

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE OF PAGES  
 1 1

2. AMENDMENT/MODIFICATION NO. P00011 3. EFF. DATE 05/04/2012 4. REQUISITION/PURCHASE REQ. NO. 0020052095 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 70050800 7. ADMINISTERED BY (If other than Item 6) CODE  
 DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229  
 DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GENERAL ATOMICS AERONAUTICAL SYS 14200 KIRKHAM WAY POWAY CA 92064 CODE 824684229 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C00026 /  
 10B. DATED (SEE ITEM 13) 05/21/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE ATTACHED ACCOUNTING AND APPROPRIATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(1)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification to Contract HSBP1010C00026 is to provide additional funds to the Cost Reimbursable Shipping Contract Line Item Number (CLIN). Accordingly, said contract is modified as follows:  
 1. Under SECTION B- SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS, add Item 530 in the amount of \$100K to CLIN 0010 Shipping, to cover the cost of shipping hardware items under this contract. To further effect this change, replace Page 5, "PART I – THE SCHEDULE", with the revised "PART I – THE SCHEDULE" attached hereto.  
 2. This modification increases the total obligated amount by \$100,000.00 from \$48,667,878.12 to \$48,767,878.12.  
 3. Except as modified herein, all other terms and conditions remains unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Sr. Contracts Admin.  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEPHANIE ALEXANDER CONTRACTING OFFICER  
 15B. CONTRACTOR/OFFEROR (b) (6)  
 15C. DATE SIGNED 5/4/12  
 16B. UNITED STATES OF AMERICA BY (b) (6)  
 16C. DATE SIGNED 5-7-12

**PART I – THE SCHEDULE  
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

This is Firm Fixed Price Contract, for the procurement of Unmanned Aircraft Systems (UAS) Predator B aircraft to be delivered in accordance with the terms and conditions stated herein. This effort will include the production, testing and delivery of UAS aircraft, communications systems, mission payloads, support systems, spares, ground support equipment, and data. The Contractor shall perform the work as specified in Section C as set forth in the Statement of Work and as described in the updated proposal GACP 8092-190 dated April 13, 2010. CLIN 0010 is a Cost Reimbursable CLIN to cover Shipping Costs for the UAS Hardware Items.

**The Delivery Period is thirty months from date of award: (05/27/2010 – 11/30/2012)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
<b>UNMANNED AIRCRAFT SYSTEM (UAS)</b>					
0001	Predator B Aircraft (UHS97000-7, UHK16076-1, UHK16018-1)	1	Each	(b) (4)	(b) (4)
0002	Lynx SAR Block 25 (Part#: TBD)	1	Each	(b) (4)	(b) (4)
0003	Aircraft Shipping Container (UHK91100-1) w/CWmod	1	Each	(b) (4)	(b) (4)
0004	Propeller Shipping Container (UHK91101-1)	1	Each	(b) (4)	(b) (4)
0005	Spare Part	1	Lot	(b) (4)	(b) (4)
0006	North Dakota Ground Support Equipment	1	Lot	(b) (4)	(b) (4)
0007	Southeastern Border Ground Support Equipment	1	Lot	(b) (4)	(b) (4)
0008	MTS-B (4980990-1)	1	Each	(b) (4)	(b) (4)
0009	MTS-B (4980990-1)	1	Each	(b) (4)	(b) (4)
0010	Shipping (Cost Reimbursable)			<u>Est. Cost:</u>	(b) (4)
0011	Data Deliverables			NSP	NSP
0012	Provisioned Item Orders (PIO) (See Exhibits)				(b) (4)
0013	Predator B Aircraft (UHS97000-7)	1	Each	(b) (4)	(b) (4)
0014	Predator B Aircraft (UHS97000-7)	1	Each	(b) (4)	(b) (4)
<b>BASIC PROGRAM TOTAL</b>					
1001	<b>OPTION ITEM:</b> Predator B Aircraft (UHS97000-7)* (*Option Exercised July 2011)	1	Each	(b) (4)	(b) (4)
<b>GRAND TOTAL</b>					<b><u>\$48,767,878.12</u></b>

