AMENDMENT OF SOLK	TATIONMODI	FICATION OF CONTRACT		V		1 2
AMESOMEST MODIFICATION NO	1 EFFECTIVE DATE	4 REQUISITION PURCHASE REQ NO SEE SCHEOULE			5 PROJECT	NO (Rappircable)
ISSUED BY CODI MISSILE DEFENSE AGENCY (MDA) 1/7/11 AVENUE DI SUITE 160 DAHLGREN VA 22449-5154	HQ0276	7 ADMINISTFRED BY ((forher thus news) DCMA RAYTHEON FUCSON BLDG 801 MS J-2 TUCSON AZ 85734 1137		CO	DF S030	5A
NAME AND ADDRESS OF CONTRACT RAYTHEON COMPANY	OR (No, Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION
1151 E HERMANS RD TUCSON AZ 85756-9387				9B. DATED (S		×
			x	10A. MOD. OF N00024-07-C-0 10B. DATED		T/ORDER NO.
ODE 15090	FACILITY CO	DE	x	14-May-2007	GEE IT EM	13)
		APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DI-SIGNATED FO REJECTION OF YOUR OFFER If by virtue of the	es a reference to the solicitation DR THE RECEIPT OF OFFERS his amendment you desire to ch	ni, (b) By acknowledging receipt of this amendme and amendment numbers. FAILURF OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change my b dment, and is received prior to the opening hour a	D MA	IOWLEDGMENT Y RESULT IN le by telegramor le	TO BE	
2 ACCOUNTING AND APPROPRIATION See Schedule	N DATA (If required)					
110 557		TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PL CONTRACT ORDER NO. IN ITEM IO	RSUANT TO: (Specify a	ACT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH			ADE IN T	HE
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET F C. THIS SUPPLEMENTAL AGREEMEN	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAI			as changes i	a paying
D. OT HER (Specify type of modification FAR 52.243-3 Alt II, Changes - Cost Rein	and authority)	SAGAN TO ACTION TO C	-			
IMPORTANT: Contractor is not.		n this document and return 1	con	ics to the issuing	office	
t. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) See Page 2 of Summary of Changes	DIFICATION (Organized	by UCF section headings, including solici	itatic	on/contract subj	cct matter	
)(6)	print)				effect. CER (Type of 160	or print) C. DATE SIGNE
	0/2/1/2			F	- 12	30/1
	0/21/12	30-1		-	NDARDEC	ORM 30 (Rev. 10

AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT	v		1   23
AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT	NO.(Ifapplicable)
ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7, ADMINISTERED BY (Ifotherthan item6) DCMA RAYTHEON TUCSON BLDG ROT MS J-2 TUCSON AZ 85734-1337	cc	DE <b>S030</b>	5A
NAME AND ADDRESS OF CONTRACTO RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	R (No., Street, County, FACILITY CO		9B. DATED (S	SEE ITEM 1 F CONTRAC 6119	T/ORDER NO.
	and the second state of the second state of the second state of the second	APPLIES TO AMENDMENTS OF SOLICI	and the second second second		
(a) By completing ltens 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of thi provided each telegram or letter makes reference to t	copies of the amendme a reference to the solicitation THE RECEIPTOF OFFERS a anendment you desire to ch he solicitation and this amen	cified in the solicitation or as amended by one of the nt; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be dment, and is received prior to the opening hour and	on each copy of the c CKNOWLEDGMENT MAY RESULT IN made by telegramor l	TTO BE	
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)				
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS		
A. THIS CHANGE ORDER IS ISSUED PUE CONTRACT ORDER NO. IN ITEM 10.	SUANT TO: (Specify a	CT/ORDER NO. AS DESCRIBED IN ITEM authority) THE CHANGES SET FORTH II		MADE IN T	HE
B THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMENT	/ORDER IS MODIFIEL RTH IN ITEM 14, PUR ISENTERED INTO PI	SUANT TO THE AUTHORITY OF FAR		as changes i	n paying
D. OTHER (Specify type of modification at FAR 52.243-3 Alt II, Changes - Cost Reim					
IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1 0	copies to the issuir	ig office.	
<ol> <li>DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6)</li> <li>See Page 2 of Summary of Changes</li> </ol>	23833	toy UCP section headings, including solicit	ation/contract sub	jeet matter	
scept as provided herein, all terms and conditions of th	e document referenced in Item	9A or 10A as hereto fore changed, remains unchang	ed and in fill force an	d effect.	
5A. NAME AND TITLE OF SIGNER (Type		16A. NAME AND TITLE OF CON	TRACTING OFF		or print)
	15C. DATE SIGNE	D 16B. UNITED STATES OF AMERI	EMAIL	Lie	
5B CONTRACTOR/OFFEROR	ISC. DATE SIGNE			1.0	C DATE SIGNED
5B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	-	BY (Signature of Contracting Offi			C. DATE SIGNED

1 teac	i inc	u by v	1.1.1
FAR	48	CFR)	53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

The purpose of this modification is:

- 1. Provide funding in the total amount of <sup>(b)(4)</sup> for CLIN 0015 under ACRN GX SubCLIN 001520 and ACRN GX SubCLIN 001521 in the amount of (b)(4) in the amount of \$(b)(4) The funding is obligated for future delivery incentive fee earned under CLIN 0025 (SubCLIN 001520) and CLIN 0024 (SubCLIN 001521). Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization.
   Provide funding in the total amount of (b)(4)
- for CLIN 0020 under ACRN GX SubCLIN 002004
- 3. Provide funding in the total amount of (b)(4) for CLIN 0023 under ACRN GX SubCLIN 002305
- 4. Provide funding in the total amount of (b)(4) for CLIN 0024 under ACRN GX SubCLIN 002403
- 5. Establish CLIN 0025 for procurement of an additional 14 Block IA missile rounds.
- 6. Provide funding in the total amount of (b)(4)for CLIN 0025 under ACRN GX SubCLIN 002501

# 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 <sup>(b)(4)</sup>	to (b)(4)	
-	The total cost of this line item has increased by (b)(4)	) from (b)(4)	to	-
(b)(4)				

# **CLIN 0020**

The estimated/max cost has increased by (b)(4)	from (b)(4)	to (b)(4)	
The fixed fee has increased by(b)(4) fro	om (b)(4) to (b)		
The total cost of this line item has increased by	(b)(4) from (b)	(4) to <sup>(b)(4)</sup>	

# **CLIN 0023**

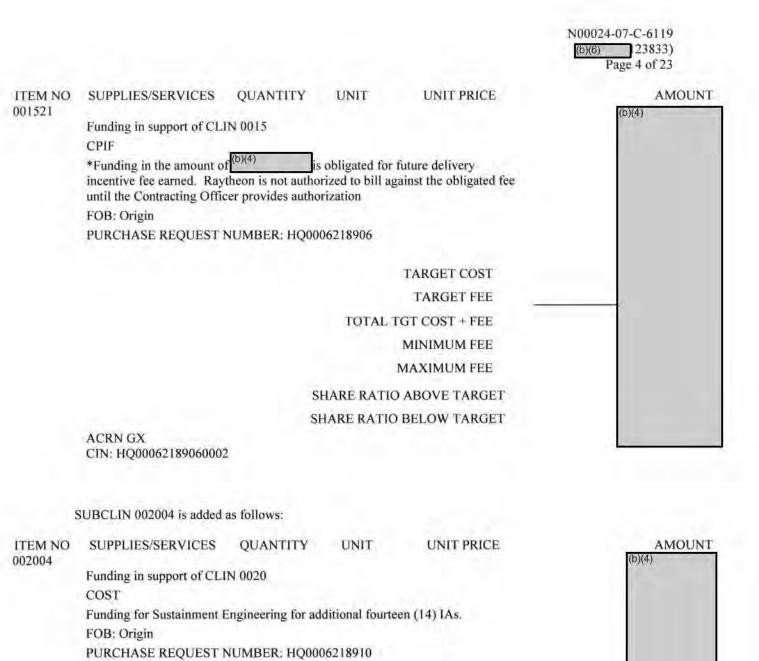
The target cost has increased by (b)(4)	from <sup>(b)(4)</sup>	to (b)(4)	
The target profit/fee has increased by (b)(4)	from (b)(4)	to (b)(4)	
The total cost of this line item has increased l	by (b)(4) fr	om (b)(4)	_ to (b)(4)

CLIN 0024 (b)(4)	1		_
The target cost has increased by	from (b)(4)	to <sup>(b)(4)</sup>	
The pricing detail quantity has increased by (b)	from <sup>(D)(4)</sup> to (b)(4)	and the second second	
The target profit/fee has increased by (b)(4)	from <sup>(b)(4)</sup>	to <sup>(b)(4)</sup>	

		024-07-C-6119 (6) 23833) Page 3 of 23
(b)(4)	The total cost of this line item has increased by $(b)(4)$ from $(b)(4)$ to	
3	SUBCLIN 001520 is added as follows:	
ITEM NO 001520	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE Funding in support of CLIN 0015 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: Origin PURCHASE REQUEST NUMBER: HQ0006218910	AMOUNT (b)(4)
	TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	
	ACRN GX	1

CIN: HQ00062189100004

SUBCLIN 001521 is added as follows:



Second Second

ESTIMATED COST

ACRN GX CIN: HQ00062189100001

SUBCLIN 002305 is added as follows:

N00024-01	
(b)(6)	23833)
Pag	e 5 of 23

ITEM NO 002305	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	Funding in support of CLI FFP	N 0023			
	Funding in support of CLI	N 0023			
	FOB: Origin				
	PURCHASE REQUEST 1	NUMBER: HQ000	06218910		
				-	
				NET AMT	
	ACRN GX				
	CIN; HQ00062189100002				
1	SUBCLIN 002403 is added	as follows:			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002403	Duraliza in Surrout of CU	NI 0024			(b)(4)
	Funding in Support of CLI CPIF	IN 0024			
	Funding for five (5) additi	onal Standard Mis	sile-3 (SM-3)	Missile Rounds (b)(4)	
	(b)(4)				
	FOB: Origin				
	PURCHASE REQUEST N	UMBER: HOOO	6218906		
				TARGET COST	
				TARGET FEE	
			TOTAL T	GT COST + FEE	
				MINIMUM FEE	
			1	MAXIMUM FEE	
		SI	ARE RATIO	ABOVE TARGET	
				BELOW TARGET	
	ACRN GX		and torrito		
	CIN: HQ00062189060001				

CLIN 0025 is added as follows:

					(b)(6) (23833) Page 6 of 23
1TEM NO 0025	SUPPLIES/SERVICES	QUANTITY 14	UNIT	UNIT PRICE	(b)(4)
	Additional Qty fourteen (	14) IA's			
	CPIF				
	The contractor will manuf Missile.	facture, assemble,	test, and deliv	er (14) SM-3 Block IA	
	FOB: Origin				
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	

SHARE RATIO BELOW TARGET

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SUBCLIN 002501 is added as follows:

ITEM NO 002501	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
002001	Funding in support of CL	N 0025			
	CPIF				
	FOB: Origin				
	PURCHASE REQUEST	NUMBER: HQ00	06218910		
				Section and the second	
				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 GX CIN: HQ00062189100003	1			

The following have been modified: <u>COST PLUS INCEENTIVE FEE SCHED</u> Cost Plus Incentive Fee Schedule

Applicable to (	ONLY CLIN 0016	5	763(4)	 
Total Estimate	d Costs		(b)(4)	
Cost of Money	6			
Target Cost				
COST INCEN	TIVE:			
Minimum Fee				
Target Fee				
Maximum Fee				
Share Ratio	Above Target	(b)(4)	1	
Share Ratio	Below Target	1		

# 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) to 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

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Cost Plus Incentive Fee Schedule

Applicable to CLIN 0017

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Share Ratio

(b)(4) Target

Above

Target Below

 Under CLIN 0017, there is no potential schedule incentive fee to be earned under CLIN 0017. All schedule incentive fee will be earned under Option CLIN 0024.

