible,) Modification Control Number: (b)(6) 1 See Page 2 for Summary of Changes.  Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of	22974 document referenced in Item				effect	or print)
13A. NAME AND 111 LE OF SIGNER (1 ype o	t hinit)				pe c	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED :				C. DATE SIGNED
(Signature of person authorized to sign)	7			7	30	3-Jun-2012

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

## The following items are applicable to this modification: BLOCK 14 ADD'L DESCRIPTION

The purpose of this modification is to provide the following:

- Funding for CLIN 0015 (Schedule Incentive Fee Earned CLIN) under ACRN GW SubCLIN 001518 for delivery incentive fee based on CLIN 0016 delivery schedule. There is a total of (b)(4) obligated to ACRN GW SubCLIN 001518, but Raytheon is ONLY authorized to bill against (b)(4) Raytheon is NOT authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorization.
- Funding for CLIN 0016 under ACRN GW SubCLIN 001664 for a total amount of
   (b)(4)
- This modification also increases the ceiling and funding for CLIN 0015.
- This modification corrects the "cost" and "fee" allocations for CLINs 0018, 0019, 0020, & 0023 that was stated in Modification P00092. The total value of these CLINs remains the same.
- This modification also revises CLIN 0016 total value, which was inadvertently omitted in Section B of Modification P00095. Modification P00095 adjusted the delivery schedule for CLIN 0016.

#### SUMMARY OF CHANGES

# SECTION A - SOLICITATION/CONTRACT FORM The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4) SECTION B - SUPPLIES OR SERVICES AND PRICES CLIN 0015 The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4) The total cost of this line item has increased by (b)(4) from (b)(4) o (b)(4)

#### CLIN 0016

The CLIN extended description has changed

#### From:

This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles.Deliveries:

Three (3) FTRs (for FTM-19) March 31, 2012
Six (6) FTRs June 30, 2012
Six (6) FTRs September 30, 2012
Six (6) FTRs December 31, 2012
Three (3) FTRs March 31, 2013

To:

This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles. Deliveries:

One (1) FTR May 30, 2012
One (1) FTR June 30, 2012
Five (5) FTRs October 31, 2012
Eight (8) FTRs January 31, 2013
\*Nine (9) FTRS April 30, 2013

\*Last four (4) rounds are not eligible for schedule incentive.

The target cost has increased by (b)(4) from (b)(	4) to (b)(4)		
The pricing detail quantity (b)(4) has been added.			
The target profit/fee has increased by (b)(4) from	(b)(4) to (b)(4)		
The unit of issue Unit has been added.			
The FOB has changed from Destination to Origin.			
The total cost of this line item has increased by (b)(4)	from (b)(4)	to (b)(4)	
The maximum delivery incentive fee is (b)(4)	, <u>, , , ,                            </u>		
The total value of CLIN 0016 with max delivery incentive	is (b)(4)		

#### SUBCLIN 001518 is added as follows:

ITEM NO 001518	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
001510	Earned Incentive Fee				2.00
	CPIF				
	Raytheon is authorized to delivery. Funding in the a incentive fee earned. Ray until the Contracting Office	mount of (b)(4) theon is not autho	remains rized to bill ag		
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: HQ00	06217049		
				ava tunaletako	
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	ABOVE TARGET	
		S	HARE RATIO	BELOW TARGET	7.1
	ACRN GW CIN: HQ00062170490015	5			

#### SUBCLIN 001664 is added as follows:

ITEM NO 001664	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
001004	Incremental Funding				(8)/.17
	CPIF				
	PR# HQ0006217049 BAS	SIC			
	FOB: Destination				
	PURCHASE REQUEST I	NUMBER: HQ00	06217049		
				TARGET COST	
				TARGET FEE	
					-
			TOTAL'	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	D BELOW TARGET	
	ACRN GW				

CIN: HQ00062170490001

SECTION G - CONTRACT ADMINISTRATION DATA		
Accounting and Appropriation		
Summary for the Payment Office		
As a result of this modification, the total funded amount for (b)(4) to (b)(4)	this document was increased by (b)(4)	from
SUBCLIN 001518: Funding on SUBCLIN 001518 is initiated as follows:		
ACRN: GW		
CIN: HQ00062170490015		
Acctng Data: 044411 097	2520 XC SPD09_FY12 A3-FY12	13
Increase: (b)(4)		
Total: $(b)(4)$		
SUBCLIN 001664: Funding on SUBCLIN 001664 is initiated as follows:		
ACRN: GW		
CIN: HQ00062170490001		
Acctng Data: 044411 097 0400 000 N 20122013 D 710000 255	2520 XC SPD09_FY12 A3-FY12	13
Increase: (b)(4)		
Total: (b)(4)		

The following have been modified:

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001					
Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08

		rage 8 of 12
000307	(b)(4)	30-Sep-08
000308	# 10	30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		5,0,000
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000321		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000324		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000327		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000334		30-Sep-09
000334		30-Sep-09
000336		30-Sep-09
000330		30-Sep-09
000337		30-3cp-09
000338		28-Feb-11
000339		30-Sep-10
000340		28-Feb-11
CLIN 0003		20-1-00-11
Total		
000401		30-Sep-08
000402		30-Sep-08
000403	17.1	30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
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- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			L CONTRACT V	ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT!	NO.(Ifapplicable)
P00097	14-Jun-2012	SEE SCHEDULE				
6. ISSUED BY CODE HQ0276  MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		coi	DE S0305	5A
NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	State and Zip Code)	×	9A. AMENDM.  9B. DATED (SI  10A. MOD. OF  N00024-07-C-6  10B. DATED (	CONTRACT	T/ORDER NO.	
CODE 15090	FACILITY CO	DE	Х	14-May-2007	W	
1	I. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOL	ICT	TATIONS	is not exten	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR TREJECTION.OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the See Schedule  12. ACCOUNTING AND APPROPRIATION E See Schedule	reference to the solicitation HE RECEIPT OF OFFERS amendment, you desire to che e solicitation and this amer DAT A (If required)	and amendment numbers. FAILURE OF YOUR / 5 PRIOR TO THE HOUR AND DATE SPECIFIEI lange an offer already, submitted, such change may b	ACK D M/ be me and d	NOWLEDGMENT AY RESULT IN ade, by telegram or let late specified.	то ве	
	DIFIES THE CONTRA SUANT TO: (Specify	ACT/ORDER NO. AS DESCRIBED IN IT	EM	1 14.	IADE IN TE	ΙΕ
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA			as changes in	paying
X D. OTHER (Specify type of modification and FAR 52.232-222, Limitation of Funds	1 authority)	21000010 122 142 122 123 124 125 125 125 125 125 125 125 125 125 125				
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	en	pies to the issuin	office	
The purpose of this modification is to provide to invoice against ACRN GW SubCLIN 00151	23062 delivery incentive fe 8 for a total amount o	e <u>based on C</u> LIN 0016 delivery schedule				d
Except as provided herein, all terms and conditions of the	document referenced in Iten	n9A or 10A (b)(6)	-4	35-600 F		
15A. NAME AND TITLE OF SIGNER (Type of	r print)	Veri-			be c	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED:			1.7	C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Of	fice	r)	14	1-Jun-2012	

#### SUMMARY OF CHANGES

(End of Summary of Changes)

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0	001518
	xtended description has changed from:
Raytheon is a (b)(4)	authorized to bill for incentive fee earned for CLIN 0016 delivery. Funding in the amount of remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the until the Contracting Officer provides authorization.
To:	
of (b)(4)	authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the until the Contracting Officer provides authorization

AMENDMENT OF SOLI	CITATION/MODI	FICATION OF CONTRACT		1. CONTRACT		1 B
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEOULE			5.PROÆCT	FNO (Ifapplicable)
6. ISSUED BY CO MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154	HQ0276	7, ADMINISTERIED BY (If other than Item6) DCMA RAYTHEON TUCSON BLDG 801 MB J-2 TUCSON AZ 85734-1337		cr	DDE SO30	05A
NAME AND ADDRESS OF CONTRAC RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERIMANS RD. TUCSON AZ 85708-9287	TOR (No., Street, County,	State and Zip Code)		9B. DATED (	SEE ITEM 1	*
			x			CT/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	X	10B. DATED 14-May-2007	(SEE ITEM	13)
(a) By completing items 8 and 15, and returning or (c) By separate letter or refegram which inclu RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER. If by vinue of	ent prior to the hour and date spe copies of the amendmendes a reference to the solicitation FOR THE RECEIPT OF OFFERS (this amendment you desire to ch	ecified in the solicitation or as amended by one of tent; (b) By acknowledging receipt of this amendment aumbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIED ange an ofer already submitted, such change may be	he fol mt on ACKN MA	ench copy of the of NOWLEDGMENT Y RESULT IN the by telegramor he	TTO BE	
2. ACCOUNTING AND APPROPRIATIO	A COLOR OF THE PARTY OF THE PAR	idment, and is received prior to the opening hour a	nd da	se specifical.		
100,000		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE		al house and		
	URSUANT TO: (Specify	nuthority) THE CHANGES SET FORTH	_		MADE IN T	HE
office, appropriation date, etc.) SET	FORTH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATIVESUANT TO THE AUTHORITY OF FAI			as changes in	n paying
C. THIS SUPPLEMENTAL AGREEME	Account of Control of the	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification Mutual Agreement Between the Parties						
IMPORTANT: Contractor is no		gn this document and return 1	50	es to the issuin	• Decident	
4. DESCRIPTION OF AMENDMENT/Mowhere feasible.) Modification Control Number: (b)(6) The purpose of this modification is to proof funding stated on Modification P0009: Funds Status Report, CORL A010 Integri	vide funding in the amount of for SubCLIN 001518. The ated Master Schedule (IMS	for CLIN 0016. This mod is modification also incorporates revised s), and CDPL A011 Contract Performance	ifica d CO de R	tion corrects if RLS; CDRL A0 aport (CPR).	ne total amou 106 Contract	unt
b)(6)	the document referenced in Items ne or print)			orce and	CER (Type o	or print)
PPROVED BY OIRM 11-84	-17/1/1	2 30-1		Pres	ANDARD FO scribed by GS R (48 CFR) 5	

#### SUMMARY OF CHANGES

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001518 The CLIN extended description has changed from:
Raytheon is authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the until the Contracting Officer provides authorization.
То:
Funding in the amount of $(b)(4)$ is obligated for potential incentive fee earned for CLIN 0016. Raytheon has been authorized for a total amount of $(b)(4)$ for incentive fee earned for CLIN 0016 deliveries. Raytheon is not authorized to bill against the remaining amount of $(b)(4)$ until the Contracting Officer provides authorization.
SECTION G - CONTRACT ADMINISTRATION DATA
Accounting and Appropriation
Summary for the Payment Office
As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4)
SUBCLIN 001663:
GW: 044411 097 0400 000 N 20122013 D 2520 XC SPD09_FY12 A3-FY1213 710000 255 (CIN HQ00062157290001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

INCENTIVE FEE Funds Exhaust Date

	PERIOD OF PERFORMANCE	TARGET FEE	TO CPIF	AWARDED	Funds Exhaust Date
000101	(b)(4)				29-Feb-08
000102	100				29-Feb-08
000103	1 64				29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					1.0
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					ALL WATER 1
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09

TOTAL ALLOTED

ALLOTED TO COST.