NSP: Not Separately Priced

SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

B.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
10	Air Vehicle (UHS97000-5)w/center hardpts	1.000	AU	(b)	(4)
30	SAR w/GMTI (LNXD 2000-006)	1.000	AU	(b)	(4)
40	Shipping Container (UHK91100-1)w/CWmod	1.000	AU	(b)	(4)
50	Shipping Container (UHK91101-1)	1.000	AU	(b)	(4)
60	Spare Parts	1.000	AU	(b)	(4)
70	Ground Support Equipment Lot A	1.000	AU	(b)	(4)
80	Ground Support Equipment Lot B	1.000	AU	(b)	(4)
90	EO/IR Sensor w/Laser Illum MTS-B w/H Fil	1.000	AU	(b)	(4)
100	EO/IR Sensor w/Laser Illum MTS-B w/H Fil	1.000	AU	(b)	(4)
110	Shipping (T&M)	1.000	AU	(b)	(4)
120	ECP for CBP 159 Maritime Mod	1.000	AU	(b)	(4)
130	AVSIM / UHS95924	1.000	AU	(b)	(4)
140	IP Backhaul / TBD 1	1.000	AU	(b)	(4)
150	IP Backhaul / TBD 2	1.000	AU	(b)	(4)
160	DC Power Supplies / UHK13380-1 (CBP 119)	1.000	AU	(b)	(4)
170	DC Power Supplies / UHK13380-1 (CBP119)	1.000	AU	(b)	(4)
180	DC Power Supplies / UHK13380-1 (CBP110)	1.000	AU	(b)	(4)
190	DC Power Supplies / UHK13380-1 (CBP110)	1.000	AU	(b)	(4)
200	Radar Power Inverter / P07713 (CBP113)	1.000	AU	(b)	(4)
210	7.2 Meter KU Dish	1.000	AU	(b)	(4)
220	additional funding for 7.2 Meter KU Dish	1.000	AU	(b)	(4)
230	4.6 Meter KU Dish	1.000	AU	(b)	(4)
240	Air Vehicle (UHS97000-7)	1.000	AU	(b)	(4)
250	Air Vehicle (UHS97000-7)	1.000	AU	(b)	(4)
260	Stand Assembly, TFOCA II, Fiber Converte	1.000	AU	(b)	(4)
270	Stand Assembly, GDT Fiber, Remote Pwr	1.000	AU	(b)	(4)
280	Stand Assembly, GDT Fiber, Remote Pwr	1.000	AU	(b)	(4)
290	Shipping & Storage Container, Engine, CN	1.000	AU	(b)	(4)
300	Shipping & Storage Container, Engine, CN	1.000	AU	(b)	(4)
310	Go-Jack, Nose	1.000	AU	(b)	(4)
320	Go-Jack, Nose	1.000	AU	(b)	(4)
330	Go-Jack, MLG	1.000	AU	(b)	(4)
340	Go-Jack, MLG	1.000	AU	(b)	(4)
350	Go-Jack, MLG	1.000	AU	(b)	(4)
360	Go-Jack, MLG	1.000	AU	(b)	(4)
370	ILMA w/Slides	1.000	AU	(b)	(4)
380	ILMA w/Slides	1.000	AU	(b)	(4)
390	Radome Assembly, GDT	1.000	AU	(b)	(4)
400	Redundant PMA, Mod Kit	1.000	AU	(b)	(4)
410	Redundant PMA, Mod Kit	1.000	AU	(b)	(4)
420	Shipping (Cost Reimbursable)	1.000	AU	(b)	(4)
430	Air Vehicle (UHS97000-7)	1.000	AU	(b)	(4)
440	PIO Spares #2 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)
450	PIO Spares #2 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)
460	SAR Block 25 upgrades (LINE 30)	1.000	AU	(b)	(4)
470	CLIN0012 PIO Spares#2 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)



ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
480	CLIN0012 PIO Spares#3 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)
490	CLIN0012 PIO Spares#3 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)
500	CLIN0012 PIO Spares#3 (Aircraft/GCS/GSE)	1.000	AU	(b)	(4)
510	CLIN0012 PIO Spares#3 (CBP-113 upgrade)	1.000	AU	(b)	(4)
520	CLIN0012 PIO Spares#4	1.000	AU	(b)	(4)
530	Shipping (T&M)	1.000	AU	(b)	(4)

Total Funded Value of Award:

\$48,767,878.12

**B.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
30	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
40	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
50	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
60	6100.2652USCSGLCS0922100100Z00009109AM01 OM0092652	(b) (4)
70	6999.3113USCSGLCS0922202050Z00007109AM01 OM0403113	(b) (4)
80	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
90	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
100	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
110	6100.2525USCSGLCS0922100100Z00009109AM01 OM0092525	(b) (4)
120	6100.2575USCSGLCS0922105000Z00010455AM01 FO0712575	(b) (4)
130	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4)
140	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	(b) (4)
150	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	(b) (4)
160	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4)
170	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4)
180	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4)
190	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4)
200	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	(b) (4)
210	6999.3113USCSGLCS0922105000Z00010109AM01 FO0173113	(b) (4)
220	6999.3113USCSGLCS0922105000Z00010109AM01 FO0713113	(b) (4)
230	6999.3113USCSGLCS0922105000Z00010109AM01 FO0713113	(b) (4)
240	6999.3113USCSGLCS0922105000Z00010455AM01 FO0713113	(b) (4)
250	6999.3113USCSGLCS0922105000Z00010455AM01 FO0713113	(b) (4)
260	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
270	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
280	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
290	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
300	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
310	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
320	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
330	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
340	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
350	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
360	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
370	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
380	1516.2655USCSGLCS0922105000Z00010455AM01 FO0712655	(b) (4)
390	6999.3113USCSGLCS0922105000Z00010112AM01 FO0803113	(b) (4)
400	6999.3113USCSGLCS0922100100Z00010455AM01 FO0713113	(b) (4)
410	6999.3113USCSGLCS0922100100Z00010455AM01 FO0713113	(b) (4)
420	6100.2525USCSGLCS0922105000Z00011109AM01 FO0712525	(b) (4)

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
430	6999.3113USCSGLCS0922105000Z00011109AM01 FO0713113	(b) (4)
440	6100.2652USCSGLCS0922105000Z00011109AM01 FO0712652	
450	6100.2652USCSGLCS0922105000Z00010455AM01 FO0712652	
460	6999.3113USCSGLCS0922105000Z00011109AM01 FO0713113	
470	6100.2652USCSGLCS0922105000Z00010455AM01 FO0712652	
480	1516.2655USCSGLCS0922100100Z00007109AM01 OM0092655	
490	1516.2655USCSGLCS0922100100Z00009109AM01 OM0092655	
500	1516.2655USCSGLCS0922105000Z00010109AM01 FO0712655	
510	6999.3113USCSGLCS0922105000Z00011109AM01 FO0713113	
520	1516.2655USCSGLCS0922105000Z00011109AM0101001500 FO0712655	
530	6100.2525USCSGLCS0922105000Z00012112AM0101000200 FO0142525	

**B.3 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	02/01/2011
	30	1.000	08/01/2011
	40	1.000	10/01/2010
	50	1.000	10/01/2011
	60	1.000	12/01/2011
	70	1.000	12/01/2011
	80	1.000	12/01/2011
	90	1.000	10/01/2011
	100	1.000	12/01/2011
	110	1.000	05/07/2010
	120	1.000	01/31/2011
	130	1.000	12/01/2011
	140	1.000	01/31/2011
	150	1.000	01/31/2011
	160	1.000	06/30/2011
	170	1.000	06/30/2011
	180	1.000	06/30/2011
	190	1.000	06/30/2011
	200	1.000	06/30/2011
	210	1.000	01/31/2011
	220	1.000	01/31/2011
	230	1.000	12/01/2011
	240	1.000	01/30/2012
	250	1.000	01/30/2012
	260	1.000	12/31/2011
	270	1.000	12/31/2011
	280	1.000	12/31/2011
	290	1.000	12/31/2011
	300	1.000	12/31/2011
	310	1.000	12/31/2011
	320	1.000	12/31/2011
	330	1.000	12/31/2011
	340	1.000	12/31/2011
	350	1.000	12/31/2011
	360	1.000	12/31/2011
	370	1.000	04/30/2012
	380	1.000	04/30/2012
	390	1.000	10/31/2011
	400	1.000	08/31/2011
	410	1.000	08/31/2011
	420	1.000	01/30/2012

<b>DELIVER TO:</b>	<b>ITEM #</b>	<b>QTY</b>	<b>DELIVERY DATE</b>
	430	1.000	09/30/2012
	440	1.000	07/31/2012
	450	1.000	07/31/2012
	460	1.000	12/30/2011
	470	1.000	07/31/2012
	480	1.000	09/30/2012
	490	1.000	09/30/2012
	500	1.000	09/30/2012
	510	1.000	12/31/2011
	520	1.000	11/30/2012
	530	1.000	11/30/2012

**B.4 CONTRACT TYPE (OCT 2008)**

This is a Firm Fixed Price contract.

[End of Clause]