AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M0512	**See Block 16C**		

6. ISSUED BY CODE
U.S. Department of Energy
National Nuclear Security Administration
Sandia Site Office (MS 0184)
P.O. Box 5400
Albuquerque, NM 87185-5400

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, state, ZIP Code)*

Sandia Corporation
P. O. Box 5800
Albuquerque, NM 87185

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC04-94AL85000

10B. DATED *(SEE ITEM 13)*
October 1, 1993

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 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 ACKNOWLEDGMENT 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)*

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

CHECK ONE	
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **The Department of Energy Organization Act, 42 U.S.C. § 7101 et seq., the National Nuclear Security Administration Act, 50 U.S.C. § 2401 et seq., and I-129 52.217-9 Option to Extend the Term of the Contract**
	D. OTHER *(Specify type of modification and authority)*:

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to update the contract to reflect the extension of the period of performance through March 31, 2014 by exercising Option 1 and Option 2, to include Sections B, F, H, and Appendix E (attachment 1) and Appendix F (attachment 2) hereto.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
James L. Eanes **Senior Manager** **Contracts and WFO/CRADA Management**		**James Pohorence, Contracting Officer** **M&O Contracting Branch, NA-APM-131**	
15B. CONTRACTOR/OFFEROR BY James Eanes *(Signature of person authorized to sign)*	15C. DATE SIGNED 8/27/13	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/27/2013

1. Section B, Clause B-2, Contract Type and Value is amended as follows:

(i) **Paragraph (b) is revised to add the total estimated cost entry under "Contract Periods" and "Estimated Cost" for FY 2014, changing the "TOTAL through" entry, and adding estimated cost for the two option periods as follows:**

Change From:	Option 1: October 1, 2013 through December 31, 2013	$ TBD*
Change To:	Option 1: October 1, 2013 through December 31, 2013	$ 646,164,745
Change From:	Option 2: January 1, 2014 through March 31, 2014	$ TBD*
Change To:	Option 2: January 1, 2014 through March 31, 2014	$ 646,164,745
Change From:	TOTAL through 9/30/13	$ 39,230,462,609
Change To:	TOTAL through 3/31/14	$ 40,522,792,099

(ii) **Paragraph (c) is revised to add the Fixed Fee and Total Fixed Fee for FY 2014 and the two Option periods, by adding entries under "Contract Period" and "Fixed Fee", and changing the last entry as follows:**

Change From:	Option 1: October 1, 2013 through December 31, 2013	$ TBD*
Change To:	Option 1: October 1, 2013 through December 31, 2013	$ 4,572,306
Change From:	Option 2: January 1, 2014 through March 31, 2014	$ TBD*
Change To:	Option 2: January 1, 2014 through March 31, 2014	$ 4,572,306
Change From:	TOTAL through 9/30/13	$ 324,413,769
Change To	TOTAL through 3/31/14	$ 333,558,381

(iii) **Replace paragraph (d) <u>in its entirety</u> with the following. This replacement adds dollar amounts under "Maximum Available Performance Incentive Fee Pool" for the two Option periods, and changes the total under the "Maximum Available Performance Incentive Fee Pool" column as follows:**

(d) The maximum available Performance Incentive Fee pool and the Performance Incentive Fee earned is set forth below:

Contract Period	Maximum Available Performance Incentive Fee Pool	Performance Incentive Fee Earned
Option 1: October 1, 2013 through December 31, 2013	$2,449,449	$ TBD
Option 2: January 1, 2014 through March 31, 2014	$2,449,449	$ TBD
October 1, 2012 through September 30, 2013	$9,335,475	$ To Be Determined Annually
October 1, 2011 through September 30, 2012	$9,697,365	$8,991,588
October 1, 2010 through September 30, 2011	$9,930,851	$8,466,050
October 1, 2009 through September 30, 2010	$9,664,616	$8,268,431
October 1, 2008 through September 30, 2009	$8,756,419	$7,176,461
October 1, 2007 through September 30, 2008	$8,770,748	$6,797,330
October 1, 2006 through September 30, 2007	$8,359,178	$7,611,032
October 1, 2005 through September 30, 2006	$8,891,126	$7,710,030
October 1, 2004 through September 30, 2005	$8,708,865	$7,081,178
October 1, 2003 through September 30, 2004	$8,200,000	$6,925,000
TOTAL	$ 95,213,541	$69,027,100

*The estimated Cost, Fixed Fee, and Maximum Available Performance Incentive Fee Pool for Option 1 and Option 2 were negotiated based on Sandia Corporation's FY 2014 Fee and Scope Proposal.

