

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN DAAE20-03-C-0127

MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to implement an Undefined Contractual Action (UCA) for a quantity of 3,000 M6 Pedestals. Contract DAAE20-03-0127 is hereby being used for administrative convenience, expedience, and efficiency. Sabre's letter proposal, dated October 27, 2003, (attached herewith) is hereby accepted and this modification is awarded as a UCA with a ceiling price of \$4,950,000.00. This UCA shall be definitized in accordance with the terms and conditions stated herein this modification. The ceiling price of \$4,950,000.00 is subject to a downward price adjustment only during negotiations for price definitization.

2. In accordance with FAR Clause 52.216-24, Limitation of Government Liability, this contract is funded at 50% of the \$4,950,000.00 or \$2,475,000.00. The Government's maximum liability for this modification or UCA is \$2,475,000.00. The contractor is not authorized to make expenditures or incur obligations exceeding \$2,475,000.00 dollars. The maximum amount for which the Government shall be liable if this contract is terminated is \$2,475,000,00 dollars. The definitization schedule is as follows:

Projected Award Date of UCA	4 Nov 2003
Projected Date for Receipt of Qualified Proposal	17 Nov 2003
Projected Date ot begin Negotiations	24 Nov 2003
Projected completion date of Negotiations	12 Dec 2003
Estimated date of contract definitization	4 Jan 2004

3. The definitization of this UCA shall result in a firm fixed price for the production of 3,000 each M6 Pedestals. The total ceiling price of \$4,950,000.00 represents the following unit price:

<u>Noun</u>	<u>NSN</u>	<u>Unit Price</u>
M6 Pedestal	1005-01-411-6341	\$1,650.00

A modification to this contract shall be issued upon definitization of this UCA.

4. Due to the importance and applicability to this UCA, FAR Clause 16.603-4, Payment of Allowable Costs Before Definitization, is hereby incorporated by reference on page 5 of this modification and DFAR 252.217-7027, Contract Definitization is incorporated in full text on page 5 of this modification.

5. Performance Based Progress Payments are hereby authorized, up to 50% of cost of material for the subject 3,000 units. The clause IF 6021 incorporated by modification P00003 applies to the subject UCA.

6. All other Terms and Conditions of basic contract remain the same.

*** END OF NARRATIVE A 006 ***

THIS MODIFICATION ALSO CHANGES SHIPPING INSTRUCTION AS FOLLOWS:

CHANGE 10 PEDESTALS TO:

W52H1C

SR W0K8 USA MAC ROCK ISLAND ARSENAL
TRANSPORTATION OFFICE
BLDG 102 RODMAN AVE AND GILLESPIE
ROCK ISLAND, IL 61299-5000
UIC: W52H1C

2. CHANGE TOTAL OF 18 PEDESTALS:

6 PEDESTALS

W81YT4

SR W0U3 INSTL STK REC ACCT PBOO
CL IX SITE
BLDG Y 5015 MMD BOULEVARD
FT BRAGG, NC 28310-5000
POC - SFC GOFORTH (910) 396-9664

6 PEDESTALS

W33NYN

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 10****PIIN/SIIN** DAAE20-03-C-0127**MOD/AMD** P00004**Name of Offeror or Contractor:** SABRE DEFENCE INDUSTRIES LLC

SR WOVA USA GAR CONS PROPERTY
AWCF SSF 1624 WEST 6TH STREET
BUILDING 2916
FORT STEWART, GA 31314-5185
POC - CW4 HENDERSON (785) 210-8545

