

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 5**

PIIN/SIIN DAAE20-02-G-0001/0003

MOD/AMD 02

Name of Offeror or Contractor: LABARGE INC

SECTION A - SUPPLEMENTAL INFORMATION

DELIVERY ORDER FOR: A3 BRADLEY Unique Turret Spare Parts - Long Term Contract

MODIFICATION FOR: Delivery Extension and Incorporation of Indefinite Delivery Requirements Clauses

AMOUNT OF THIS MODIFICATION: \$ -0-

TOTAL AMOUNT OF DELIVERY ORDER: \$246,118.40

This modification incorporates the delivery schedule extension for CLIN: 0001AA and Indefinite Delivery Requirements Clauses at no cost impact to either party.

All other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 004 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-G-0001/0003 MOD/AMD 02

Name of Offeror or Contractor: LABARGE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SWITCH ASSEMBLY,SPE PRON: M1310536M1 PRON AMD: 02 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H0922693749 W90454 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 12 30-SEP-2003 002 10 31-OCT-2003 003 12 15-NOV-2003 004 10 15-DEC-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-G-0001/0003</p>	44	EA	\$ 5,593.60000	\$ 246,118.40

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PIIN/SIIN DAAE20-02-G-0001/0003

MOD/AMD 02

Name of Offeror or Contractor: LABARGE INC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 OCTOBER 2001 through 30 SEPTEMBER 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

(IF6155)

I-2 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 OR 14 EACH DEPENDONG ON THE ITEM, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 40 EACH;

(2) Any order for a combination of items in excess of 160 EACH; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-3 CHANGED	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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Name of Offeror or Contractor: LABARGE INC

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2005.

(End of clause)

(IP6031)