Cost Plus Incentive Fee Schedule

Applicable to CLIN 0023

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

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

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0024:

**Total Estimated Costs** 

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Share Ratio

Target Below Target

Above



(b)(4)

(b)(4)

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 a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for the subsequent will be eligible for the delivery incentive for the subsequent will be eligible for the delivery for the delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

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Cost Plus Incentive Fee Schedule

Applicable to CLIN 0025

(See Clauses 52.216-10 Determination of Schedule Incentive Fee Clauses)

Total Estimated Cost	(b)(4)
Cost of Money	
Target Cost	
COST INCENTIVE:	
Minimum Fee	
Target Fee	
Maximum Fee	
Share Ratio	Above Target (b)(4) Below
Share Ratio	Target
SCHEDULE INCENTIVE: *	
I day ahead of schedule (See Att	(b)(4)
30 days ahead	
60 days ahead	
*Calculated per missile and is pr	corated by day (at $(b)(4)$ 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 s	schedule)
Target Fee (target fee cost, 1 day	ahead of schedule)
Maximum Fee (max fee cost, 60	days ahead of schedule)

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 E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspe	ction Schedule was added f	for SUBCLIN 001520:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	for SUBCLIN 001521:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	or SUBCLIN 002004:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	or SUBCLIN 002305:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	or SUBCLIN 002403:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	or CLIN 0025:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
The following Acceptance/Inspe	ction Schedule was added f	for SUBCLIN 002501:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

The following have been modified:

#### 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) total 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 (b)(4)
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  $\binom{(b)}{24}$  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</u> <u>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 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 (0)(4) 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

1

The following Delivery Schedule item has been added to SUBCLIN 002004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
POP 31-AUG-2012 TO	N/A	N/A
30-SEP-2013		FOB: Origin

UIC

The following Delivery Schedule item has been added to SUBCLIN 002305:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-AUG-2012 TO 31-JAN-2014	N/A	N/A FOB: Origin	

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(b)(6)

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-MAY-2012 TO 31-JUL-2013	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 31-MAY-2012 TO 30-APR-2014	N/A	N/A FOB: Origin	

The following Delivery Schedule item has been added to CLIN 0025:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-AUG-2012 TO 30-SEP-2014	N/A	N/A FOB: Origin	

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) to (b)(4)

SUBCLIN 001520: Funding on SUBCLIN 001520 is initiated as follows:

ACRN: GX

CIN: HQ00062189100004

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255 P3-FY1214

Increase: (b)(4)

Total:<sup>(b)(4)</sup>

SUBCLIN 001521: Funding on SUBCLIN 001521 is initiated as follows:

ACRN: GX

CIN: HQ00062189060002

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255

Increase: ((b)(4)

SUBCLIN 002004: Funding on SUBCLIN 002004 is initiated as follows:

ACRN: GX

CIN: HQ00062189100001

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002305: Funding on SUBCLIN 002305 is initiated as follows:

ACRN: GX

CIN: HQ00062189100002

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255

Increas	e: <sup>(b)(4)</sup>	
Total:	b)(4)	

SUBCLIN 002403: Funding on SUBCLIN 002403 is initiated as follows:

ACRN: GX

CIN: HQ00062189060001

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255

Increase: (b)(4)

Total: <sup>(b)(4)</sup>	
--------------------------	--

SUBCLIN 002501: Funding on SUBCLIN 002501 is initiated as follows:

ACRN: GX

CIN: HQ00062189100003

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255

(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 <u>PERIOD OF</u> 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

	N00024-07-C-6119 (b)(6) 23833)
(b)(4)	Page 18 of 23
000115	31-De
000116	31-De
000117	30-Ju
000118	30-Se
000119	28-Fe
000120	28-Fe
CLIN 0001	
Total	
000301	29-Fe 31-Ma
000302	30-Se
	30-Se 30-Se
000303	
000304	31-De
000305 000306	30-Sej 30-Sej
000307	30-Sej 30-Sej
000308	30-Sej 31-Dei
000309	28-Fel
000310	28-Per 31-De
000311	31-De
000312	
000313	31-Dec 31-Dec
000314	
000315	31-De
000316 000317	28-Feb
000318	20-Pe 30-Se
000319	30-Se 30-Se
000320	30-3e 30-Se
000321 000322	30-Se 30-Se
000323	30-Se
000324	30-Se
000325	30-Se
000326	30-Se
000327	30-Se
000328	30-Se
000329	30-Se
000330	30-Se
000331	30-Se
000332	30-Se
000333	30-Se
000334	30-Se
000335	30-Se
000336	30-Se
000337	30-Sej
000338	50 50

	N00024-07-C-6119 (b)(6) 23833)
(b)(4)	Page 19 of 23
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	
CLIN 0008	
Total	
000901	31-Dec-09
000902	30-Oct-10
CLIN 0009 Total	
001302	31-Mar-11
001303	31-Ma-11 31-Mar-11
CLIN 0013	51-1414-11
Total	
001402	31-Mar-11
CLIN 0014	
Total	
001501	31-Dec-08
001502	31-Dec-11
001503	30-Oct-09
001504	30-Apr-10
and the second sec	

	N00024-07-C-6119 (b)(6) 23833) Page 20 of 23
(b)(4)	
1.2	30-Apr-10
	30-Apr-10
	31-Dec-11
	30-Sep-10
2	31-Dec-11
	30-Sep-10
	28-Feb-11
	31-Dec-11
	31-Dec-11
	31-Dec-11
	31-Dec-11
Sec	31-Dec-13
	30-Apr-14
), m	30-Apr-13
	31-Jul-13
d	
015	
t at	28-Feb-12
	28-Feb-12

	N00024-07-C-6119 (b)(6) 123833)
(b)(4)	rage 21 of 23
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
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	50-Apr-15
Total	
001701	31-May-12
CLIN 0017	
Total	
001801	31-Dec-13

	N00024-07-C-6119 (b)(6) 123833) Page 22 of 23
(b)(4)	31-Dec-1
	31-Dec-1
	51 000 1
	30-Apr-1
	30-Apr-1
	30-Apr-
	28-Feb-
	28-Feb-
	28-Feb-
	30-Sept-
	30-Sep-
	30-Sep-
	30-Sep-
	30-Sep-
	30-Apr-
	30-Apr-
	30-Apr-
	30-Apr-
	31-Jan-
3	
	31-Jul-
	31-Jul-
	30-Sept-
5	
al	

(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)

* AMENDMEND/MODIFICATION NO		3 HITCHVI DAH	I REQUISION/PURCHASE REQ NO	-	-	S PROI U	1 19 1 NO (Bapple at le)
P00103			SEE SCHEDULE				
1550-10305	(11))	HQ0276	7 ADMINISH RI D BY (Hotherth actem)	1	(3)	DI S03	05A
MISSILE DÉFENSE AGENCY (MDA) 17211 AVENUE D'SUITE 160 DAHLIGREN VA 22448 5154			DCMARAYTHEON TUCSON BLDG 801 MS J 2 TUCSON AZ 85734 1337				
NAME AND ADDRESS OF CONTR RAYTHEON COMPANY	ACTOR	(No., Street, County,	State and Zip Code)	T	9A. AMI NDM	INT OF S	DELCTEATION NO.
1151 E HERMANS RD TUCSON AZ 85756-9367					9B. DATED (S	EL ITEM	H)
				x			CT/ORDER NO.
001. 15090		FACILITY CO	DE	x	10B. DATTD 14-May-2007	(SET-ITEN	1 13)
	11	representation of the contract side is not the	APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
] the above numbered solicitation is anender	d as set for	nh in Item 14. The hour and	date specified for receipt of Offer		is extended.	is not ext	ended.
REALCTION OF YOUR OTHER. If by virtu	ue of this : ence to th	anendment you desire to ch e solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change any direat, and is received prior to the opening hour	hem	de by telegramor le	iler,	
See Schedule		100 - 100 <b>-</b> 100 - 77					
0.00		Contra a service de la contra de	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT	10.00			
A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITI	D PURS M 10A	UANT TO: (Specify a	authority) THE CHANGES SET FORTI	IIN	ITEM 14 ARE N		
office, appropriation date, etc.) S	ET FOR	TH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATI			as changes	in paying
C. THIS SUPPLEMENTAL ACREED	MENTI	SENTERED INTO P	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modifica FAR 52.243-3 Alt II, Changes - Cost							-
IMPORTANT: Contractor in	s not,	X is required to sig	n this document and return 1	co	nies to the issuin	g office.	
where feasible.) Modification Control Number: (b) The purpose of this modification is to	<sup>(6)</sup> 2 incorpo as delir	4064 rate under CLIN CLIN heated in the Summary	I by UCF section headings, including soli 0020 SM-3 Block IA Sustainment Engin of Changes. Additionally, this price in any of Changes.	eerir	ig an additional	(b)(4)	bor osal
·		unent referenced in hem	9A or 1 (b)(6)			_	
		unent referenced in Item (rint)	9A or 1 (b)(6)			pe 100	or print)
						'n	or print)
		rint)				'n	g officer

FAR (48 CI/R) 53.243

# 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 decreased by (b)(4)	from <sup>(b)(4)</sup>	to (b)(4)
	The total cost of this line item has decreased by (b)(4)	) rom <sup>(b)(4)</sup>	to
(b)(4)		or of the second	

#### SUBCLIN 001509

The CLIN description has changed from Funding for Potential Incentive Fee to Earned Incentive Fee. The CLIN extended description \*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.

Has been deleted.

SUBCLIN 001512

The CLIN description has changed from Funding for Earned & Potential Fee to Earned Incentive Fee. The CLIN extended description has changed from \*Funding in the amount of <sup>(b)(4)</sup> remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the <sup>(b)(4)</sup>, until the Contracting Officer provides authorization. <sup>(b)(4)</sup> has been authorized for incentive fee earned for CLIN 0004 deliveries.

Has Been deleted.

#### SUBCLIN 001513

The CLIN description Funding for Potential Incentive Fee has been deleted.

The CLIN extended description \*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. has been deleted.

Has been deleted

SUBCLIN 001514

The CLIN description Funding for Potential Incentive Fee has been deleted.

The CLIN extended description \*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, has been deleted.

Has been deleted.

SUBCLIN 001516

The CLIN extended description has changed from Funding in the amount of (b)(4) is obligated for furture delivery incentive fee earned for CLIN 0018. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To:

Funding in the amount of (b)(4) is obligated for furture delivery incentive fee earned for CLIN 0018. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

# SUBCLIN 001517.

(b)(4) The CLIN extended description has changed from PR# HQ0006211070 BASIC Funding in the amount of is obligated for potential incentive fee earned. Raytheon is not authorized to bill against the until the Contracting Officer provides authorization.

To:.

PR# HQ0006211070 BASIC Funding in the amount of <sup>(b)(4)</sup> is obligated for potential incentive fee earned for CLIN 0019. Raytheon is not authorized to bill against the <sup>(b)(4)</sup> until the Contracting Officer provides authorization.