6 PEDESTALS

W80CXY

XU TERMINAL WAREHOUSE
BLDG P4525 CAMP HALE ROAD
FT DRUM, NY 13602-5095
POC - CPT CAHILL DSN1 772-2950

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A 007 ***

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Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																						
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: MOUNT,MACHINE GUN PRON: M131S780M1 PRON AMD: 11 ACRN: AA AMS CD: 070011L913A</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H093175A150</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>205</td> <td>28-OCT-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>300</td> <td>28-NOV-2003</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>48</td> <td>29-DEC-2003</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W81X9E32477026</td> <td>W81X9C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>20</td> <td>19-SEP-2003</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W81X9C) SR 0296 CS BN REAR DET AWCFF SSF BLDG 3810 20TH STREET FT LEWIS WA 98433-9500</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>003</td> <td>W52H093290A151</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>10</td> <td>30-SEP-2003</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093175A150	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	205	28-OCT-2003				002	300	28-NOV-2003				003	48	29-DEC-2003				DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W81X9E32477026	W81X9C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	20	19-SEP-2003				DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	003	W52H093290A151	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	10	30-SEP-2003				601	EA	\$ 1,325.00000	\$ 796,325.00
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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0127 MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 004 W91W6632959000 W81YT4 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 6 29-OCT-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W81YT4) SR W0U3 INSTL STK REC ACCT PB00 CL IX SITE BLDG Y 5015 MMD BOULEVARD FT BRAGG NC 28310-5000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W91W6632969000 W33NYN J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 6 31-OCT-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W33NYN) SR W0VA USA GAR CONS PROPERTY AWCF SSF 1624 WEST 6 ST BUILDING 2916 FORT STEWART GA 31314-5185</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 006 W91W6632969001 W80CXY J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 6 31-OCT-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W80CXY) XU TERMINAL WAREHOUSE BLDG P4525 CAMP HALE ROAD FT DRUM NY 13602-5095</p>				
0001AB	<u>PRODUCTION QUANTITY</u>	901	EA	\$ 1,325.00000	\$ 1,193,825.00

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0127 MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: MOUNT,MACHINE GUN PRON: M131S850M1 PRON AMD: 03 ACRN: AB AMS CD: 060011L913A</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H093209A152 W25G1U J 1</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 438 29-DEC-2003</p> <p>002 12 28-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H093209A153 W31G1Z J 1</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 439 29-DEC-2003</p> <p>002 12 28-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199</p>	3000	EA	\$ UNDEFINITIZED	\$ 2,475,000.00
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT,MACHINE GUN PRON: M132B096M1 PRON AMD: 03 ACRN: AB AMS CD: 060011L9</p> <p><u>Packaging and Marking</u></p>				

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0127 MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H093239A181 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 550 28-JAN-2004 002 550 27-FEB-2004 003 400 31-MAR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H093239A182 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 550 28-JAN-2004 002 550 27-FEB-2004 003 400 31-MAR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000</p>				

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PIIN/SIIN DAAE20-03-C-0127

MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0001AC	M132B096M1 060011L9	AB	1	\$ 0.00	\$ 2,475,000.00	\$ 2,475,000.00
				NET CHANGE	\$ 2,475,000.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AB	97 X4930AC9G 6D	26KB S11116	\$ 2,475,000.00
				NET CHANGE \$ 2,475,000.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 2,088,295.00	\$ 2,475,000.00	\$ 4,563,295.00

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PIIN/SIIN DAAE20-03-C-0127

MOD/AMD P00004

Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-2 CHANGED	252.217-7027 DFARS	CONTRACT DEFINITIZATION	OCT/1998

(a) A Unfinalized modification is contemplated. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the underfinalized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a letter proposal and cost or pricing data supporting its proposal.

(b) The schedule for finalizing this contract is as follows:

Projected Award Date of UCA	4 Nov 2003
Projected Date for Receipt of Qualified Proposal	17 Nov 2003
Projected date to begin Negotiations	24 Nov 2003
Projected completion date of Negotiation	12 Dec 2003
Estimated date of contract finalization	4 Jan 2004

(c) If agreement on a definitive contract action to supersede this unfinalized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this underfinalized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this unfinalized contract action shall continue in effect, except those that by their nature apply only to an unfinalized contract action.

(d) The definitive contract resulting from this unfinalized contract action will include a negotiated ceiling price in no event to exceed \$4,950,000.00.

End of clause

(IA6715)

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Name of Offeror or Contractor: SABRE DEFENCE INDUSTRIES LLC

SECTION J - 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 002	LETTER PROPOSAL	27-OCT-2003	002	