(iv) **Paragraph (e) is revised to reflect the Total Estimated Cost, Fixed Fee, and Maximum Available Performance Incentive Fee Pool under this contract through March 31, 2014 as follows:**

From: The Total Estimated Cost, Fixed Fee, and Maximum Available Performance Incentive Fee Pool under this contract for the period October 1, 1993, through September 30, 2013 is $39,645,191,021.

To: The Total Estimated Cost, Fixed Fee, and Maximum Available Performance Incentive Fee Pool under this contract for the period October 1, 1993, through March 31, 2014 is $40,951,564,021.

2. In Part I - The Schedule, Sections B through H, replace paragraph F-3 PERIOD OF PERFORMANCE to reflect the period of performance extension to March 31, 2014 as follows:

From: **The Parties recognize that the Contract's original period of performance for the management and operation of SNL commenced on October 1, 1993 and expired on September 30, 1998. Contract modification M081 extended the period of performance through September 30, 2003, and modification M202 further extended the period of performance through September 30, 2008. The Contractor earned all but one award term consistent with Clause H-12, Award Term, which extended the period of performance through September 30, 2012. This Modification M473 extends the period of performance through September 30, 2013, with two three-month options, unless the contract is sooner reduced, terminated or extended in accordance with the provisions of this contract. Option 1: October 1, 2013 through December 31, 2013, and Option 2: January 1, 2014 through March 31, 2014.**

To: The Parties recognize that the Contract's original period of performance for the management and operation of SNL commenced on October 1, 1993 and expired on September 30, 1998. Contract modification M081 extended the period of performance through September 30, 2003, and modification M202 further extended the period of performance through September 30, 2008. The Contractor earned all but one award term consistent with Clause H-12, Award Term, which extended the period of performance through September 30, 2012. Modification M473 extended the period of performance through September 30, 2013, with two three-month options, unless the contract is sooner reduced, terminated or extended in accordance with the provisions of this contract. Option 1: October 1, 2013 through December 31, 2013, and Option 2: January 1, 2014 through March 31, 2014. This Modification M0512 extends the period of performance through March 31, 2014 by exercising Option 1 and Option 2.

3. Section H, Clause H-24, *Home Office and Other Corporate Support*, is revised to incorporate an FY 2014 ceiling for home office and other corporate support services directly attributable to the contract. Paragraph (d) is revised to add the following as the first sentence of the paragraph: The FY 2014 estimated budget for these services through March 31, 2014 is $1,190,200.

4. Appendix E, *Small Business Subcontracting Plan for Sandia Corporation*, is hereby revised and superseded in its entirety by Attachment 1 to this modification.

5. Appendix F, *Performance Guarantee*, is hereby revised and superseded in its entirety by Attachment 2 to this modification.

6. All other terms and conditions remain unchanged.

---------- End of Modification ----------

Part III - Section J
Appendix E

Small Business Subcontracting Plan for Sandia Corporation

Period of October 1, 2003 through March 31, 2014

This Small Business Subcontracting Plan is submitted by Sandia Corporation (Sandia) in accordance with Section 8(d) of Public Law 95-507. It is established between Sandia and the Department of Energy (DOE) National Nuclear Security Administration (NNSA) under Prime Contract Number DE-AC04-94AL85000.

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III. OUTREACH EFFORTS
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V. REPORTS AND SURVEYS
VI. RECORDS AND PROCEDURES

I. GOALS

A. BREAKDOWN AND PERCENTAGES

Sandia's proposed goals for Small Business concerns (SB), Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), HUBZone Small Business concerns (HUBZone SB), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB), shall be submitted in writing to the Contracting Officer. The negotiated Goals will be incorporated into this Plan annually, by letter, and will not require contract modification.