CLIN 0020

The estimated/max cost has increased by	(b)(4)	from(b)(4)	(b)(4)	L
The fixed fee has increased by (b)(4)	from (0)(4)	to <sup>(b)(4)</sup>		9°
The total cost of this line item has increas	ed by $^{(b)(4)}$	from <sup>(b)(4)</sup>	(b)(4)	

SUBCLIN 001667 is added as follows:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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					rage 4 01 18
ITEM NO 001667	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	Incremental Funding				
	CPIF				
	PR# HQ0006219343 BAS	SIC			
	FOB: Origin				
	PURCHASE REQUEST	NUMBER: HQ00	06219343		
				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 HB. CIN: HQ0006219343000	1			
\$	SUBCLIN 002005 is added	as follows:			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
002005	Funding for CLIN 0020				1~1. · · ·
	CPFF				
	FOB: Origin				
	PURCHASE REQUEST	NUMBER: 18973	Ĩ.		
			ESTIN	ATED COST	
				FIXED FEE	
	5 1400 C 1400		TOTAL EST	COST + FEE	
	ACRN GU CIN: 189730001				-

SUBCLIN 002006 is added as follows:

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002006	SUFFLIES/SERVICES	QUANTIT	UNIT	UNIT FRICE	(b)(4)
	Funding for CLIN 0020				
	CPFF				
	FOB: Origin				
	PURCHASE REQUEST	NUMBER: HQ000	06219219		
			ESTIM	ATED COST	
				FIXED FEE	
			TOTAL EST	COST + FEE	
	ACDNCV				

ACRN GX CIN: HQ00062192190001

SUBCLIN 002007 is added as follows-

ITEM NO 002007	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2022.0	Funding for CLIN 0020				
	CPFF				
	FOB: Origin				
	PURCHASE REQUEST	NUMBER: HQ000	06219216		
			ESTIM	IATED COST	
				FIXED FEE	
			TOTAL EST	COST + FEE	
	ACRN HA				
	CIN: HQ0006219216000	I			

SUBCLIN 002008 is added as follows:

ITEM NO 002008	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002000	Incremental Funding				x-7x=7
	CPFF				
	HQ000619501				
	FOB: Origin				
			ESTIM	IATED COST	
				FIXED FEE	
			TOTAL EST	COST + FEE	
	ACRN ET		TOTAL LOT	cost (TEE	
	CIN: 000000000000000000	00000000000000			1

# SUBCLIN 002009 is added as follows:

	SUBCLIN 002009 is added	as follows.			
ITEM NO 002009	SUPPLIES/SERVICES Incremental Funding CPFF PR AB9KLG04204 FOB: Origin	QUANTITY	UNIT	UNIT PRICE	(b)(4)
			ESTIM	IATED COST	
			Lotin	FIXED FEE	
			TOTAL EST	COST + FEE	
	ACRN DF CIN: 000000000000000000000000000000000000				
3	SUBCLIN 002010 is added	as follows:			
ITEM NO 002010	SUPPLIES/SERVICES Incremental Funding FFP AB9KLG04217 FOB: Origin	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
				NET AMT	
	ACRN DV CIN: 000000000000000000000000000000000000	000000000000000000000000000000000000000			
	SUBCLIN 002011 is added	as follows:			
ITEM NO 002011	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
	Incremental Funding CPFF				
	AB9KLG04213				
	FOB: Origin				
			ESTIM	IATED COST	
				FIXED FEE	
	3		TOTAL EST	COST + FEE	
	ACRN EF				

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#### 

# SUBCLIN 002012 is added as follows:

ITEM NO 002012	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	Incremental Funding				
	CPFF				
	AB9KLG05103				
	FOB: Origin				
			ESTIM	IATED COST	
				FIXED FEE	
			TOTAL EST	COST + FEE	
	ACRN EG CIN: 000000000000000000	000000000000000			<u>.</u>

The following have been modified:

#### 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) total 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 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</u> <u>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 terms and conditions 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  $\begin{bmatrix} b \\ a \end{bmatrix}$  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 G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of th	is modification, the	total funded amount for this document	was increased by <sup>(b)(4)</sup>
from <sup>(b)(4)</sup>	to(b)(4)	and the second se	
and the second second			

# SUBCLIN 001509:

DF: 9700300.2520 10 BM 2520 1095000000	255Y S12135 MD0E2	209E3C4204 021434 (CIN
DF: 9700300,2520 10 BM 2520 10950000000 AB9KLG042040001) was decreased by <sup>(b)(4)</sup>	from <sup>(b)(4)</sup>	to(b)(4)

#### SUBCLIN 001512:

DV: 9700300.2520 10 BM 2520 109500000		D0E209E2C4217 02	1354 (CIN
AB9KLG042170001) was decreased by (b)(4)	from <sup>(b)(4)</sup>	to (b)(4)	

# SUBCLIN 001513:

EF: 9700300.2520 10 BM 2520	1095000000 2	55Y S12135 ME	00E209E3C4213 021434	(CIN
EF: 9700300.2520 10 BM 2520 AB9KLG042130001) was decreased	by (b)(4)	from <sup>(b)(4)</sup>	to <sup>(b)(4)</sup>	

#### SUBCLIN 001514:

EG: 9700300.2520 10 BM 2520	10950000000 2553	Y S12135 MD0E	209E3C5103 021434 (CIN
EG: 9700300.2520 10 BM 2520 AB9KLG051030001) was decreased	by <sup>(b)(4)</sup> from	m <sup>(b)(4)</sup> to	(b)(4)

# SUBCLIN 001516:

ET: 044411 097	0300 000 N 20102012 D 109	950000000	2520 HQ000619501	000001 000001
(CIN HQ00061950100	001) was decreased by (b)(4)	from <sup>(b)(4)</sup>	d (b)(4)	

#### SUBCLIN 001517:

GT: 044411 097	0300 000 N 20112013 D 2520	PB SPD09	P3-FY1113	710000	260
(CIN HQ00062995700	15) was decreased by <sup>(b)(4)</sup>	from <sup>(b)(4)</sup>	to (b)(4)		

SUBCLIN 001667:

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Funding on SUBCLIN 001667 is initiated as follows:

ACRN: HB

CIN: HQ00062193430001

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SP109 A2-FY1112 710000 255

Increase: <sup>(b)(4)</sup> Total:<sup>(b)(4)</sup>

SUBCLIN 002002:

GT: 044411 097	0300 000 N 20112013 D 2520	PB_SPD09	P3-FY1113	710000	260
(CIN HQ000629957002	0300 000 N 20112013 D 252( 20) was increased by $(b)(4)$	from (b)(4)	to(b)(4)	1000	

SUBCLIN 002005:

Funding on SUBCLIN 002005 is initiated as follows:

ACRN: GU

CIN: 189730001

Acctng Data: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000 255

Increase: (b)(4)	
Total: (b)(4)	

SUBCLIN 002006: Funding on SUBCLIN 002006 is initiated as follows:

ACRN: GX

CIN: HQ00062192190001

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09\_FY12 P3-FY1214 710000 255 P3-FY1214

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

SUBCLIN 002007:

Funding on SUBCLIN 002007 is initiated as follows:

ACRN: HA

CIN: HQ00062192160001

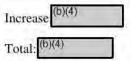
Acetng Data: 044411 097 0300 000 N 20102012 D 2520 P7 WE209 E2-FY1012 710000 255

Increa	se: (b)(4)	
Total:		

SUBCLIN 002008: Funding on SUBCLIN 002008 is initiated as follows:

ACRN: ET

Acctng Data: 044411 097 0300 000 N 20102012 D 10950000000 2520 HQ000619501 000001 000001

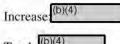


SUBCLIN 002009:

Funding on SUBCLIN 002009 is initiated as follows:

ACRN: DF

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4204 021434



Total: (b)(4)

SUBCLIN 002010: Funding on SUBCLIN 002010 is initiated as follows:

ACRN: DV

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4217 021354

Increa	se: <sup>(b)(4)</sup>	
Total:	(b)(4)	

SUBCLIN 002011: Funding on SUBCLIN 002011 is initiated as follows:

ACRN: EF

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4213 021434

Increase:	(b)(4)

Total:	(b)(4)
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SUBCLIN 002012: Funding on SUBCLIN 002012 is initiated as follows:

ACRN: EG

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5103 021434

Increase	e: <sup>(b)(4)</sup>	
Total <sup>(b</sup>	)(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

	N00024-07-C-6119 P00103
	Poolos Page 13 of 18
(b)(4)	and the second se
	31-Dec
	30-Jur
	30-Sep
	28-Feb
	28-Fe
1	
	29-Fe
	31-Ma
	30-Se
	30-Se
	31-De
	30-Se
	30-Se
	30-Se
	30-Se
	31-De
	28-Fe
	31-De
	10.0 P.1
	28-Fe
	30-Se
	50-50
	28-Fe
	30-Se

	N00024-07-C-6119 P00103 Page 14 of 18
(b)(4)	28-Feb
000341	28-reb
CLIN 0003	
Total	
000401	30-Sep
000402	30-Sep
000403	30-Sep
000404	31-Mar
000405	31-Jan
000406	31-Dec
000407	31-Dec
000408	31-Dec
CLIN 0004	51-000
Total	
Total	
000501	30-Nov
CLIN 0005	
Total	
000701	31-Ju
000702	30-Ma
CLIN 0007	50-iwa
Fotal	
i otal	
000801	
CLIN 0008	
Fotal	
000901	31-Dec
000902	30-Oc
CLIN 0009	
Total	
001302	31-Ma
001303	31-Ma
CLIN 0013 Total	
001402	31-Ma
CLIN 0014	
Total	
001501	31-Dec
001502	31-Dec
001503	31-Det 30-Oct
001504	30-Apr
001505	30-Ap
001506	30-Ap

	N00024-07-C-6119 P00103 Page 15 of 18
(b)(4)	
001507	31-Dec-11
001508	30-Sep-10
001509	31-Dec-11
01510	30-Sep-10
01511	28-Feb-11
01512	31-Dec-11
01513	31-Dec-11
01514	31-Dec-11
01515	31-Dec-11
01516	31-Dec-13
01517	30-Apr-14
01518	30-Apr-13
01519	31-Jul-13
01520	
01521	
LIN 0015	
otal	
01601	28-Feb-12
01602	28-Feb-12
01603	28-Feb-12
01604	28-Feb-12
01605	28-Feb-12
01606	28-Feb-12
01607	28-Feb-12
01608	28-Feb-12
01609	28-Feb-12
01610	28-Feb-12
01611	28-Feb-12
01612	28-Feb-12
01613	28-Feb-12
01614	28-Feb-12
01615	28-Feb-12
01616	28-Feb-12
01617	28-Feb-12
01618	28-Feb-12
01619	28-Feb-12
01620	28-Feb-12
01621	28-Feb-12
01622	28-Feb-12
01623	28-Feb-12
01624	28-Feb-12
01625	28-Feb-12
01626	28-Feb-12
01627	28-Feb-12
01628	28-Feb-12
01629	28-Feb-12
01630	28-Feb-12

	N00024-07-C-6119
	P00103 Page 16 of 18
(b)(4)	
001631	.28-1
001632	28-1
001633	28-
001634	-28-1
001635	28-1
001636	28-1
001637	28-
001638	28-1
001639	28-1
001640	28-1
001641	28-1
001642	28-1
001643	28-1
001644	28-1
001645	28-1
001646	28-1
001647	28-1
001648	28-1
001649	28-1
001650	28-1
001651	28-1
001652	28-1
001653	28-1
001654	28-1
001655	28-1
001656	28-1
001657	28-1
001658	28-1
001659	28-1
001660	28-1
001661	28-1
001662	28-1
001663	30-3
001664	30-4
001665	30-7
001666	30-4
001667	30-
CLIN 0016	
Total	
001701	31-N
CLIN 0017	
Total	
001801	31-1
001802	31-I
001803	31-1

	N00024-07-C-6119 P00103
	Page 17 of 18
(b)(4)	
CLIN 0018	
Fotal	
001901	30-Apr
001902	30-Apr
001903	30-Apr
CLIN 0019	Jorapi
Fotal	
002001	28-Feb
002002	28-Feb
002003	28-Feb
002004	28-Feb
002005	28-Feb
002006	28-Feb
002007	28-Feb
002008	28-Feb
002009	28-Feb
002010	28-Feb
002011	28-Feb
002012	28-Feb
CLIN 0020 Fotal	
002101	30-Sep
002102	30-Sep
002103	30-Sep
CLIN 0021	30-Sep
Fotal	50 OCP
002301	30-Apr
002302	30-Apr
002303	30-Apr
002304	30-Apr
002305	
CLIN 0023 Fotal	
002401	31-Jul
002402	31-Jul 31-Jul
002403	31-34
CLIN 0024	
Fotal	
002501	
CLIN 0025	
Fotal	

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.