TARGET FEE

	CV 3.723	rage 4 01 6
000322	(b)(4)	30-Sep-09
000323	No.	30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09.
000332		30-Sep-09
000333		30-Sep-09.
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		20-100-11
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		2.7 11.31. 17.
Total		
000501		30-Nov-08
CLIN 0005		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09

76.V	Y .	Page 3 01 8
000902 (b)(a	!	30-Oct-10
CLIN 0009		C-V
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
001518		30-Apr-13
CLIN 0015 Total		
Tarana and a		To the second
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12

Page 6 of 8

	(b)(4)	Page 6 of 8
001615	140.4	28-Feb-12
001616		28-Feb-12
001617		28-Feb-12
001618		28-Feb-12
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622		28-Feb-12
001623		28-Feb-12
001624		28-Feb-12
001625		28-Feb-12
001626		28-Feb-12
001626		28-Feb-12
		28-Feb-12
001628		
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12
001636		28-Feb-12
001637		28-Feb-12
001638		28-Feb-12
001639		28-Feb-12
001640		28-Feb-12
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
70.700		2010012

	2-2-	Page 7 of 8
001440	(b)(4)	
001662		28-Feb-12
001663		30-Sep-12
001664 CLIN 0016		30-Apr-13
Total		
001701		31-May-12
CLIN 0017 Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018 Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019 Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020 Total		
002101		30-Sep-11
002102		30-Sep-11.
002103		30-Sep-11
CLIN 0021 Total		30-Sep-11
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023 Total		
Grand Total		

<sup>(</sup>b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c)	The Contractor shall segregate costs for t	he performance of incrementally	funded CLINs/SLINs from the costs
of p	performance of fully funded CLINs/SLIN	<b>5.</b>	

(d) The following SubCLINs 001301	, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully
funded in the amount of (b)(4)	and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICIT	TATION/MODI	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGE
			_	V	s pener	1 11 NO (liapplicable)
AMENDMENT/MODIFICATION NO.	31-Jul-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	(AO (traffbreme)
ISSUED BY CODE	HQ0276	7. ADMINISTERED BY (If other than item6)		COI	DE   S030	5A
MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLQREN VA 22448-5154		DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337				
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	П	9A. AMENDM	ENT OF SO	LICITATION NO
RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85708-9387					ATED (SEE ITEM 11)	
			$\rightarrow$			T/ORDER NO.
2000	for any and		1000	10B. DATED ( 14-May-2007	SEE ITEM	13)
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI			-	
The above numbered solicitation is amended as set to			=	is extended.	is not exe	
REJECTION OF YOUR OFFER. If by virtue of this is provided each telegramor letter makes reference to the  2. ACCOUNTING AND APPROPRIATION Description of the second	e solicitation and this area				ace,	
	EM APPLIESONI V	TO MODIFICATIONS OF CONTRACT:	S/OB	DERS		
		CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANCE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/						
office, appropriation date, etc.) SET FOR					is changes ii	n paying
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO P	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and Mutual Agreement of Both Parties, FAR 52.3		lons				
IMPORTANT: Contractor is not,	is required to sig	gn this document and return	cop	es to the issuing	office.	
4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6)  See Page 2 Summary of Changes.	TCATION (Organized	by UCF section headings, including solici	itatio	on/contract subje	ect matter	
0)(6)	ocument referenced in Items r print)  15C DATE SIGNE 7/30/J2	D		PIC		2 DATE SIGNED
		30-10		resk	NDARD FO tribed by GS (48 CFR) 5	

### The following items are applicable to this modification: BLOCK 14 ADD'L DESCRIPTION

The purpose of this modification is:

- Exercise Option CLIN 0024 for the Nine (9) SM-3 Block IBs, with a Period of Performance from July 31, 2012 through July 31, 2013.
- 2. Provide funding in the total amount of (b)(4) for CLIN 0024 under ACRN GX SubCLIN 002401.
- 3. Provide funding in the total amount of for CLIN 0015 under ACRN GX SubCLIN 001519. This funding is obligated for future delivery incentive fee earned under CLIN 0024. Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization.

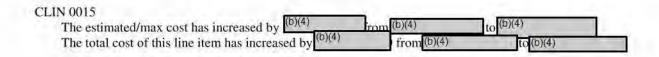
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

#### SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

	The total cost of this contra	act was increased by (b)(4)	from
(b)(4)	to (b)(4)		

#### SECTION B - SUPPLIES OR SERVICES AND PRICES



#### CLIN 0024

The CLIN extended description has changed from:

This CLIN is for SM-3 Block IB material and build up for the All Up Round (AUR) for nine (9) rounds. Deliveries:

Three (3) - FTRs March 31, 2013 Six (6 - FTRs June 30, 2013

To:

This CLIN is for SM-3 Block IB material and build up for the All Up Round (AUR) for nine (9) rounds. Deliveries:

Nine (9) July 31, 2013

The option status has changed from Option to Option Exercised.