Subcontracts awarded to an Alaska Native Corporation (ANC) or Indian Tribe (IT) concerns shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or IT.

Where one or more subcontractors are in the subcontract tier between Sandia and the ANC or IT, the ANC or IT shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(1) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or IT.

(2) If the ANC or IT designates more than one Contractor to count the subcontract towards its goals, the ANC or IT shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
(3) The ANC or IT shall give a copy of the written designation to the Contracting Officer, to Sandia, and the subcontractors in between Sandia and the ANC or IT within 30 days of the date of the subcontract award.

If the Contracting Officer does not receive a copy of the ANC or the IT written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or IT will be considered the designated Contractor.

The proposed Goals shall be based upon an established percentage of estimated commercial entities purchases, which will be derived from the current fiscal year budget. In the event that there is a significant funding reduction for a specific program/project at Sandia, Sandia shall be allowed to submit a request for goal adjustment. The request will be supported by a detailed justification and signed by the Manager of the Small Business Utilization Department. Goals may be changed/re-negotiated with the approval of the Contracting Officer.

Goals for the utilization of SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB subcontractors shall be submitted as follows unless otherwise requested by the Contracting Officer:

(1) Total Commercial Procurement dollars available for Subcontracting Concerns.
(2) Total dollars and percentage planned to be subcontracted to SB (including ANC and Indian Tribes).
(3) Total dollars and percentage planned to be subcontracted to SDB (including ANC and Indian Tribes).
(4) Total dollars and percentage planned to be subcontracted to WOSB
(5) Total dollars and percentage planned to be subcontracted to HUBZone SB.
(6) Total dollars and percentage planned to be subcontracted to VOSB.
(7) Total dollars and percentage planned to be subcontracted to SDVOSB.

B. EXCEPTIONS

Sandia's proposed goals for SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB shall not include the following:

(1) Subcontracts involving performance outside the United States or its outlying area.
(2) Purchases from a corporation, company, or subdivision that is an affiliate of Sandia.

C. PRODUCTS AND METHODOLOGY

(1) Principal Products and Services

The principal products and services to be obtained in support of this Plan are those generally associated with a multi-program science and engineering laboratory. SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB will generally supply a significant portion of the goods and services purchased. Examples of commodities are as indicated below:

- Laboratory Equipment
- Specialty/Promotional items
- Construction/Renovation
- Safety Equipment
- Office Supplies & Furniture
- Mechanical Subassemblies
- Engineering Services & Supplies
- Chemicals & Adhesives
- Computer Supplies & Equipment
- Media Services & Supplies
- Tools
- Electronics
- Electrical Components & Assemblies
- Services
- Clothing
- Computer & Office Supplies

(2) Methodology for Determining Subcontracting Goals

Annual goals are developed based upon the previous years' records and experience as well as our acquisition forecasts for the next year. The anticipated needs and programs for the current year are also taken into consideration.

(3) Methodology for Identification of Suppliers

Sandia National Laboratories Business Opportunities Website: The Business Opportunities Website (BOW) lists current contract opportunities for products and services at Sandia National Laboratories (SNL) exceeding $100,000. Opportunities are listed in accordance with the six-digit North American Industry Classification System (NAICS). The website is intended to help firms identify Sandia contract opportunities as early as possible in the procurement process.

Trade Fairs: Sandia will actively participate in Minority Business Opportunity Trade Fairs across the Southwest and the United States. Sandia shall participate in those trade fairs that will be most beneficial to Sandia's efforts in identifying SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.

Dynamic Small Business Search: The U.S. Small Business Administration's Dynamic Small Business Search (DSBS) internet database may be used as a source of potential small business suppliers.

System for Award Management: The System for Award Management (SAM) is the primary registrant database for the U.S. Federal Government. SAM collects, validates, stores and disseminates data in support of agency acquisition missions.

Supplier Facility Survey: Sandia buyers, engineers and other support personnel, as required, may visit selected facilities of prospective SB, SDB,

WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT suppliers to assess their capability, capacity, and potential to provide goods and services to Sandia.