(End of Summary of Changes)

(b)(4)

AMENDMENT OF SOLIC	CITATION/MODI	FICATION OF CONTRACT	Ţ	1. CONTRACT V	ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	TNO.(Ifapplicable)
P00104	24-Sep-2012	SEE SCHEDULE				
6. ISSUED BY COE 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		со	DE S03	05A
8. NAME AND ADDRESS OF CONTRACT RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	COR (No., Street, County,	State and Zip Code)	×	9B. DATED (S	EE ITEM CONTRA 6119	CT/ORDER NO.
CODE 15090	FACILITY CO	DE	Х	14-May-2007		1925
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	TIT	ATIONS		
or (c) By separate letter or telegram which inclus RECEIVED AT THE PLACE DESIGNATED F REJECTION OF YOUR OFFER. It by virtue of provided each telegramor letter makes relerence 12. ACCOUNT ING AND. APPROPRIATIO	des a reference to the solicitation OR THE RECEIPT OF OFFERS this amendment you desire to ch to the solicitation and this amen	ent; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIES ange an offer already submitted, such change may b dment, and is received prior to the opening hour a	CK M/	NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE	
See Schedule			_			
		TO MODIFICATIONS OF CONTRACT: CT/ORDER NO. AS DESCRIBED IN ITI				
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM		authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N	IADE IN T	THE
	FORTH IN ITEM 14, PUI	D TO REFLECT THE ADMINISTRATIV RSUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:			as changes	in paying
D. OTHER (Specify type of modification FAR 52.222.32, Limitation of Funds	and authority)					
E. IMPORTANT: Contractor X is no	t, 📄 is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MC where feasible.) Modification Control Number: (0)(6) The purpose of this modification is to pro This modification also revise CLIN 0020 "	24307 vide incremental funding	in the amount of $(b)(4)$ for CLIN 0	016	k	ect matter	
Except as provided herein, all other term	s and conditions of the co	ntract remain unchanged and in full ford	0e a	and effect.		
Except as provided herein, all terms and conditions o	f the document referenced in Iten	19A or (0)(6)		and in fall becaused	Latin 1	
15A. NAME AND TITLE OF SIGNER (Ty	pe or print)	(0)(0)			ype	e or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	BD				6C. DATE SIGNED 24-Sep-2012
(Signature of person authorized to sign	)					
EXCEPTION TO SF 30		30-105-04		ST	ANDARD I	FORM 30 (Rev. 10-

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#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

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

SUBCLIN 001665

The CLIN extended description has changed from PR# HQ0006217293 BASIC & PR# HQ0006218127 BASIC

To:

This ACRN and SubCLIN is funded by following PRs: HQ0006217293 BASIC, HQ0006218127 BASIC & HQ0006219896 BASIC..

SUBCLIN 001668 is added as follows:

ITEM NO 001668	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
001008	Incremental Funding				1000
	CPIF				
	PR# HQ0006219877 BAS	SIC & PR# HQ000	06219893		
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: HQ00	06219877		
				TARGET COST	
				TARGET FEE	
			TOTAL	IGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIC	) BELOW TARGET	
	ACRN GV CIN: HQ0006219877001	6			

SUBCLIN 001669 is added as follows:

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ITEM NO 001669	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
001002	Incremental Funding				
	CPIF				
	PR# HQ0006219891 BAS	SIC			
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: HQ00	06219891		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	8
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	BELOW TARGET	
	ACRN HC CIN: HQ00062198910010	6			

# 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 $b)(4)$ to $(b)(4)$
SUBCLIN 001665:
GY: 044411 097 0400 000 N 20112012 D 2520 XC SPD09 A2-01-FY1112
UBCLIN 001668:
Funding on SUBCLIN 001668 is initiated as follows:
ACRN: GV
CIN: HQ00062198770016
Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPD09 A3-01-FY1112 (10000 255
Increase: (b)(4)
Total: <sup>(b)(4)</sup>

SUBCLIN 001669: Funding on SUBCLIN 001669 is initiated as follows:

ACRN: HC

CIN: HQ00062198910016

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPF09 710000 255

Increase<sup>(b)(4)</sup> Total: <sup>(b)(4)</sup>

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	a second s				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

A0-01-FY1112

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(b)(4)	
18	30-Sep-09
19	28-Feb-10
20	28-Feb-10
N 0001	
	29-Feb-08
01	31-Mar-08
02	30-Sep-08
03	30-Sep-08
14	31-Dec-08
5	30-Sep-08
6	30-Sep-08
7	30-Sep-08
8	30-Sep-08
9	31-Dec-08
0	28-Feb-11
1	31-Dec-08
2	31-Dec-08
3	31-Dec-08
4	31-Dec-08
5	31-Dec-08
6	
7	28-Feb-11
	30-Sep-09
	30-Sep-09
	30-Sep-09
	30-Sep-09
2	30-Sep-09
3	30-Sep-09
	30-Sep-09
5	30-Sep-09
	30-Sep-09
	30-Sep-09
3	30-Sep-09
9	30-Sep-09
0	30-Sep-09
1	30-Sep-09
2	30-Sep-09
33	30-Sep-09
34	30-Sep-09
35	30-3cp-09
36	30-sep-09
37	
	30-Sep-09
38	20 F.1. 11
39	28-Feb-11
0	30-Sep-10
1	28-Feb-11

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		Page 6 of 10
CLIN 0003	(b)(4)	
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		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
		1.000
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

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(b)(4)	Page 7 of 10
08	30-Sep-
09	31-Dec-1
10	30-Sep-1
11	28-Feb-1
12	31-Dec-1
13	31-Dec-1
14	31-Dec-1
15	31-Dec-1
16	31-Dec-
17	30-Apr-1
18	30-Apr-1
19	31-Jul-1
20	30-Sep-
21	31-Jul-1
0015	51 301
1013	
01	28-Feb-1
02	28-Feb-
03	28-Feb-1
04	28-Feb-
05	28-Feb-1
06	28-Feb-
07	28-Feb-1
08	28-Feb-1
09	28-Feb-
10	28-Feb-
11	28-Feb-
12	28-Feb-
13	28-Feb-
14	28-Feb-
15	28-Feb-
16	28-Feb-
17	28-Feb-
18	28-Feb-J
19	28-Feb-
20	28-Feb-
21	28-Feb-
22	28-Feb-
23	28-Feb-
24	28-Feb-
25	28-Feb-
26	28-Feb-
27	28-Feb-
28	28-Feb-
29	28-Feb-
30	28-Feb-
31	28-Feb-

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(b)(4)	Page 8 of 10
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
01644	28-Feb-12
001645	28-Feb-12
01646	28-Feb-12
001647	28-Feb-12
001648	28-Feb-12
01649	28-Feb-12 28-Feb-12
01650	28-Feb-12 28-Feb-12
01651	28-Feb-12 28-Feb-12
Conference of the second se	
01652	28-Feb-12
01653	28-Feb-12
01654	28-Feb-12
01655	28-Feb-12
01656	28-Feb-12
01657	28-Feb-12
01658	28-Feb-12
01659	28-Feb-12
01660	28-Feb-12
01661	28-Feb-12
01662	28-Feb-12
01663	30-Sep-12
01664	30-Apr-13
01665	30-Apr-13
01666	30-Apr-13
01667	30-Apr-13
01668	30-Apr-13
01669	30-Apr-13
LIN 0016	
`otal	
01701	31-May-12
CLIN 0017	
Fotal	
001801	31-Dec-13
001802	31-Dec-13
001803	31-Dec-13

	N00024-07-C-6119
	P00104
(b)(4)	Page 9 of 10
CLIN 0018	
Total	
001901	30-A
001902	30-A
001903	30-A
CLIN 0019	
Total	
002001	28-F6
002002	28-Fe
002003	28-FG
002004	28-F6
002005	28-F6
002006	28-Fe
002007	28-Fc
002008	28-F6
002009	28-Fe
002010	28-Fe
002011	28-F0
002012	28-F6
CLIN 0020	
Total	
002101	30-S6
002102	30-Sc
002103	30-Se
CLIN 0021	30-So
Total	
002301	30-A
002302	30-A
002303	30-A
002304	30-A
002305	30-A
CLIN 0023	
Total	
002401	31-J
002402	31-J
002403	31-J
CLIN 0024	
Total	
002501	30-Se
CLIN 0025	
Total	

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.

(End of Summary of Changes)

(b)(4)

PODIO5	LITT CHVI DAT	4 REQUISITION/PURCHASE REQ SEE SCHEDULE	NO	і ркол с	150 (Itapplicable)
	11-Oct-2012	145 45 42 47		1 1	
6 ESSLED BEY CODI MISSBE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7 ADMINISTER D BY (Inother than DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	(Hem6)	CODE S030	J5A
8. NAME AND ADDRESS OF CONTRACT BAYTHEON COMPANY	OR (No., Street, County,	, State and Zip Code)	1	9A. AMENDMENT OF S	DETETLATION NO
1151 E HERMANS RD TUCSON AZ 85756-9967				9B. DATED (SEE ITEM )	
			x	10A. MOD. OF CONTRA N00024-07-C-6119	
CODE 15090	FACILITY CO	NNU	×	10B. DATED (SEE ITEM 14-May-2007	1 1 3)
		APPLIES TO AMENDMENTS OF			
or (c) By separate letter or telegram which include RI CEIVED AT THE PLACE DESIGNATED FC RI-IECTION OF YOUR OFFER. If by virtue of the provided each telegramor letter mikes reference to 12. ACYOLINETING AND ADDROPPIATION	DR 1111: RECEIPT OF OFFER his anendment you desire to ch a the solicitation and this ame	S PRIOR TO THE HOUR AND DAILS SP. nange an offer already submitted, such chan	ECIFIED M/	AY RESULT IN de by telegramor letter.	
12. ACCOUNTING AND APPROPRIATION See Schedule	A DATA (Il required)				
	ITEM APPLIES ONLY	TO MODIFICATIONS OF CONT	RACTSO	RDERS.	
IT M	ODIFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED	IN ITEM	14.	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET F4 C. THIS SUPPLEMENTAL AGREEMEN X D. OTHER (Specify type of modification	ORTH IN ITEM 14, PUI T IS ENTERED INTO P	RSUANT TO THE AUTHORITY	OF FAR 4	HANGES (such as changes 3,103(B).	in paying
Mutual Agreement of the parties		- 11 <sup>2</sup>			
E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MOI		gn this document and return		pies to the issuing office.	
where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incre be provided under FMS CLIN 0009 in the a and conditions remain unchanged and in f	amount of (b)(4) an	01, 0003, 0004, 0005, 0007, 0008 Id Delivery Incentive CLIN 0015 in	, 0009, an the amour	d 00 <u>12. In addition, funding</u> at of $(b)(4)$ All other ten	
b)(6)	rument referenced in Item print) 15C, DATH SIGNE 10/16/			ch n	or print) SOACO C. DATE SIGNLD 10 23/12