#### SUBCLIN 001519 is added as follows:

ITEM NO 001519	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)			
001317	Delivery Incentive Fee CPIF						
	*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization						
	FOB: Destination						
	PURCHASE REQUEST NUMBER: HQ0006218093						
			TARGET COST	i i			
			TARGET FEE				
		TOTAL T	GT COST + FEE				
		TOTAL	MINIMUM FEE				
			MAXIMUM FEE				
	SE	IARE RATIO	ABOVE TARGET				
	SH	IARE RATIO	BELOW TARGET				
	ACRN GX CIN: HQ00062180930015						

#### SUBCLIN 002401 is added as follows:

ITEM NO 002401	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Funding for CLIN 0024				X-13-7
	CPIF				
	PR# HQ0006218093 BA				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: HQ00	06218093		
				A VENERAL WARRANCE	
				TARGET COST	
				TARGET FEE	
			TOTAL	ΓGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
	×	S	HARE RATIO	BELOW TARGET	
	ACRN GX CIN: HQ00062180930024	i.			

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001519:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Origin Government Origin Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002401:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY Origin Government Government

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by from (b)(4) to (b)(4)

SUBCLIN 001519:

Funding on SUBCLIN 001519 is initiated as follows:

ACRN: GX

CIN: HQ00062180930015 0300 000 N 20122014 D 2520 PD SPD09 FY12 Acctng Data: 044411 097 P3-FY1214 710000 255 (b)(4)Increase: Total: (b)(4) SUBCLIN 002401: Funding on SUBCLIN 002401 is initiated as follows: ACRN: GX CIN: HQ00062180930024 Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255 Increase:

The following have been modified:

Total: (b)(4)

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

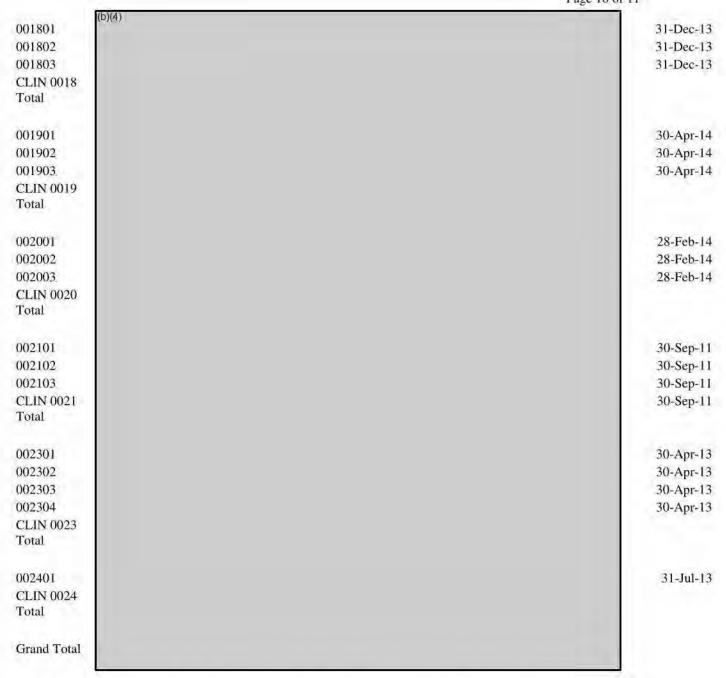
	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08

000110 (b)(4)	31-Jul-	-08
000111	30-Apr-	
000112	31-Dec-	
000113	30-Apr-	
000114	31-Dec-	
000115	31-Dec-	
000116	31-Dec-	
000117	30-Jun-	
000118	30-Sep-	
000119	28-Feb-	
000120	28-Feb-	
CLIN 0001	20-1 60-	10
Total		
3300	29-Feb-	-08
000301	31-Mar-	08
000302	30-Sep-	
000303	30-Sep-	
000304	31-Dec-	
000305	30-Sep-	
000306	30-Sep-	
000307	30-Sep-	
000308	30-Sep-	
000309	31-Dec-	
000310	28-Feb-	
000311	31-Dec-	
000312	31-Dec-	
000313	31-Dec-	
000314	31-Dec-	
000315	31-Dec-	
000316		
000317	28-Feb-	11
000318	30-Sep-	
000319	30-Sep-	
000320	30-Sep-	
000321	30-Sep-	
000322	30-Sep-	
000323	30-Sep-	
000324	30-Sep-	
000325	30-Sep-	
000326	30-Sep-	
000327	30-Sep-	
000327	30-Sep-	
000329	30-Sep-	
000329	30-Sep-	
000330	30-Sep-	
000331	30-Sep-	
000333	30-Sep-	
000303	50-3ср-	117

	(b)(4)	Tuge / di Ti
000334	*****	30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
<b>CLIN 0008</b>		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302	17	31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		

