

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**AMENDMENT NO. 1 TO REGISTRATION STATEMENT  
ON FORM S-1  
UNDER  
THE SECURITIES ACT OF 1933**

**OPTEX SYSTEMS HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

**33-143215**  
(I.R.S. Identification Number)

3795  
(Primary Standard Industrial  
Classification Code Number)

1420 Presidential Drive  
Richardson, TX 75081-2439  
Telephone (972) 644-0472

(Address, including zip code, and telephone number, including  
area code, of registrant's principal executive offices)

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including area code, of agent for service)

**Copies to:**  
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**Suite 2820**  
**New York, NY 10006**  
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**Approximate Date of Commencement of Proposed Sale to the Public:** At such time or times after the effective date of this registration statement as the selling stockholders shall determine.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer,” and “small reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company)

Accelerated filer   
Smaller reporting company

#### CALCULATION OF REGISTRATION FEE

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered</b>	<b>Proposed Maximum Offering Price per Unit(1)</b>	<b>Proposed Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee</b>
<b>Common Stock, par value \$0.001 per share</b>	<b>11,784,177</b>	<b>\$ 0.375</b>	<b>\$ 6,098,750</b>	<b>\$ 1447.44</b>

(1) Estimated for the purpose of determining the registration fee pursuant to Rule 457(c), based on the average of the bid and asked price as of May 11, 2009.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in the prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.



Subject to Completion, dated September 25, 2009

PROSPECTUS

OPTEX SYSTEMS HOLDINGS, INC.

**11,784,177 Shares of Common Stock**

This prospectus relates to the offer and sale of up to 11,784,177 shares of common stock of Optex Systems Holdings, Inc., a Delaware corporation, issued to certain selling stockholders identified on p. 3 of this Prospectus pursuant to subscription agreements between the selling stockholders and Optex Systems, Inc., a subsidiary of Optex Systems Holdings, Inc. and that may be offered and sold from time to time by the selling stockholders.

Unless otherwise noted, the terms “the Company,” “our Company,” “we,” “us” and “our” refer to Optex Systems Holdings, Inc. and its subsidiaries.

The selling stockholders may offer their shares from time to time directly or through one or more underwriters, broker-dealers or agents, in the over-the-counter market at market prices prevailing at the time of sale, in one or more negotiated transactions at prices acceptable to the selling stockholders, or otherwise.

We will not receive any proceeds from the sale of shares by the selling stockholders. In connection with any sales of the common stock offered hereunder, the selling stockholders, any underwriters, agents, brokers or dealers participating in such sales may be deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

We will pay the expenses related to the registration of the shares covered by this prospectus. The selling stockholders will pay any commissions and selling expenses they may incur.

On May 1, 2009, our common stock received a symbol change from FINRA and now trades on the Over the Counter Bulletin Board under the symbol “OPXS.OB”. The closing sale price on the OTC Bulletin Board on August 31, 2009, was \$0.30 per share.

**Investing in the common stock offered by this prospectus is speculative and involves a high degree of risk. See “Risk Factors” beginning on page 3.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

The date of this prospectus is September 25, 2009

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission using the Commission's registration rules for a delayed or continuous offering and sale of securities. Under the registration rules, using this prospectus and, if required, one or more prospectus supplements, the selling stockholders named herein may distribute the shares of common stock covered by this prospectus. This prospectus also covers any shares of common stock that may become issuable as a result of stock splits, stock dividends or similar transactions.

A prospectus supplement may add, update or change information contained in this prospectus. We recommend that you read carefully this entire prospectus, especially the section entitled "Risk Factors" beginning on page 3, and any supplements before making a decision to invest in our common stock.

## PROSPECTUS SUMMARY

*This summary highlights important information about this offering and our business. It does not include all information you should consider before investing in our common stock. Please review this prospectus in its entirety, including the risk factors and our financial statements and the related notes, before you decide to invest.*

### **Our Company**

On March 30, 2009, Optex Systems Holdings, Inc., (formerly known as Sustut Exploration, Inc.), a Delaware corporation (the "Company"), along with Optex Systems, Inc., which was a privately held Delaware corporation and has since become the Company's wholly-owned subsidiary ("Optex Delaware"), entered into a Reorganization Agreement and Plan of Reorganization, pursuant to which Optex Delaware was acquired by the Company in a share exchange transaction. The Company became the surviving corporation (the "Reorganization"). At the closing, the Company changed its name from Sustut Exploration Inc. to Optex Systems Holdings, Inc. and its year end from December 31 to a fiscal year ending on the Sunday nearest September 30. Optex Delaware shall remain a wholly-owned subsidiary of the Company, and Optex Delaware's shareholders are now shareholders of the Company.

Simultaneously with closing under the Reorganization Agreement as of March 30, 2009, the Company accepted subscriptions from accredited investors for a total of \$1,219,750 in gross proceeds and \$874,529 in net proceeds.