•

AMENDMENT OF SOLIC	TIATION/MODI	FICATION OF CONTRACT	v		1   12
AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO SEE SCHEDULE	-	5 PROJECT	NO (Ifapplicable)
ISSUED BY COD	11-Oct-2012			DE S030	EA
MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		3050	54
NAME AND ADDRESS OF CONTRACT RAYTHEON COMPANY	OR (No., Street, County,	State and Zip Code)	9A. AMENDA	MENT OF SO	LICITATION NO
1151 E HERMANS RD TUCSON AZ 65756-9367			9B. DATED (		
					T/ORDER NO.
ODE 15090	FACILITY CO	UE I	10B. DATED 14-May-2007	(SEE ITEM	13)
	11. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLICI	TATIONS		
The above numbered solicitation is amended as s	et forth in Item 14. The hour and	date specified for receipt of Offer	is extended.	is not exter	nded.
RECEIVED AT THE PLACE DESIGNATED F REJECTION OF YOUR OFFER. Ifby virtue of provided each telegramor letter makes reference	OR THE RECEIPTOF OFFERS this amendment you desire to ch to the solicitation and this amen	and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be dment, and is received prior to the opening hour and	MAY RESULTIN made by telegram or l		
ACCOUNTING AND APPROPRIATIO	N DATA (If required)				
See Schedule	SITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS		
		CT/ORDER NO. AS DESCRIBED IN ITEM			
CONTRACT ORDER NO. IN ITEM 1	0A.	authority) THE CHANGES SET FORTH II			
	ORTH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATIVE SUANT TO THE AUTHORITY OF FAR		as changes u	n paying
	te nacionalita de solarita	OKSOANT TO AUTHORITE OF.			
D. OTHER (Specify type of modification Mutual Agreement of the parties					
IMPORTANT: Contractor is not	, X is required to sig	gn this document and return 1	copies to the issuir	ng office.	
where feasible.) Modification Control Number. (b)(6)	124176 ease ceiling on CLINs 000 amount of <sup>(b)(4)</sup> an	I by UCF section headings, including solicit 01, 0003, 0004, 0005, 0007, 0008, 0009, d Delivery Incentive CLIN 0015 in the amo	and 00 <u>12. In ad</u> d		
wept as provided herein, all terms and conditions of	The document referenced in Item	9A or ((b)(6)		-	
A. NAME AND TITLE OF SIGNER (Typ				pe	or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D		160	C DATE SIGNED
				2	3-Oct-2012

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM from (b)(4) to The total cost of this contract was increased by(b)(4) (b)(4)SECTION B - SUPPLIES OR SERVICES AND PRICES **CLIN 0001** (b)(4) The target cost has increased by (b)(4) from (b)(4) The target profit/fee has increased by (b)(4) rom (b)(4) (b)(4) (b)(4) The total cost of this line item has increased by (b)(4) from (b)(4) **CLIN 0003** from (b)(4) to :(b)(4) The target cost has increased by (b)(4) from (b)(4) to (b)(4) The target profit/fee has increased by(b)(4) (b)(4) The total cost of this line item has increased b (b)(4) from to **CLIN 0004** to (b)(4) The target cost has increased by (b)(4) from (b)(4) (b)(4) from (b)(4) The target profit/fee has increased by (b)(4) to (b)(4) (b)(4) (b)(4) The total cost of this line item has increased by from **CLIN 0005** from (b)(4) The target cost has increased by (b)(4) to (b)(4) from(b)(4) (b)(4) The target profit/fee has increased by (b)(4) (b)(4) b)(4) to (b)(4) The total cost of this line item has increased by from **CLIN 0007** The target cost has increased by (b)(4) rom (b)(4) to (b)(4) The target profit/fee has increased by (b)(4) from(b)(4) c(b)(4) (b)(4) The total cost of this line item has increased by(b)(4) from (b)(4) **CLIN 0009** from (b)(4) (b)(4) The target cost has increased by (b)(4) (b)(4) from (b)(4) The target profit/fee has increased by(b)(4) (b)(4) The total cost of this line item has increased by(b)(4) from (b)(4)

SUBCLIN 000901 The CLIN extended description has changed from MIPR N0002408MP50661 to MIPR N0002408MP50661 and MIPR N0002408MP50661.

#### CLIN 0015

The estimated/max cost has increased by (b)(4)	from (b)(4)	(b)(4)	
The total cost of this line item has increased by (b)(4)	from (b)(4)	to (b)(4)	

#### SUBCLIN 001510

The CLIN extended description has changed from Incentive fee for CLIN 0009 deliveries to Incentive fee for CLIN 0009 deliveries. (b)(4) from MIPR N0002408MP50661.

SUBCLIN 001665

The MDAP/MAIS Code CAA has been deleted.

SUBCLIN 001666 The MDAP/MAIS Code CAA has been deleted.

SUBCLIN 002402 The MDAP/MAIS Code CAA has been deleted.

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0009, and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs

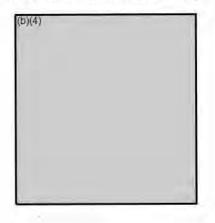
Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee



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

SCHEDULE INCENTIVE: \*

I day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead

(b)(4)		

(b)(4)

\*Calculated per missile and is prorated by day (at(0)(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

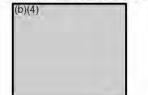
Applicable to CLINS 0018 and 0019

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

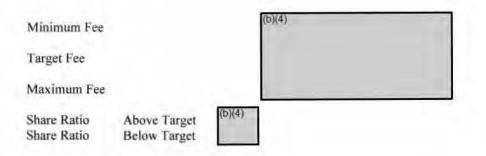
**Total Estimated Costs** 

Cost of Money

Target Cost



COST INCENTIVE:

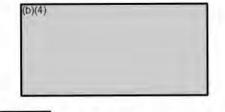


### SCHEDULE INCENTIVE: \*

1 day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead



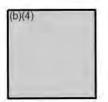
\*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days. \*\* The target cost of each missile shall be determined based on the target cost of the applicable CLIN

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)



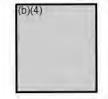
Cost Plus Incentive Fee Schedule

Applicable to CLINS 0013, 0014, and 0021 \*These are cost incentive CLINS only. There is not a schedule incentive associated with these CLINS.

Total Estimated Costs

Cost of Money

Target Cost



COST INCENTIVE:

Minimum Fee		(b)(4)	
Target Fee			
Maximum Fee			
Share Ratio Share Ratio	Above Target Below Target	(b)(4)	

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this i	nodification, the total funded amount for this document was increased by ((D)(4)	
from (b)(4)	to <sup>(b)(4)</sup>	

#### SUBCLIN 000901:

AQ: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01	H54GY425101P (CIN	-
AQ: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 MIPRN0002408MP506610001) was increased by <sup>(b)(4)</sup>	from <sup>(b)(4)</sup>	o <sup>(b)(4)</sup>

SUBCLIN 001510:

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	TARGET FEE	TOTAL ALLOTED	INCENTIVE FEE	Funds Exhaust
PERIOD OF		TO CPIF	AWARDED	Date
PERFORMANCE				

	N00024-07-C-6119 P00105
(b)(4)	Page 7 of 12
000101	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	
000301	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	
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

# N00024-07-C-6119 P00105 Page 8 of 12

000326	(b)(4)	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		50 500-07
000339		28-Feb-11
000339		30-Sep-10
000340		28-Feb-11
CLIN 0003		26-FED-11
Total		
000401		30-Sep-08
000401		30-Sep-08
00402		30-Sep-08
		30-Sep-08 31-Mar-09
000404		
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Fotal		
000501		30-Nov-08
CLIN 0005		50-1407-08
Total		
000701		31-Jul-09
00702		30-Mar-09
CLIN 0007		20 Mill 02
Fotal		
000801		
CLIN 0008		
Fotal		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		

Page 9 of 17
Page 9 of 12
31-Mar
31-Mar
31-Mar
31-Dec
31-Dec-
30-Oct-
30-Apr-
30-Apr-
30-Apr-
31-Dec-
30-Sep-
31-Dec-
30-Sep-
28-Feb-
31-Dec-
30-Apr-
30-Apr-
31-Jul-
51-501-
28-Feb-

# N00024-07-C-6119 P00105 Page 10 of 12

		1 uge 10 01 12
001616	(b)(4)	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
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
001662		28-Feb-12
001663		30-Sep-12

	N00024-07-C-6119 P00105 Page 11 of 12
(b)(4)	
001664	30-Apr
001665	30-Apr
001666	30-Apr
001667	30-Apr
001668 001669	30-Apr
CLIN 0016	30-Apr
Total	
001701	31-May
CLIN 0017	
Total	
001801	31-Dec
001802	31-Dec-
001803	31-Dec-
CLIN 0018	
Total	
001901	30-Apr-
001902	30-Apr-
001903	30-Apr-
CLIN 0019 Total	
000001	in the second
002001	28-Feb-
002002	28-Feb-
002003	28-Feb-
002004 002005	28-Feb
	28-Feb
002006	28-Feb
002007 002008	28-Feb-
002009	28-Feb-
002010	28-Feb-
002011	28-Feb-
002012	28-Feb-
CLIN 0020	28-Feb-
Total	
002101	30-Sep-
002102	30-Sep-
002103	30-Sep- 30-Sep-
CLIN 0021	30-Sep-
Total	50-50p-
002301	30-Apr-
002302	30-Apr-

	P00105 Page 12 of 12
002303 002304 002305 CLIN 0023	30-Apr-13 30-Apr-13
Total 002401 002402 002403 CLIN 0024 Total	31-Jul-13 31-Jul-13
002501 CLIN 0025 Total	
Grand Total	

N00034 07 C 6110

(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.

PAGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION

DATE

(End of Summary of Changes)

AMENDMENT OF SOLICIT	TATION/MODII	FICATION OF CONTRACT		1. CONTRACT V	ID CODE	PAGE OF PAGES
. Amendment/modification no. P00106	3. EFFECTIVE DATE 25-Oct-2012	4. REQUISITION/PURCHASE.REQ. NO, SEE SCHEDULE			5. PROJE	CTNO.(If applicable)
ALSSUED. 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		CO	DE SO	305A
8. NAME AND ADDRESS OF CONTRACT OF RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	R (No., Street, County,	State and Zip Code)	x	9B. DATED (S	EE ITEM CONTRA 6119	ACT/ORDER NO.
ODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	x	14-May-2007		M 15)
	THE RECEIPT OF OFFERS amendment you desire to ch be solicitation and this amen DAT A (If required) TEM APPLIES ONLY DIFIES THE CONTRA SUANT TO: (Specify A. /ORDER IS MODIFIEI RTH IN ITEM 14, PUF	PRIOR TO THE HOUR AND DATE SPECIFIEJ ange an offer already submitted, such change may idment, and is received prior to the opening hour a TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH O TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA	D M/ be mained d S/OI EM IN	AY RESULT IN the by telegramor. le ate specified. RDERS. 14. ITEM 14 ARE M CHANGES (such	tter, MADE IN	
D. OT HER (Specify type of modification ar FAR 52.232-22 Limitation of Funds	id authority)					
. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
The purpose of this modification is to provid except as provided herein, all terms and conditions of the 5A. NAME AND TITLE OF SIGNER (Type	13145 e funding in the amour document referenced in Iten or print )	nt of (b)(4) for CLIN 0016.			I effect.	ne or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	3D				16C. DATE SIGNED 26-Oct-2012
(Signature of person authorized to sign) EXCEPTION TO SF 30		30-105-04		ST	ANDARD	FORM 30 (Rev. 10-8

market and	1.1.0.1.		20	
APPRO	VED	BY OII	RM 1	1-84

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#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