(b)(4)	
001501	31-Dec-08
001502	31-Dec-11
001503	30-Oct-09
001504	30-Apr-10
001505	30-Apr-10
001506	30-Apr-10
001507	31-Dec-11
001508	30-Sep-10
001509	31-Dec-11
001510	30-Sep-10
001511	28-Feb-11
001512	31-Dec-11
001513	31-Dec-11
001514	31-Dec-11
001515	31-Dec-11
001516	31-Dec-13
001517	30-Apr-14
001518	30-Apr-13
001519	31-Jul-13
CLIN 0015	
Total	
001601	28-Feb-12
001602	28-Feb-12
001603	28-Feb-12
001604	28-Feb-12
001605	28-Feb-12
001606	28-Feb-12
001607	28-Feb-12
001608	28-Feb-12
001609	28-Feb-12
001610	28-Feb-12
001611	28-Feb-12
001612	28-Feb-12
001613	28-Feb-12
001614	28-Feb-12
001615	28-Feb-12
001616	28-Feb-12
001617	28-Feb-12
001618	28-Feb-12
001619	28-Feb-12
001620	28-Feb-12
001621	28-Feb-12 28-Feb-12
001622	28-Feb-12
001623	28-Feb-12
001624	28-Feb-12

(b)(4)	والدائد والأوالية
001023	28-Feb-1
001626	28-Feb-1
001627	28-Feb-1
001628	28-Feb-1
001629	28-Feb-1
001630	28-Feb-1
001631	28-Feb-1
001632	28-Feb-1
001633	28-Feb-1
001634	28-Feb-1
001635	28-Feb-1
001636	28-Feb-1
001637	28-Feb-1
001638	28-Feb-1
001639	28-Feb-1
001640	28-Feb-1
001641	28-Feb-1
001642	28-Feb-1
001643	28-Feb-1
001644	28-Feb-1
001645	28-Feb-1
001646	28-Feb-1
001647	28-Feb-1
001648	28-Feb-1
001649	28-Feb-1
001650	28-Feb-1
001651	28-Feb-1
001652	28-Feb-1
001653	28-Feb-1
001654	28-Feb-1
001655	
77 P. N. N. S.	28-Feb-1
001656	28-Feb-1
001657	28-Feb-1
001658	28-Feb-1
001659	28-Feb-1
001660	28-Feb-1
001661	28-Feb-1
001662	28-Feb-1
001663	30-Sep-1
001664	30-Apr-1
CLIN 0016	
Total	
001701	31-May-1
CLIN 0017	
Total	



- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4), and is not included in the allotment of funds clause.

# G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0023, and 0024, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### H-15 EXERCISE OF OPTIONS (MAY 2005)

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

ITEMS	LATEST OPTION EXERCISE DATE
0003	15 February 2008
0004	30 April 2008
0009	29 February 2008
0012	30 May 2008
0021	15 July 2010
0022	15 July 2010
0024	31 July 2012

(End of Summary of Changes)

AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT		I. CONTRACT	ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	'NO.(Ifapplicable)
P00100	15-Aug-2012	SEE SCHEDULE				
6. ISSUED BY CODE  MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		co	DE   S030	5A
8. NAME AND ADDRESS OF CONTRACTOR BAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	(No., Street, County,	State and Zip Code)	×	9B. DATED (S	EE (TEM I	DLICITATION NO.  1)  T/ORDER NO.
				10B. DATED		
CODE 15090	FACILITY CO		X	14-May-2007		
11.	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	CIT.	ATIONS		
or (c) By separate letter or telegram which includes at RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D	HE RECEIPT OF OFFERS mendment you desire to ch solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	MA oe ma	AY RESULTIN de by telegramor le		
See Schedule						
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITI				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACTA	ORDER IS MODIFIEI	O TO REFLECT THE ADMINISTRATIV	/E C	CHANGES (such		
office, appropriation date, etc.) SET FOR  C. THIS SUPPLEMENTAL AGREEMENT I  X D. OTHER (Specify type of modification and	S ENTERED INTO P		K 4.	5.103(B).		
FAR 52,222-32, Limitation of Funds	is ramited to si	gn this document and return	201	pies to the issuin	n office	
E. IMPORTANT: Contractor X is not,  14. DESCRIPTION OF AMENDMENT/MODIF where feasible.)  Modification Control Number: (b)(6)  The purpose of this modification is to provide  Except as provided herein, all other terms and	TCATION (Organized 23578 incremental funding i	the amount of (b)(4) for CLIN	itati 001	ion/contract subj		
Except as provided herein, all terms and conditions of the of 15A. NAME AND TITLE OF SIGNER (Type of 15B, CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	document referenced in Item r print)  15C. DATE SIGNE		nael	and in fall fame and	16	or print) C. DATE SIGNED 5-Aug-2012

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

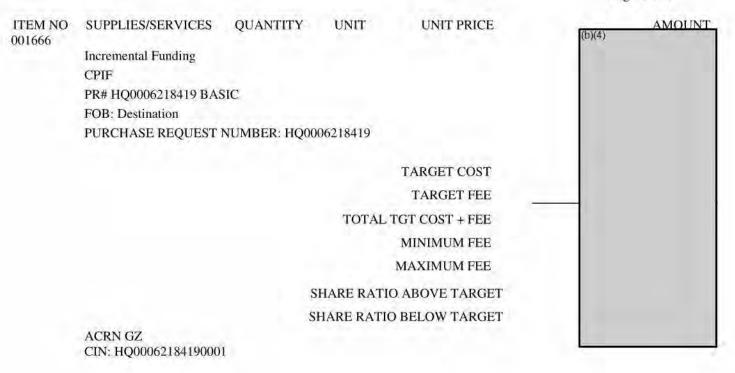
# SUMMARY OF CHANGES

# SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001665 is added as follows:

ITEM NO 001665	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
	Incremental Funding		,
	CPIF		
	PR# HQ0006217293 BASIC & PR# HQ0006218127 BASI	C	
	FOB: Destination		
	PURCHASE REQUEST NUMBER: HQ0006217293		
		TARGET COST	
		TARGET FEE	
	TOTAL TO	GT COST + FEE	
		MINIMUM FEE	
	N	MAXIMUM FEE	
	SHARE RATIO	ABOVE TARGET	
	SHARE RATIO	BELOW TARGET	
	ACRN GY CIN: HQ00062172930001		