National, Regional, and Local Business Development and Trade Associations - Sandia shall be an active member in those organizations that best meet Sandia's requirements and are of benefit to the supplier community.

Other Sources of Information - Various local, regional and national small, disadvantaged and small business directories and associations.

(4) Indirect costs

Indirect costs are not included in the dollars and percentages in the subcontracting goals stated above.

II. PROGRAM ADMINISTRATOR

Sandia's Manager of the Small Business Utilization Department, Donald J. Devoti, is responsible for the administration of this Subcontracting Plan

Responsibilities of the Manager of Small Business Utilization Department, or his designee, include:

- Assure success of the Plan by assisting Procurement in preparing directives and procedures.
- Serve as Sandia's SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT Liaison Officer.
- Search for SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT sources for use by Sandia in proposed competitive procurements expected to exceed $100,000.
- Review Large Business Subcontracting Plans for utilization of SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB subcontracting plans submitted to Sandia in connection with supply and/or service subcontract awards of $650,000 or greater (or $1,500,000 or greater for construction), and assure that such plans are consistent with PL 95-507 requirements.
- Ensure flow down of appropriate clauses in subcontracts.
- Collect and prepare necessary data to submit reports to the Contracting Officer as required.
- Provide statistics to Sandia's management on progress toward established goals and recognition of significant Buyer/Subcontract Specialist success toward achievement of established small business goals.
- Assure inclusion of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT firms in solicitations where appropriate.
- Participate as Sandia's representative in SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT trade fairs, conferences, SBA and Minority Enterprise Development events specifically directed toward offering opportunities for participants to do business with Sandia.

- Serve as Sandia's representative to Business Development and Trade Associations and other appropriate organizations.
- Hold periodic training and other meetings with Sandia Procurement staff on Small Business Utilization Department Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with all of the Laboratories' organizational components regarding the Plan's goals and status.
- Support Small Business Administration (SBA) activities.

III. OUTREACH EFFORTS

The following efforts shall be taken to assure that SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT will have an equitable opportunity to compete for subcontracts.

A. External Efforts

Attendance at national and local SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT procurement conferences and trade fairs, including but not limited to:

- Small Minority Expos
- Small Business Trade Fairs/Conferences
- Minority Business Enterprise (MBE) Trade Fairs
- Small & Disadvantaged Business Utilization National Conferences
- Women Owned Business Conferences
- Veteran / Service Disabled Veteran Owned Business Conferences
- HUB Zone Conferences
- ANC and IT Business Events
- DOE Headquarter Business Opportunity Sessions (BOS)
- Other events as needed

Utilization of publications and directories to identify new SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT sources, including but not limited to:

- DSBS and SAM
- National, local, and regional business and trade organization directories

In some instances, a Sandia engineer or other specialist may assist Procurement conducting an on-site survey of an SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and/or IT facility. These technical experts also assist (when needed) during subcontract performance. Sandia will maintain an active membership and representation on the Board of Directors of organizations (when appropriate) that Sandia may partner with for the mutual benefit of Sandia and the supplier community.

Assist SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns whenever possible by counseling them on how to do business with Sandia.

B. Internal Efforts

Procurement activities shall be monitored to evaluate compliance with the Subcontracting Plan.

Procurement activity is monitored on a monthly basis and reports are provided based on various criteria. A monthly-published procurement activity report is distributed to Procurement Management. The utilization of this report allows Procurement to forecast requirements necessary to accomplish Sandia's goals.

Every effort is made to ensure that adequate funding is available for participation in the various small and small business concerns business trade fairs, conferences, board meetings and various outreach/in-reach activities. A separate annual budget is therefore established and approved during the beginning of the fiscal year, to be utilized strictly for socioeconomic outreach activities.