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

SUBCLIN 001670 is added as follows:

ITEM NO 001670	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	Incremental Funding				1, 100 m
	CPIF				
	PR# HQ0276320197 BAS	SIC			
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: HQ02'	76320197		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		SI	HARE RATIO	D BELOW TARGET	
	ACRN HD CIN: HQ02763201970016	5			

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspe	ction Schedule was added f	or SUBCLIN 001670:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	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  $\binom{(b)(4)}{b(4)}$  from  $\binom{(b)(4)}{b(4)}$ 

(4)

SUBCLIN 001670: Funding on SUBCLIN 001670 is initiated as follows: ACRN: HD

CIN: HQ02763201970016

Acctng Data: 044411 097 0400 000 N 20132014 D 2520 XC SPD09\_FY13 A3-FY1314 710000 255

Increa	se: (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:

	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	TARGET FEE	TOTAL ALLOTED TO CPIF	<u>INCENTIVE FEE</u> <u>AWARDED</u>	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

		N00024-07-C-6119 P00106 Page 4 of 9
CLIN 0001	(b)(4)	
Total		20 5-1 08
000301		29-Feb-08 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		51-Dec-08
000317		28-Feb-11
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000318		30-Sep-09 30-Sep-09
000319		30-Sep-09 30-Sep-09
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000341		28-Feb-11
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000401		30-Sep-08

	N00024-07-C-6119 P00106
	Page 5 of 9
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CLIN 0013 Total	
001402	31-Ma
CLIN 0014 Total	
001501	31-Dec
001502	31-Dec
001503	30-Oc
001504	30-Apt
001505	30-Api
001506	30-Ap
001507	31-Dec
001508	30-Sep
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001511	28-Feb

	N00024-07-C-6119 P00106
	Page 6 of 9
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	N00024-07-C-6119 P00106
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001636 <sup>(b)(4)</sup>	28-Feb
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001669	30-Apr
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001801	31-Dec
001802	31-Dec
001803	31-Dec
CLIN 0018	
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	N00024-07-C-6119 P00106 Page 8 of 9
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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.

AMENDMENT OF SOLIC	FICATION OF CONTRACT	CATION OF CONTRACT		L CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO. P00107	3. EFFECTIVE DATE 06-Dec-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO (lf applicable)
5. 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 <b>S030</b>	5A
3. NAME, AND ADDRESS OF, CONTRACT C	• R. (No., Street, County,	State and Zip Code)	t eff	9A. AMENDM	ENT OF SC	LICITATION NO
RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367				9B. DATED (S	EE ITEM 1	1)
			x		C. 1961 (Colored)	CT/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOL	X	10B. DATED 14-May-2007	(SEE ITEM	13)
The above numbered solicitation is amended as set Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes RECEIVED AT THE PLACE DESIGNATED FOI REJECTION OF YOUR OFFER. If by virtue of th provided each telegram or letter makes reference to	prior to the hour and date spe copies of the amendme a reference to the solicitation R THE RECEIPT OF OFFERS s amendment you desire to ch	cified in the solicitation or as amended by one of the ant; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	nt o ACK M/	n each copy of the ol NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE	nucu.
2. ACCOUNTING AND APPROPRIATION	DATA (If required)					
		TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT				
C. THIS SUPPLEMENT AL AGREEMENT	A. F/ORDER IS MODIFIEI ORTH IN ITEM 14, PUF ' IS ENTERED INTO P	D TO REFLECT THE ADMINISTRATIV RSUANT TO THE AUTHORITY OF FA	Æ.	CHANGES (such		
D. OTHER (Specify type of modification a Mutual Agreement Betw een the Parties	nd authority)					
. IMPORTANT: Contractor is not,	X is required to si	gn this document and return	co	pies to the issuin	g office.	
<ol> <li>DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: (b)(6)</li> <li>The purpose of this modification is to 1. Au based on CLIN 0016 delivery schedule. R (b)(4)</li> <li>Update Attachment 4 - GFI Performance extension for CLINs 0020 &amp; 0</li> <li>Except as provided herein, all other conditi See Page 2 continuation page for more det</li> </ol>	3619 thorize the use of overt aytheon is, hereby, autho PGFE to include the upo 0023 until July 31, 2014, ons of the contract rem	time in accordance with FAR 52.222-2; i prized to invoice against ACRN GW Sub lated Rent-Free Use of Agreement langu at no additional costs to the Governmen	2. I CLI uag nt.	Provide delivery N 001518 for a t le; and 4. Provic	incentive fe	of
scept as provided herein, all terms and conditions of th	re document referenced in Iten	19A or 10A, as heretofore changed, remains unchar	iged	l and in full force and	l effect.	
5A, NAME AND TITLE OF SIGNER (Type	or print)	(b)(6)			ype.	or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED				C. DATE SIGNED
(Signature of person authorized to sign)					0	06-Dec-2012

FAR (48 CFR) 53.243

### The following items are applicable to this modification: BLOCK 14 CON'T

The total amount authorized for Overtime Premium Hours under this modification is (D)(4) The total amount (D)(4) for the Overtime Premium Hours for the contract has been updated in Section I under Clause 52.222-2 (a).

Payment for Overtime Premium Hours is to cover the following tasks stated below for (b)(4) at the Rancho Cordova location. Below the hourly Overtime Premium hours charges are brokendown by (b)(4).

WBS	WBS Description (Task)	Price
LFP460	Oven watch for first 48 hours after cast. Propellant starts to cure as soon as it is mixed in preparation for casting. It must be mixed and cast and placed for cure in a specific chronological span.	(b)(4)
LFP710	MSU Hotfire Technician oversight during off hours. Testing is completed in accordance with an approved test plan. The test plan has a chronological sequence to be followed without interruption.	
	Total	

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

### SUMMARY OF CHANGES

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

#### **SUBCLIN 001518**

The CLIN extended description has changed from 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, to 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) is obligated for potential incentive fee earned for CLIN 0016. Raytheon has been authorized for a total amount of (b)(4) is obligated for incentive fee earned for CLIN 0016 deliveries. Raytheon has been authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorized. Raytheon is not authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorized. Raytheon is not authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorized.

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE QUANTITY SHIP TO ADDRESS

			Page 3 of 5
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

N00024-07-C-6119

P00107

DELIVERY DATEQUANTITYSHIP TO ADDRESSUICPOP 01-SEP-2011 TO<br/>31-JUL-2014N/AMISSILE DEFENSE AGENCY (MDA)<br/>17211 AVENUE D SUITE 160<br/>DAHLGREN VA 22448-5154<br/>FOB: OriginHQ0276

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

To:

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 31-JUL-2014	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

### SECTION I - CONTRACT CLAUSES

The following have been modified:

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The total use of overtime is authorized under this contract if the overtime premium cost does not exceed (b)(4) or the overtime premium is

paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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

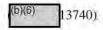
The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
Α	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	2 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	August 2012	2 2 51 3 8
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	December 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	December 2010	6

	Government with Limited or Restricted Data Rights		
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	August 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	15 July 2010	4
	List		
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.

AMENDMENT OF S	OLICITATI	UN/MODIFICATI	ION OF CONTRACT		v		PAGE OF PAC
2. AMENDMENT/MODIFICATION	NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJEC	T NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160. DAHLGREN VA 22448-5154	CODE	HQ0276	7. ADMINISTERED BY. (If other than item DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	(6)	CO	DE <b>S03</b> 0	05A
8. NAME AND ADDRESS OF ( RAYTHEON COMPANY	CONTRACTOR	(No., Street, County, St	ate and Zip Code)	Π	9A. AMENDMI	ENT OF SO	LICITATION NO
1151. E. HERMANS. RD. TUCSON AZ 85756-9367					9B. DATED (SF		
				-	10A. MOD. OF N00024-07-C-		
CODE 15090		FACILITY COD	source of managers, 7, this shares an out to 1.5, much	X	10B. DATED (: 14-May-2007.	SEE ITEM	13)
-			IES TO AMENDMENTS OF SOLICITA nd date specified for receipt of Offer	-	S extended,	is not exte	
RECEIVED AT THE PLACE D REJECTION OF YOUR OFFEI provided each telegram or letter	DESIGNATED FOR R. If hy virtue of th makes reference to	THE RECEIPT OF OFFEI is amendment you desire to the solicitation and this ame	n and amendment numbers. FAILURE OF YO RS PRIOR TO THE HOUR AND DATE SPEC change an offer already submitted, such chang endment, and is received prior to the opening h	CIFIED e may h	MAY RESULT IN the made by telegrar	۹.	
12. ACCOUNTING AND APPR See Schedule	OPRIATION D	ATA (If required)					
	and the second se		ODIFICATIONS OF CONTRACTS/OR RDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER I CONTRACT ORDER NO	IS ISSUED PUR	Colline as building to	athority) THE CHANGES SET FORTH		EM 14 ARE MA	DE IN THE	
office, appropriation date,	etc.) SET FORT	H IN ITEM 14, PURSU/	TO REFLECT THE ADMINISTRATIV ANT TO THE AUTHORITY OF FAR 43			changes in p	paying
C. THIS SUPPLEMENTAL /	AGREEMENT IS	ENTERED INTO PUR	SUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of n Mutual Agreement Between		uthority)					
E. IMPORTANT: Contractor,	is not.	X is required to sig	n this document and return 1	copi	ies to the issuing	office.	
where feasible.) Modification Control Numbe See Page 2.	er: (b)(6)	13740	y UCF section headings, including solicit m9A or 10A, as heretofore changed, remains				
15A. NAME AND TITLE OF SI			16A, NAME AND TITLE OF CO		ACTING OFFICI	A second second second second	print)
BALMANE AND THEOT SI					EMAIL:		
15B. CONTRACTOR/OFFERO	R	15C. DATE SIGNED	TEL: D. 16B. UNITED STATES OF AME	RICA		16	C. DATE SIGNE
		15C. DATE SIGNEI		5 m		16	C. DATE SIGNE



Page 2 of 9

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE.

#### The following items are applicable to this modification:

### BLOCK 14 ADD'L DESCRIPTION

The purpose of this modification is to:

1. Deobligate (b)(4) from CLIN 0015 ACRN GW SubCLIN 001518.

2. Remove the MDA G-06 Allotment of Funds table from the MDA G-06 clause, and established Attachment 24 as the Allotment of Funds table.

3. Completed administrative changes to Section B, Section D, Section G, Section H, and Section I to reflect updated information of the contract.

SUMMARY OF CHANGES SUMMARY OF CHANGES

### SECTION B - SUPPLIES OR SERVICES AND PRICES

DETERMINATION OF SCHEDULE DETERMINATION OF SCHEDULE INCENTIVE FEE (Applicable to CLINs 0001, 0003, 0004, 0005, 0007, 0009, 0012, 0018, 0019 and 0025).

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 be experient 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 be 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.

((b)(6) 3740).

Page 3 of 9

- (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.

### SECTION D - PACKAGING AND MARKING

The following have been modified:

## D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/AB	
17211 Avenue D, Suite 160	
Dahlgren, VA 22448	
(b)(6)	
a 1 0/4 5	-

Contracting Officer Representative (COR)

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 decreased by (b)(4) from (b)(4) to (b)(4).

(b)(6)	13740)
	10110)

Page 4 of 9

## SUBCLIN 001518:

GW	7: 044411 097	0400 000 N 201220	13 D 2520 XC SPD09	_FY12	A3-FY1213
	255 (CIN HQ	00062170490015) wa	s decreased by (b)(4)	from	(b)(4)
to <sup>(b)(4)</sup>					

The following have been added by full text:

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, see Attachment 24 – Allotment of Funds Table.