SUBCLIN 001666 is added as follows:



# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document w from (b)(4) to (b)(4)	as increased by (b)(4)
SUBCLIN 001665: Funding on SUBCLIN 001665 is initiated as follows:	
ACRN: GY	
CIN: HQ00062172930001	
Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPD09 710000 255	A2-01-FY1112
Increase (b)(4)	
Total: (b)(4)	
SURCLIN 001666:	

Funding on SUBCLIN 001666 is initiated as follows:

ACRN: GZ

CIN: HQ00062184190001.

Acc	etng Data: 044411 097.	.0400 000 N 20112012 D 2520 XC SPD09.	A2-02-FY1112
710000	255		

Increa	se:(b)(4)	
Total:	(b)(4)	1

The following have been modified:

## G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

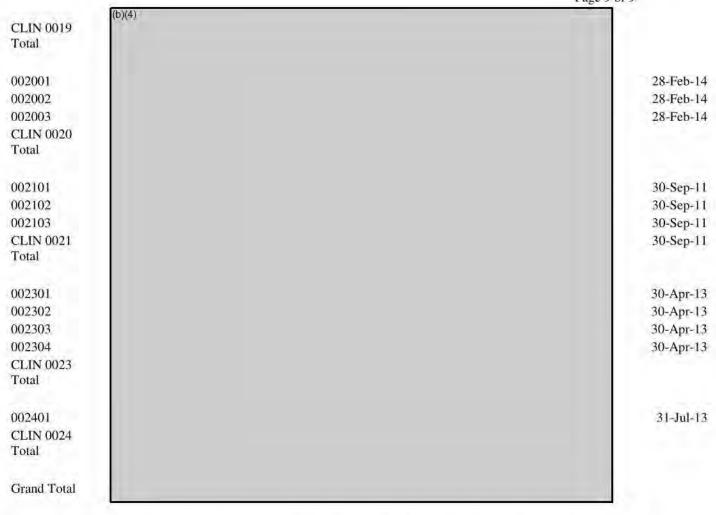
	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101.	(b)(4)				29-Feb-08.
000102	100				29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08.
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10

CLIN 0001 Total	(b)(4)	
Total		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000302		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000308		31-Dec-08
000309		28-Feb-11
000310		31-Dec-08
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000315		31-Dec-08
000316		29 Eak 11
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		W AC 25
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total	L	

354442	(b)(4)	1 . A. A. C. C.
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		41.00
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		30 Mar 03
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		- C
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		E 2 7 2 20 7 7 7
Total		
001402		31-Mar-11
CLIN 0014		\$1.70m A1
Total		
001501		31-Dec-08
001501		31-Dec-11
001502		30-Oct-09
001503		30-Apr-10
001504		30-Apr-10 30-Apr-10
001506		30-Apr-10 30-Apr-10
001506		31-Dec-11
001507		
001508		30-Sep-10 31-Dec-11
001509		
001310		30-Sep-10

(In)	MV.	
001511 (b)(	(4)	28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
001518		30-Apr-13
001519		31-Jul-13
CLIN 0015		
Total		
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12
001615		28-Feb-12
001616		28-Feb-12
001617		28-Feb-12
001618		28-Feb-12
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622		28-Feb-12
001623		28-Feb-12
001624		28-Feb-12
001625		28-Feb-12
001626		28-Feb-12
001627		28-Feb-12
001628		28-Feb-12
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12
AA 4 AN IA		2010012

001636	(b)(4)	20 Eak 12
		28-Feb-12
001637		28-Feb-12
001638 001639		28-Feb-12 28-Feb-12
		28-Feb-12 28-Feb-12
001640		
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
001665		30-Apr-13
001666		30-Apr-13
CLIN 0016		
Total		
		The state of the s
001701		31-May-12
CLIN 0017		
Total		
		August 1
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903	A real control of the	30-Apr-14



- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICIT	ATION/MODI	FICATION OF CONTRACT		I DNIRACI V	HACTOR!	1 1 12
2 AMENDMEN PMODIFICATION NO	LEHECHWI DARI	4 REQUISITION/PURCHASE REQUISIONS SEE SCHEDULE		1	5 PROJECT	I NO (Happlicable)
MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448 5154	HQ0276	7 ADMINISTRID BY (If other than (tyme) DCMA RAYTHEON TUCSON BLDG 801 MS J 2 TUCSON AZ 85734 1337		m	S030	05A
S. NAME AND ADDRESSOF CONTRACTOR BAYTHEON COMPANY	(No., Street, County,	State and Zip Code)		9A, AMENDM	ENT OF S	DITICITATION NO.
1151 E HERMANS AD TUCSON AZ 85756-9067		9B, DAT(D (SEE FTEM 11)		1)		
			x	10A, MOD, OI N00024-07-C-	CONTRAC 5119	CT/ORDER NO.
(IDIC 15090	IFACILITY CO	DE	x	10B. DATTED 14-May-2007	(SEE ITEM	(13)
	THIS ITEM ONLY	APPLIESTO AMENDMENTS OF SOLIC	CTT	ATIONS		
or (c) By separate letter or relegramwhich includes a RET CHOLD AT THE PLACE DESIGNATED FOR T REJL CHON OF YOUR OFFICE. But y virtue of this a provided each telegramor letter mikes reference to the 2. ACCOUNTING AND APPROPRIATION D	III: RECEIPT OF ORALES mendment you desire to ch solicitation and this amen	PRIOR ID THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may be	M/	Y RESULT IN ide by telegramor le		
See Schedule	20040 3649270					
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITI				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/Office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and Mutual Agreement of the Parlies.	ORDER IS MODIFIED FH IN ITEM 14, PUR SENTERED INTO P	TO REFLECT THE ADMINISTRATIVESUANT TO THE AUTHORITY OF FAI	/E C	'HANGES (such		
IMPORTANT: Contractor is not,	X is required to sig	en this document and return 1	cor	oies to the issuin	g office.	
4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) 2 See Page 2.		by UCF section headings, including solici	itati	on/contract subj	ect matter	
-	print)  15C. DATE SIGNE			3	16	C. DATE SIGNED  ORM 30 (Rev. 10-8
		N.V.			(48 CFR)	

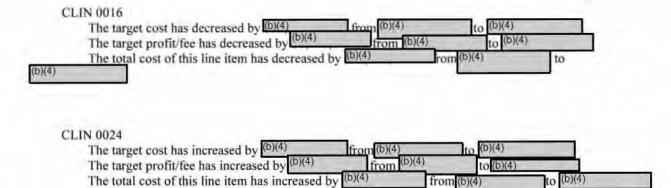
#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

The purpose of this modification is to:

- Decrease the ceiling value for CLIN 0016 by (b)(4)
- 2) Extend the period of performance end date for CLIN 0017 to April 30, 2013;
- Increase the ceiling value to CLIN 0024 by (b)(4)
   and obligate funding in the amount of (b)(4)
- Revise the "Cost Plus Incentive Fee Schedule" for CLINs 0016 and 0024 in Section B;
- 5) Revise Section J to reflect the new date for Attachment 3 (SOW); and
- 6) Revise Attachment 3 (SOW) to incorporate a new paragraph for CLIN 0017 to read "The Contractor shall provide labor and material in support of the efforts delineated in CLIN 0016." The material originally purchased under CLIN 0017 shall be transferred to CLIN 0024 for the completion of the nine (9) IB AURs. The Contractor shall only transfer materials from CLIN 0017 to CLIN 0024 as Equivalent Effort is performed in support of CLIN 0016. All costs for this "transfer" shall be charged against SLIN 002402.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES



SUBCLIN 002402 is added as follows:

ITEM NO SUPPLIES/SERVICES 002402

**AMOUNT** 

Incremental Funding

ACRN GX

(b)(4)

PURCHASE REQUEST NUMBER: HQ0006218094

The following have been modified: COST PLUS INCEENTIVE FEE SCHED

Cost Plus Incentive Fee Schedule		
Applicable to ONLY CLIN 0016		
Total Estimated Costs (b)(4)		
Cost of Money		
Target Cost		
COST INCENTIVE;		
Minimum Fee		
Target Fee		
Maximum Fee		
Share Ratio Above Target Share Ratio Below Target		
The total delivery incentive fee pool for CLI      (b)(4)      The total delivery incentive fee pool for CLI     (b)(4)     to account for the forfeiture of odelivered in April 2013.	ct delivery dates (See Attachment 6) and no earlier than a Fee" clause for CLINs 0016 & 0024, as stated in Section N 0016 has been decreased by (b)(4) from delivery incentive fee for the last four (4) rounds to be rmined based on the target cost of the applicable CLIN	as on B
Cost Plus Incentive Fee Schedule		
Applicable to ONLY CLIN 0024:		
Total Estimated Costs	(b)(4)	
Cost of Money		
Target Cost		
COST INCENTIVE:		
Minimum Fee		
Target Fee		
Maximum Fee		

	Above	
Share Ratio	Target	(b)(4)
	Below	
Share Ratio	Target	

#### SCHEDULE INCENTIVE:

 The schedule incentive fee is based on the All Up Round (AUR) and the cumulative target cost of CLIN 0024.



- On Schedule No later than 1 day prior to the contract delivery dates (See Attachment 6) and no
  earlier than as specified in the "Determination of Schedule Incentive Fee" clause for CLINs 0024, if
  exercised as stated in Section B.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN.