IV. SUBCONTRACTING PLAN FLOWDOWN

Sandia agrees that the Contract's Clause entitled "Utilization of Small Business Concerns" (FAR 52.219-8) will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors except small business, affiliations, and foreign concerns who receive subcontracts in excess of $650,000, or "$1,500,000 for construction of a public facility" will be required to adopt and comply with a Subcontracting Plan similar to this one. Such Plans will be reviewed by comparing them with the provisions of the clause, "Small Business Subcontracting Plan" (FAR 52.219-9), thus assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage and dollar goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT subcontractors, and prior experience. Once approved and implemented, Plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

V. REPORTS AND SURVEYS

Sandia shall submit reports to the NNSA, as requested, in a format agreed upon. Sandia shall submit electronically into the Electronic Subcontracting Reporting System (eSRS) the semi-annual Individual Subcontracting Reports (ISR) and annual Summary Subcontracting Reports (SSR) and cooperate in any studies or surveys as may be required by the Contracting Officer or the SBA in order to determine the extent of compliance by Sandia with the Subcontracting Plan and with the FAR 52.219-8 *Utilization of Small Business Concerns*, contained in the prime contract, DE-AC04-94AL85000. Sandia shall also ensure that its subcontractors agree to electronically

submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs).

VI. RECORDS AND PROCEDURES

Sandia shall maintain the following types of records to document compliance with this Subcontracting Plan:

- Procurement data, which is tracked by an automated system that provides historical data, related to each subcontract.
- Records to support other outreach efforts such as attendance at small and minority business procurement conferences and trade fairs.
- Records to support internal activities that guide and encourage buyers to support this Plan, such as workshops, seminars, training programs, award programs, as well as activities designed to evaluate compliance to the Plan.
- Records of organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.
- Records on a contract-by-contract basis that support subcontract award data, which include name and address of subcontractors as well as the size and type of business that received the award.
- Records of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.

Sandia will document in each contract award over $150,000 the following:

(1) Whether small business concerns were solicited and if not, why not;
(2) Whether veteran-owned small business concerns were solicited and, if not, why not;
(3) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(4) Whether HUBZone SB small business concerns were solicited and, if not, why not;
(5) Whether small disadvantaged business concerns were solicited and if not, why not;
(6) Whether women-owned small business concerns were solicited and if not, why not; and
(7) If applicable, the reason award was not made to a small business concern.

Submitted By Sandia: Sandia Corporation

Donald J. Devoti Date
Manager of the Small Business Utilization Department

Plan Concurred By: NNSA Acquisition Management Division

Gregory F. Gonzales Date
Small Business Program Manager

Accepted by: NNSA M&O Contracting Branch

James Pohorence Date
Contracting Officer

Kenneth R. Possenriede
Vice President and Treasurer

LOCKHEED MARTIN

Part III – Section J

Appendix F

Performance Guarantee Agreement (Legacy-123)

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Modification No. M0512 to Contract DE-AC04-94AL85000 for the management and operation of Sandia National Laboratories ("the Contract") which Contract was originally dated as of October 1, 1993, for the initial five-year term commencing October 1, 1993, as extended by virtue of Modification Nos. M081, M202, M222, M266, M293, M319, M473 and by virtue of Modification No. M0512 by and between the Government and Sandia Corporation (Contractor), the undersigned, Lockheed Martin Corporation (Guarantor), a corporation incorporated in the State of Maryland with its principal place of business at 6801 Rockledge Drive, Bethesda, MD hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract, including Modification No. M0512. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization,

insolvency, debt arrangement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt arrangement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement. Notwithstanding anything to the contrary contained herein, the liability of Guarantor hereunder shall be subject to and limited by the applicable provisions of the Contract.

This Performance Guarantee Agreement is for the contractual period of performance starting October 1, 2013, as described in Modification No. M0512, and is not intended to impair or

affect previous Performance Guarantees executed by Martin Marietta Corporation and Lockheed Martin Corporation, dated May 25, 1993, September 24, 1998, September 29, 2003 and August 29, 2012 respectively. Those guarantees have no application to the period of performance after September 30, 2013, as described in Modification M0512.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on August 22, 2013.

LOCKHEED MARTIN CORPORATION

BY: _____

NAME: Kenneth Possenriede

TITLE: Vice President and Treasurer

ATTEST:

BY: _____

NAME: Mary Beth Adamchik

TITLE: Treasury Senior Manager