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, see Attachment 24 – Allotment of Funds Table.

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.

The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of  $\binom{(b)(4)}{2}$ , and is not included in the allotment of funds clause.

The following have been modified:

### G-01 CONTRACT ADMINISTRATION (SEP 2010)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

(b)(6) 13740)

Page 5 of 9

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6) Organizational Code: MDA/DACG Telephone Number: (b)(6) E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)	
Organizational Code: MDA/AB	
Telephone Number: (b)(6)	
E-Mail Address (b)(6)	

The COTR under this contract is:

Name: Leslie Girata	
Organizational Code: MDA/AB	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	1

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan (April 2008) requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: Laura And	lerson		
Organizational C	ode: MDA/	Small Business (SI	B)
Telephone Numb	er: <sup>(b)(6)</sup>		
E-Mail Address:	(b)(6)	0	



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For detailed information regarding eSRS visit http:// www.acq.osd.mil/dpap/pdi/eb/index.htm

#### 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, 0024, and 25 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-31 TECHNICAL COGNIZANCE (JUN 2011)

a The Add Technical 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	n	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



Page 7 of 9

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 (b)(6)

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 I - CONTRACT CLAUSES

The following have been modified:

### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

## (b)(6) 13740)

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(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Stacy Bostjanick, Contracting Officer

(End of clause)

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

Table of Contents has been deleted

# The following have been added by full text:

Exhibit	<u>OF CONTENTS</u> Title	Date	Pages	
	ract Data Requirements List, DD Form 1423	December 2012		
Attachment	Title	Date	Pages	
1	CDRL Addressee List	February 2008	2	
2 3	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	October 2008	11	
5	Manufacturing Components Parts List	September 2009	2	
6	SM-3 Program Schedule	August 2012	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	December 2012	8	
10	MD 57104A "STANDARD Missile Progra Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1		00	47
11	ECP Leader Instruction	February 2002	8	
12	SM-3 AUR Processing Requirements REV	C Novemb	er 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	WBS Dictionary	March 2009	9	
16	Shipping Instruction Data	August 2012	6	
10	Block 1A Configuration	February 2008	1	
17	Block IA Configuration			
- C	Cost and Software Data Reporting Plan DD2794	March 2011	15	

(b)(6) 13740)

Page 9 of 9

20	SM-3 Spares Manufacturing Components	July 2010	4
	Material List		
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Blk IB Flight & Tactical Missile	December 2010	1
24	Configuration Allotment of Funds Table	December 201	26

AMENDMENT OF SOI	ICITATION/MOD	IFICATION OF CONTRAC	т	L CONTRACTIE	- sau	PAGE OF PAGES
POOLO9	2413	4 REQUISITION/PURCHASE REQ NO. SEE SCHEDULE		1	5 гкол ст	NO.(Ifapplicable)
ISSULD BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448 5154	HQ0276	7. ADMINISTERED BY direction item DCMARAYTHEON TUCSON BLDG 801 MS J 2 TUCSON AZ 85734-1337	167	cobi	S030	5A
NAME AND ADDRESS OF CONTRA RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756 9367	ACTOR (No., Street, Count	y, State and Zip Code)	x	9A. AMENDME 9B. DATED (SE 10A. MOD. OF C ND0024-07-C-61 10B. DATED (S	E ITEM I ONTRAC	T/ORDER NO.
DDE 15090	LEACILITY C	ODE Y APPLIES TO AMENDMENTS OF SO	_	14-May-2007		
(a) By completing Itens 8 and 15, and return or (c) By separate letter or telegramwhich in RECEIVED AT THE PLACE DESIGNATI REJL CHON OF YOU'R OFFER. If by virtu- REJL CHON OF YOU'R OFFER. If by virtu-	ning copies of the anend nchudes a reference to the solicitar D FOR NIE RECEPT OF OF POR NIE RECEPT OF OF ac of this amendment you desire to enece to the solicitation and this ar	specified in the solucitation or as anended by one linent; (b) By acknowledging receipt of this anen ion and amendment numbers. FAILURE OF YOU RS PRIOR TO THE HOU'R AND DATE SPECIE change an offer already submitted, such change n mendment, and is received prior to the opening ho	dment on 'R ACKN 'II D MA' ny be nud	each copy of the offer OWLEDGMENT IN Y RESULTIN le by telegramor lette	) BI	
See Schedule		and the second second			_	
		Y TO MODIFICATIONS OF CONTRAC RACT/ORDER NO. AS DESCRIBED IN				
CONTRACT ORDER NO. IN ITI B. THE ABOVE NUMBERED CONT office, appropriation date, etc.) SI	EM 10A. FRACT/ORDER IS MODIFI ET FORTH IN ITEM 14, P	'y authority) THE CHANGES SET FORT ED TO REFLECT THE ADMINISTRA' URSUANT TO THE AUTHORITY OF	TIVE C	HANGES (such as		
C. THIS SUPPLEMENTAL AGREE D. OTHER (Specify type of modifica Mutual Agreement Between the Par	tion and authority)	PURSUANT TO AUTHORITY OF:	_		-	
. IMPORTANT: Contractor is		sign this document and return 1	cop	ics to the issuing	office.	
where feasible.) Modification Control Number: (b) The purpose of this modification is to:	(6) 131000 1. Update CDRLS with sig thorization for RMS to bill a	zed hy UCF section headings, including so natures and delete CDRLs A012 and B gainst SubCLIN 001507 in the amount o 0105.	008 "Pe	rformance and C	Cost Repo	rt".
)(6)	ument referenced in h brint)	1em9A or (b)(6)			pe	or print)
	15C. DATE SIG	NED			16	C. DATE SIGNED

FAR (48 CFR) 53.243

### SUMMARY OF CHANGES

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

		ave been modified: CONTENTS		
Exhibit		Title	Date	Pages
A		t Data Requirements List, DD Form 1423	January 2013	21
Attachi	ment	Title	Date	Pages
1		CDRL Addressee List	February 2008	2
2		CDRL Distribution List	August 2009	4
3		Statement of Work	August 2012	55
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		Specification, DD Form 254 with Security Classification Guide –Revision 1		
5		Manufacturing Components Parts List	September 2009	2
6		SM-3 Program Schedule	August 2012	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	December 2012	8
10		MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	m June 20	00 47
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19		FMS SM-3 Blk IA Configuration	March 2006	2
20		SM-3 Spares Manufacturing Components	July 2010	4
336-3051/17		Material List	a ange an an an	
21		Organizational Conflict of Interest (OCI)	July 2009	3
22		Flight Test Kits	February 2008	1
23		Blk IB Flight & Tactical Missile Configuration	December 2010	1
24		Allotment of Funds Table	December 201	211

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	1. CONTRACT	ID CODE PAGE OF P		
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		-	5. PROJECT	1 2 NO.(If applicable)
00110	04-Mar-2013	SEE SCHEDULE				
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 <b>S030</b>	5A
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DDE 15090	FACILITY CO	DE		14-May-2007	ODD IT DM	1.07
		APPLIES TO AMENDMENTS OF SOLI				
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by, virtue of this provided each telegramor letter makes reference to th ACCOUNTING AND APPROPRIATION I See Schedule	THE RECEIPT OF OFFERS amendment, you desire to ch he solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	MA e mao	Y RESULT IN de by telegram or le		
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D. OT HER (Specify type of modification an Mutual Agreement of the Parties	id authority)					
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scept as provided herein, all terms and conditions of the 5A. NAME AND TITLE OF SIGNER (Type (	or print)	(b)(6)			pe	or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D			16	C. DATE SIGNED
					0	4-Mar-2013

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NAMI AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 1151 E HERMANS AD TUCSON AZ 85756-9367	(No., Street, County,	State and Zip Code)		9B. DATED (S	SEE FTEM 1	
			x	10A. MOD. O N00024-07-C		T/ORDER NO.
DDI: 15090	FACILITY CO	DE	х		(in a contraction)	1.4
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13. THIS IT		TO MODIFICATIONS OF CONTRACT:				
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# SUMMARY OF CHANGES

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001670:

HD: 044411 097	0400 000 N 20132014 D	2520 XC SPD09	_FY13A3-	FY1314	710000
255 (CIN HQ02763201)	0400 000 N 20132014 D 970016) was decreased by	(b)(4) fi	rom <sup>(0)(4)</sup>	FY1314 to(b)(4)	

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F(0)11	3-14-13	SEE SCHEDULE				
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NAME AND ADDRESS OF CONTRACT O	R (No., Street, County,	State and Zip Code)		9A. AMENDA	NENT OF SC	I ICITATION NO
RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756 9367			-	9B, DATED (	SEE ITEM I	1)
			x	10A. MOD. 0 N00024-07-C	FCONTRAC 6119	T/ORDER NO.
NDL 15090	FACILITY CO	DE	x	10B. DATED 14-May-2007	0	13)
	1. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOL	CIT	ATIONS		
The above numbered solicitation is amended as set	forth in Item 14. The hour an	d date specified for receipt of Offer	Π	is extended.	is not exte	nded
or (c) By separate letter or telegram which includes RI CEIVED AT THE PLACE DESIGNATED FOR RELECTION OF YOUR OFFER. They virtue of thi provided each relegramor letter unkes reference to R. ACCOUNT ING AND APPROPRIATION	THE RECEIPT OF OFFF R s amendment you desire to cl the solicitation and this ame	SPRIOR TO THE HOUR AND DATE SPI CIFIL tange an offer already submitted, such change may	D M/	Y RESULTIN		
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		TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT				
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	RTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA				
D. OTHER (Specify type of modification a	nd authority)		-			
Mutual Agreement Between Parties IMPORTANT: Contractor is not,	is required to si	gn this document and return 1	cor	pies to the issui	ne office.	
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4. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to reallow (b)(4) and 0009 (b)(4) cost performed to reflect Raytheon's underrun for Attachment 24 is included to reflect the real	131710 cate CLINS 0001 (b)(4) in the amount of (b)(4) or the respective CLINS Illocation of funds for t	b the respective CLINs Target . mis reallocation is only approving(b he respective CLINs stated. The total o	Fee.	This reallocati f the underrun	on is being pool of fund	s.
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AMENDMENT OF SO	DLICE	TATION/MODI	FICATION OF CONTRAC	ľ	v		1 2
AMENDMENT/MODIFICATION NO. P00111		3.EFFECTIVE DATE 14-Mar-2013	4.REQUISITION/PURCHASE REQ.NO. SEE SCHEDULE			5, PROJECT	NO.(If applicable)
ISSUED. BY MISSILE, DEFENSE AGENCY, (MDA) 17211 AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	CODE	HQ0276	7. ADMINISTERED, BY., (If other, than, item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	24	CODE S0305A		
NAME, AND ADDRESS OF CONTRACTOR (No., Street RAYTHEON COMPANY 1151.E HERMANS RD TUCSON AZ 85756-9367		(No., Street, County,	State and Zip Code)		9B. DATED (S	EE ITEM I	~
				X	10A. MOD. OF N00024-07-C-0 10B. DATED	and the second second	CT/ORDER NO.
ODE 15090		FACILITY CO	DE	X	a series of the series of the series of the	denke dene	-124
	1		APPLIES TO AMENDMENTS OF SOL	ICI	TATIONS		
RECEIVED AT THE PLACE DESIGNAT REJECTION OF YOUR OFFER. If by vin	ED.FOR T tue of this, rence to th	THE RECEIPT OF OFFERS amendment, you, desire to, ch e solicitation and this amen	and amendment numbers, FAILURE OF YOUR, PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may dment, and is received prior to the opening hour	D.M. be m	AY.RESULT IN. ade by telegram or le		
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B. THE ABOVE NUMBERED CON	TRACT/ SET.FOR	ORDER IS MODIFIEI TH IN ITEM 14, PUF	O TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF F/ URSUANT TO AUTHORITY OF:			as changes i	n paying
D. OTHER (Specify type of modific Mutual Agreement Betw een Parties		d authority)					
. IMPORTANT: Contractor	is not,	X is required to si	gn this document and return1	co	pies to the issuin	g office.	
where feasible.) Modification Control Number: (b) The purpose of this modification is to (b)(4) and 0009 (b)(4) performed to reflect Raytheon's und	o)(6) 1 cost i cost i errun for the real	31710 ate CLINS 0001 (b)(4) in the amount of (b)(4) in the respective CLINs ocation of funds for th	the respective cLINs Target This reallocation is only approving 90 ne respective CLINs stated. The total c	Fee.	0005 (b)(4) This reallocation of the underrun p	, 00 on is being bool of fund	s.
xcept as provided herein, all terms and conditi	ons of the	document referenced in Item	19A or (b)(6)			-	
5A. NAME AND TITLE OF SIGNER						/pe.	ōr print)
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	D			16	C. DATE SIGNED
							4-Mar-2013