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0017 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2011 TO 31-MAY-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 09-DEC-2011 TO N/A 30-APR-2013 MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin HQ0276

#### SECTION G - CONTRACT ADMINISTRATION DATA

creased by (b)(4)	
P3-FY1214	

The following have been modified:

### G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	Funds Exhaust Date
000101 000102	(b)(4)				29-Feb-08 29-Feb-08
000103					29-Feb-08

(b)(4)	Page 6 of 12
000104	29-Feb-08
000105	29-Feb-08
000106	29-Feb-08
000107	31-Jul-08
000108	31-Jul-08
000109	30-Apr-08
000110	31-Jul-08
000111	30-Apr-08
000112	31-Dec-08
000113	30-Apr-08
000114	31-Dec-08
000115	31-Dec-08
000116	31-Dec-08
000117	30-Jun-09
000118	30-Sep-09
000119	28-Feb-10
000120	28-Feb-10
CLIN 0001	26-1 00-10
Total	
200	29-Feb-08
000301	31-Mar-08
000302	30-Sep-08
000303	30-Sep-08
000304	31-Dec-08
000305	30-Sep-08
000306	30-Sep-08
000307	30-Sep-08
000308	30-Sep-08
000309	31-Dec-08
000310	28-Feb-11
000311	31-Dec-08
000312	31-Dec-08
000313	31-Dec-08
000314	31-Dec-08
000315	31-Dec-08
000316	CANADA TANADA TA
000317	28-Feb-11
000318	30-Sep-09
000319	30-Sep-09
000320	30-Sep-09
000321	30-Sep-09
000322	30-Sep-09
000323	30-Sep-09
000324	30-Sep-09
000325	30-Sep-09
000326	30-Sep-09
000327	30-Sep-09
	20 349 07

	TENAN .	1 age / 01 12
000328	(b)(4)	30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		2011011
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		21.02.2
Total		
000501		30-Nov-08
CLIN 0005		30,000,000
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		22.337.33
Total		
001302		31-Mar-11
001303		31-Mar-11
G. T. C. C.	V	

	rage o of 12
CLIN 0013 (b)(4)	
Total	
001402	31-Mar-11
CLIN 0014	100000000000000000000000000000000000000
Total	
001501	31-Dec-08
001502	31-Dec-11
001503	30-Oct-09
001504	30-Apr-10
001505	30-Apr-10
001506	30-Apr-10
001507	31-Dec-11
001508	30-Sep-10
001509	31-Dec-11
001510	30-Sep-10
001511	28-Feb-11
001512	31-Dec-11
001513	31-Dec-11
001514	31-Dec-11
001515	31-Dec-11
001516	31-Dec-13
001517	30-Apr-14
001518	30-Apr-13
001519	31-Jul-13
CLIN 0015 Total	
001601	28-Feb-12
001602	28-Feb-12
001603	28-Feb-12
001604	28-Feb-12
001605	28-Feb-12
001606	28-Feb-12
001607	28-Feb-12
001608	28-Feb-12
001609	28-Feb-12
001610	28-Feb-12
001611	28-Feb-12
001612	28-Feb-12
001613	28-Feb-12
001614	28-Feb-12
001615	28-Feb-12
001616	28-Feb-12
001617	28-Feb-12
001618	28-Feb-12

(b)(4)	Page 9 of 12
001619	28-Feb-12
001620	28-Feb-12 28-Feb-12
001621	28-Feb-12
001622	28-Feb-12
001623	28-Feb-12
001624	28-Feb-12
001625	28-Feb-12
001626	28-Feb-12
001627	28-Feb-12
001628	28-Feb-12
001629	28-Feb-12
001630	28-Feb-12
001631	28-Feb-12
01632	28-Feb-12
001633	28-Feb-12
001634	28-Feb-12
001635	28-Feb-12
001636	28-Feb-12
001637	28-Feb-12
001638	28-Feb-12
01639	28-Feb-12
01640	28-Feb-12
001641	28-Feb-12
001642	28-Feb-12
01643	28-Feb-12
01644	28-Feb-12
01645	28-Feb-12
01646	28-Feb-12
001647	28-Feb-12
001648	28-Feb-12
01649	28-Feb-12
01650	28-Feb-12
001651	28-Feb-12
001652	28-Feb-12
001653	28-Feb-12
001654	28-Feb-12
01655	28-Feb-12
01656	28-Feb-12
001657	28-Feb-12
01658	28-Feb-12
001659	28-Feb-12
001660	28-Feb-12 28-Feb-12
	28-Feb-12 28-Feb-12
01661	
01662	28-Feb-12
01663	30-Sep-12
01664	30-Apr-13
001665	30-Apr-13

001666	(b)(4)	30-Apr-13
CLIN 0016		30-Api-13
Total		
2,0,00		
001701		31-May-12
CLIN 0017		22,209,20
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
		2020
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
000101		20.5
002101		30-Sep-11
002102		30-Sep-11
002103 CLIN 0021		30-Sep-11 30-Sep-11
Total		30-Sер-11
Lotter		
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023		
Total		
002401		31-Jul-13
002402		31-Jul-13
CLIN 0024		
Total	1 - 7	
Grand Total	_	

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.
- (d) The following SubCLINs 001301 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# The following have been modified:

#### Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	March 2012	23
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	August 2009	4
3	Statement of Work	August 2012	55
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	March 2012	2 2
7	Block IA Restart & Requalification Plan	July 2011	51
8	Transfer Material List	March 2011	3
9	Government Furnished Equipment and Material (GFE/M) List	March 2012	8
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11/	ECP Leader Instruction	06 February 2002	8
12	SM-3 AUR Processing Requirements REV C	November 2008	28
13	Software/Technical Data to be Furnished to the Government with Limited or Restricted Data Rights	December 2010	6
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	March 2012	6
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794	March 2011	15
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3

N00024-07-C-6119 P00101 Page 12 of 12

22	Flight Test Kits	February 2008	1
23	Block IB Flight & Tactical Missile Confuguration	December 2010	1

(End of Summary of Changes)