

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-02-G-0004	2. DELIVERY ORDER/CALL NO. 0008	3. DATE OF ORDER/CALL (YYYYMMDD) 2003DEC10	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-B BARBARA ABBAS (309)782-3918 ROCK ISLAND IL 61299-7630 EMAIL: ABBASB@RIA.ARMY.MIL	CODE W52H09	7. ADMINISTERED BY (if other than 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	CODE S2206A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR CURTISS-WRIGHT CONTROLS, INC 30 PORTER RD LITTLETON, MA. 01460-1414	CODE 1XVU0	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
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SCD: C PAS: NONE ADP PT: HQ0337

TYPE BUSINESS: Large Business Performing in U.S.

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.
	PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA BRIAN W. SCHMIDT /SIGNED/ SCHMIDTB@RIA.ARMY.MIL (309)782-0988 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL	\$163,801.00
		26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
		31. PAYMENT		34. CHECK NUMBER

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	35. BILL OF LADING NO.
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37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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PIIN/SIIN DAAE20-02-G-0004/0008

MOD/AMD

Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC

SUPPLEMENTAL INFORMATION

1. This delivery order is for the award of a long term (3 year) Indefinite Delivery Indefinite Quantity Contract against BOA DAAE20-02-G-0004 for the contractor test/evaluation and repair of five different types of Circuit Card Assemblies as listed on attachment 002 for the A2 Bradley. Prices are in accordance with the attached listing.
2. This effort will be done in accordance with the Statement of Work (SOW) as set forth as Attachment 001 of this delivery order award.
3. The performance period under this delivery order is for 3 years. The ordering periods are as follows:

Ordering period 1: From date of award to 31 Dec 2004
Ordering period 2: 01 Jan 2005 to 31 Dec 2005
Ordering period 3: 01 Jan 2006 to 31 Dec 2006
4. The negotiated Firm Fixed Price Unit Price for the test/evaluation and negotiated Firm Fixed Price Unit Price for repairs of the 5 different Circuit Cards for each ordering period are reflected in Attachment 002.
5. The delivery schedule set forth in Section B shows the performance completion date as 31 Dec 04 for Ordering Period 1. This date actually refers to the last day units can be inducted for repair for Ordering Period 1. It is recognized that repairs, and delivery, may extend beyond that date. The delivery schedule for Ordering Period 2 and Ordering Period 3 will be reflected in the same manner.
6. Vista will be payed in accordance with the ordering period on attachment 002 for the test/evaluation unit price for each item sent to VISTA whether or not it is repaired. The negotiated unit prices for the test/evaluation and repair of each different Circuit Card is not based on any estimated minimum or maximum quantities.
7. The only guaranteed quantity is for the Test/Evaluation of one (1) unit.
8. Changes to the SOW are as follows:
 - a. Packaging and Marking will be Commercial in accordance with Clause DS6417(added).
 - b. Paragraph 3.1.4 - Turn around time will be 30 calendar days.
9. The following clauses from the BOA apply:

Section A - A-1 Notice to Offerors - User of Class I Ozone-Depleting Substances; A-2 Notice About TACOM-RI Ombudsman

Section D - Clause DS6417

Section E - See SOW (Attachment 001)

Section F - F-1 Stop Work Order- Alternate I; F-2 Government Delay of Work

Section H - H-1 Transportation of Supplies by Sea; H-2 Notification of Transportation of Supplies by Sea; H-3 Place of Contract Shipping Point, Rail Information

Section I - Mandatory for All Firm Fixed Price, Cost Plus Fixed Fee, Time and Material on pages 20, 21, and 23 of the BOA; Mandatory for All Firm Fixed Price Service on pages 21 and 22 of the BOA; Optional for All Firm Fixed Price, Cost Plus Fixed Fee, Time and Material numbers 4,7,20,21,27 and 49 on pages 23 and 24 of the BOA; Optional for All Firm Fixed Price Service numbers 5, 10,and 25 on page 25 of the BOA.
10. The Request for Proposal Letter dated 11 Apr 2003 is incorporated into this contract as Attachment 003.
11. The contractor's subcontracting plan has been approved and is hereby incorporated by reference. A copy of this plan is on file in the Contracting Office.
12. The contractor will provide a monthly accounting report of costs expended on the delivery order. In addition the contractor will mark the records to report in writing to the Contracting Officer, if and when 85% of the dollars have been expended on either CLIN 0001AA or 0001AB of this contract.
13. The total combined dollar amount of \$163,801.00 placed against this award will be decreased or increased based on how many actual units are test/evaluated and how many actual units are repaired at the end of the ordering period.

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Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-G-0004/0008 MOD/AMD

Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified Test/Evaluation Ordering Period 1 (End of narrative A001)										
0001AA	<u>SERVICES LINE ITEM</u> NOUN: TEST EVALUATION PRON: M142A530M1 PRON AMD: 01 ACRN: AA AMS CD: 060011MMTUR <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td style="text-align: right;">31-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 70,906.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2004				\$ 70,906.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-DEC-2004									
0001AB	<u>SERVICES LINE ITEM</u> NOUN: REPAIR PRON: M142A531M1 PRON AMD: 01 ACRN: AA AMS CD: 060011MMTUR <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td style="text-align: right;">31-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 92,895.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2004				\$ 92,895.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-DEC-2004									

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Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC		

PACKAGING AND MARKING

Regulatory Cite	Title	Date
1	52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) TACOM-RI	OCT/2003

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL
 LEVEL OF PACKING: Commercial
 QUANTITY PER UNIT PACKAGE: 001

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4 Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,
- c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- d. the unit pack is less than 64 cubic inches,
- e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country

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geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Military Shipping Label. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

8. Hazardous Materials: In addition to the general instructions listed above;

8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

8.2 Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

8.4 A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

9 Heat Treatment and Marking of Wood Packaging Materials - All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10 Quality Assurance - The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11 SUPPLEMENTAL INSTRUCTIONS: The following part numbers apply: 9379402, 9379403, 9379404, 12900702, 12900705.

End of Clause

(DS6417)

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Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M142A530M1 060011MMTUR	AA	2	97 X4930AC9G 6D	2571 S11116	W52H09 \$	70,906.00
0001AB	M142A531M1 060011MMTUR	AA	2	97 X4930AC9G 6D	2571 S11116	W52H09 \$	92,895.00
TOTAL							\$ 163,801.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	2571 S11116 W52H09	\$ 163,801.00
TOTAL				\$ 163,801.00

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Name of Offeror or Contractor: CURTISS-WRIGHT CONTROLS, INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-18	ORDERING	OCT/1995

(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 DATE OF AWARD OF CONTRACT through 31 DEC 2006 .

(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)

2	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 2, 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 250;

(2) Any order for a combination of items in excess of 3000; 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 7 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)

3	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(d) 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 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 the performance period has expired.

(End of clause)

(IP6036)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK (SOW)		007	
Attachment 002	LISTING OF TEST/EVALUATION AND REPAIR UNIT PRICES FOR EACH ORDERING PERIOD		003	
Attachment 003	REQUEST FOR PROPOSAL LETTER	11-APR-2003	002	