## SUMMARY OF CHANGES

AMENDMENT OF SOLICIT		AHONMODI	FICATION OF CONTRACT		v		PAGE OF PAGE 1 2		
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT NO.(If applies			
ISSUE DEFENSE AGENCY (MDA) 7211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154	CODE	HQ0276	7. ADMINISTERED BY (If other than item6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734 1337	CODE S0305A					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 95756-9367					9A. AMENDMENT OF SO 9B. DATED (SEE ITEM 1 X 10A. MOD, OF CONTRAC ND0024-07-C-6119 10B. DATED (SEE ITEM				
DDE 15090		FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIO	x	14-May-2007				
(a) By completing items 8 and 15, and re or (c) By separate letter or telegramwhite RECEIVED AT THE PLACE DESIGN/ REJECTION OF YOUR OFFER. Ifby v	turning h includes a ATLD POR 1 irtue of this a ference to the	copies of the amendme reference to the solicitation HE RECLIPT OF OFTERS mendment you desire to ch e solicitation and this aren	cified in the solicitation or as amended by one offi int; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEL ange an offer already submitted, such change muy b dment, and is received prior to the opening hour a	ACK	n each copy of the o NOWLEDGMENT AY RESULT IN ade by telegramor le	TOBE			
See Schedule						_			
13		The second se	TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITI						
CONTRACT ORDER NO. IN I	TEM IOA.		Authority) THE CHANGES SET FORTH						
office, appropriation date, etc.)	SET FOR	TH IN ITEM 14, PUP	RSUANT TO THE AUTHORITY OF FA			and a second second	10.0		
D. OTHER (Specify type of modif Mutual Agreement Between the F		lauthority)							
IMPORTANT: Contractor	is not,	X is required to sig	gn this document and return 1	co	pies to the issuin	g office.			
where feasible )	b)(6)	31870	1 by UCF section headings, including solic			eet matter			
3)		na (marci ne lerencen) - o l'ican	9 A ut (b)(6)			bet.			
		wint)				R (Type	or print)		
		ing Continu	B			-	SC DATE SIGNE		

FAR (48 CTR) 53.243

AMENDMENT OF SOLIC	CITATION/MODI	FICATION OF CONTRACT	ACT		ID CODE	PAGE OF PAGES 1 2
AMENDMENT/MODIFICATION NO. P00112	3. EFFECTIVE DATE 20-Mar-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO.(If applicable)
ISSUED BY CODE 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	CODE S0305A			
3. NAME AND ADDRESS OF CONTRACT O RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	OR (No., Street, County,		9 X	B. DATED (S	EE ITEM I CONTRAC	T/ORDER NO.
ODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIO	X   1	4-May-2007	1967 - 1977 - 1977 - 19	(16.T
or (c) By separate letter or telegramwhich include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virue of th	is a reference to the solicitation R THE RECEIPT OF OFFERS his amendment you desire to ch the solicitation and this amer	ent; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AG S PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be adment, and is received prior to the opening hour and	CKNC MAY made	WLEDGMENT RESULTIN by telegramor let	TO BE	
		TO MODIFICATIONS OF CONTRACTS	1.1.1.1			
CONTRACT ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERED CONTRAC	0A. TT/ORDER IS MODIFIEI ORTH IN ITEM 14, PUI	authority) THE CHANGES SET FORTH I D TO REFLECT THE ADMINISTRATIVI RSUANT TO THE AUTHORITY OF FAR URSUANT TO AUTHORITY OF:	E CH	ANGES (such		
D. OT HER (Specify type of modification Mutual Agreement Betw een the Parties	and authority)					
.IMPORTANT: Contractor is not,	X is required to si	gn this document and return	copie	es to the issuin	g office.	
4. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: The purpose of this modification is to deob	31870 Soligate the amount of (b)(	(4) from CLIN 0015, SubCLIN 00151			ect matter	
scept as provided herein, all terms and conditions of t 5A. NAME AND TITLE OF SIGNER (Typ		n9A or (b)(6)			уре	or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED			16	C. DATE SIGNED
					1.46	0-Mar-2013

## SUMMARY OF CHANGES

## 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 decreased by  $\frac{(b)(4)}{to(b)(4)}$ 

SUBCLIN 001518:

GW: 044411 097	0400 000 N 20122013 D	2520 XC SPD09	9 F <u>Y12 /</u>	A3-FY1213	710000
255 (CIN HQ000621704	0400 000 N 20122013 D 190015) was decreased by	(b)(4) fi	rom <sup>(b)(4)</sup>	to <sup>(b)(4)</sup>	a standard

AMENDMENT OF SO	AENDMENT OF SOLICITATION/MODI		TATION/MODIFICATION OF CONTRACT			V PAGE		
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		1	5, PROJECT	1 2 NO.(Ifapplicable)	
00113		27-Mar-2013	SEE SCHEDULE				1	
ISSUED BY MISSILE DEFENSE AGENCY, (MDA) 17211. AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	CODE	HQ0276	7. ADMINISTERED.BY. (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A			
NAME AND ADDRESS OF CONTR. BAYTHEON COMPANY	ACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO	
1151.E.HERMANS.RD TUCSON AZ 85756-9367					9B, DATED (S	and the state	~	
				X	10A. MOD. OF N00024-07-C-		T/ORDER NO.	
ODE 15090	-	FACILITY CO	DE	х	14-May-2007	(OLL IT LM	197	
	1		APPLIES TO AMENDMENTS OF SOL	ICT				
or (c). By separate letter or telegram which, i RECEIVED AT THE PLACE DESIGNAT REJECTION OF YOUR OFFER If by, virt- provided each telegramor letter makes reler ACCOUNTING AND APPROPRIA	ncludes a r ED FOR T ue of this a ence to the	elerence to the solicitation, HE RECEIPT OF OFFERS mendment, you, desire, to cha solicitation and this amen	nt; (b) By acknowledging, receipt of this amendme and amendment numbers, FAILURE OF YOUR, PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such charge may l dment, and is received prior to the opening hour a	ACK D M/ De m	NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE		
See Schedule	The Participant		2. 11. C.T. WILCON IT. K. M. M. M. M.	100	etra an			
13.			TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT		and the second second			
A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITE		UANT TO: (Specify a	authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N	MADE IN T	HE	
office, appropriation date, etc.) S	ET.FORT	TH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATIV SUANT TO THE AUTHORITY OF FA			as changes i	n paying	
C. THIS SUPPLEMENT AL AGREE FAR 52.232-22 Limitation of Funds D. OTHER (Specify type of modifica	action of	ala dala de Creste a Lud	JRSUANT TO AUTHORITY OF:	_		_		
		-	Calls Second all and other					
IMPORTANT: Contractor X i	s not,	is required to sig	gn this document and return	co	pies to the issuin	g office.		
where feasible,) Modification Control Number:	))(6) 1 update /	31996 Attachment 24 Allotm	ent of Funds Table to reallocate <sup>(b)(4)</sup>		of Incentiv	e Fee unde	r	
annin ar manifold francis all resumes a star	and Africa -	n mant afferdand in ferr	04 01 104			in the		
ccept as provided herein, all terms and condition 5A. NAME AND TITLE OF SIGNER			9A or (b)(6)			pe	or print)	
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	D			16	C. DATE SIGNED	
							7-Mar-2013	

## SUMMARY OF CHANGES

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3.EFTECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	S. PROJECT NO alfappi		1,2 (NO slfapplicable)
ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERLD BY (If other than (tem6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	cu	DE SO30	05A
NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367	(No., Street, County,	, State and Zip Code)	9B. DATED (S 10A. MOD. OI N00024-07-C	EE ITEM I F CONTRAG 6119	CT/ORDER NO.
DDE 15090	FACILITY CO	DE	10B. DATED 14-May-2007	(SEE ITEM	[13]
		APPLIES TO AMENDMENTS OF SOLICI			
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOU'R OFFER. Thy vinue of this	INE RECEIPT OF OFFERS amendment you desire to ch re solicitation and this amen	a and amendment numbers. FAILURE OF YOUR ACT S PRIOR TO THE HOUR AND DATE SPECIFIED M range an offer already submitted, such change may be t adment, and is received prior to the opening hour and	AY RESULTIN mde by telegramor h		
IT MOI A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT.	DIFIES THE CONTRA SUANT TO: (Specify WORDER IS MODIFIED ORDER IS MODIFIED	D TO REFLECT THE ADMINISTRATIVE RSUANT TO THE AUTHORITY OF FAR	114. ITEM 14 ARE 1 CHANGES (such		
D. OTHER (Specify type of modification an Mutual Agreement Betw een the Parties	d authority)				
. IMPORTANT: Contractor is not,	X is required to si	gn this document and return 1 co	pies to the issuin	g office.	
<ol> <li>DESCRIPTION OF AMENDMENT/MODIL where feasible.) Modification Control Number: (b)(6)</li> <li>The purpose of this modification is to authori is(b)(4)</li> <li>This requirement is hereby inc SubCLIN 002103 ACRN DP.</li> </ol>	32069 ze Raytheon to buy Fi	MS Nosecone Lin <u>ers under</u> CLIN 0021 the		his requiren	nent
(6) PPROVED BY OIRM 11-84	intent memorated in term tracts N 15C patter significant 44413	(b)(6)		- 16	or print) ac. DATE SIGNED $\frac{18}{00000000000000000000000000000000000$

### SUMMARY OF CHANGES

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

		ive been modified: CONTENTS			
Exhibit		Title	Date	Pages	
A	Contrac	t Data Requirements List, DD Form 1423	January 2013	21	
Attachi	nent	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	October 2008	11	
		Specification, DD Form 254 with Security Classification Guide –Revision 1			
5		Manufacturing Components Parts List	September 2009	2	
6		SM-3 Program Schedule	August 2012	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	December 2012	8	
10		MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	m June 20	00	47
11		ECP Leader Instruction	February 2002	8	
12		SM-3 AUR Processing Requirements REV	C Novemb	ber 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		WBS Dictionary	March 2009	9	
16		Shipping Instruction Data	August 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	April 2013	4	
		Material List			
21		Organizational Conflict of Interest (OCI)	July 2009	3	
22		Flight Test Kits	February 2008	1	
23		Blk IB Flight & Tactical Missile Configuration	December 2010	1	
24		Allotment of Funds Table	December 201	211	