### **Our Business**

The Company manufactures optical sighting systems and assemblies primarily for Department of Defense applications. Optical sighting systems are used to enable a soldier to have improved vision and in some cases, protected vision. One type of system would be a binocular which would have a special optical filter applied to the external lens which would block long wave length light (from a laser) from reaching the soldier's eyes. Another type of system would be a periscope where the soldier inside an armored vehicle needs to view the external environment outside of the tank. In this case, the visual path is reflected at two 90 degree angles enabling the soldier to be at a different plane than that of the external lens.

The Company's products consist primarily of build-to-customer print products that are delivered both directly to the armed services and to other defense prime contractors. Build-to-customer print products are those devices where the customer completes the design of the product and then brings these drawings to the supplier for production. In this case, the supplier would procure the piece parts from suppliers, build the final assembly, and then supply this product back to the original customer who designed it.

Our products are installed on a majority of types of U.S. military land vehicles, such as the Abrams and Bradley fighting vehicles, light armored and armored security vehicles and have been selected for installation on the Stryker family of vehicles. The Company also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Approximately 30% of our current revenue is in support of Abrams vehicles, 5% in support of Stryker vehicles, and 25% in support of Bradley vehicles.

Optex Delaware, and its Predecessor Optex Texas, have been in business since 1987. The Company is located in Richardson, TX and is ISO 9001:2008 certified.

### **The Offering**

Common stock offered by the selling stockholders:	11,784,177 shares of common stock, par value \$0.001 per share.
Offering prices:	The shares offered by this prospectus may be offered and sold at prevailing market prices or such other prices as the selling stockholders may determine.
Common stock outstanding:	141,464,940 shares as of August 31, 2009.
Dividend policy:	Dividends on our common stock may be declared and paid when and as determined by our board of directors. We have not paid and do not expect to pay dividends on our common stock.
OTCBB symbol:	OPXS.OB
Use of proceeds:	We are not selling any of the shares of common stock being offered by this prospectus and will receive no proceeds from the sale of the shares by the selling stockholders. All of the proceeds from the sale of common stock offered by this prospectus will go to the selling stockholders at the time they sell their shares.

### **Risk Factors**

See "Risk Factors" beginning on page 3 for a discussion of factors you should carefully consider before deciding to invest in our common stock.

### **Our Address**

Our principal executive offices are located at 1420 Presidential Drive, Richardson, TX 75081-2439.

### **RISK FACTORS**

Investing in our common stock involves a high degree of risk. Prospective investors should carefully consider the risks described below, together with all of the other information included or referred to in this prospectus, before purchasing shares of our common stock. There are numerous and varied risks, known and unknown, that may prevent us from achieving our goals. The risks described below are not the only risks we will face. If any of these risks actually occurs, our business, financial condition or results of operations may be materially adversely affected. In such case, the trading price of our common stock could decline and investors in our common stock could lose all or part of their investment. The risks and uncertainties described below are not exclusive and are intended to reflect the material risks that are specific to us, material risks related to our industry and material risks related to companies that undertake a public offering or seek to maintain a class of securities that is registered or traded on any exchange or over-the-counter market.

## **Risks Related to our Business**

***We expect that we will need to raise additional capital in the future; additional funds may not be available on terms that are acceptable to us, or at all.***

We anticipate we will have to raise additional capital in the future to service our debt and to finance our future working capital needs. We cannot assure you that any additional capital will be available on a timely basis, on acceptable terms, or at all. Future equity or debt financings may be difficult to obtain. If we are not able to obtain additional capital as may be required, our business, financial condition and results of operations could be materially and adversely affected.

We anticipate that our capital requirements will depend on many factors, including:

- our ability to fulfill backlog;
- our ability to procure additional production contracts;
- our ability to control costs;
- the timing of payments and reimbursements from government and other contracts, including but not limited to changes in federal government military spending and the federal government procurement process;
- increased sales and marketing expenses;
- technological advancements and competitors' response to our products;
- capital improvements to new and existing facilities;
- our relationships with customers and suppliers; and
- general economic conditions including the effects of future economic slowdowns, acts of war or terrorism and the current international conflicts.

Even if available, financings can involve significant costs and expenses, such as legal and accounting fees, diversion of management's time and efforts, and substantial transaction costs. If adequate funds are not available on acceptable terms, or at all, we may be unable to finance our operations, develop or enhance our products, expand our sales and marketing programs, take advantage of future opportunities or respond to competitive pressures.

***Current economic conditions may adversely affect our ability to continue operations.***

Current economic conditions may cause a decline in business and consumer spending and capital market performance, which could adversely affect our business and financial performance. Our ability to raise funds, upon which we are fully dependent to continue to expand our operations, may be adversely affected by current and future economic conditions, such as a reduction in the availability of credit, financial market volatility and recession.

***Our ability to fulfill our backlog may have an effect on our long term ability to procure contracts and fulfill current contracts.***

Our ability to fulfill our backlog may be limited by our ability to devote sufficient financial and human capital resources and limited by available material supplies. If we do not fulfill backlog in a timely manner, we may experience delays in product delivery which would postpone receipt of revenue from those delayed deliveries. Additionally, if we are consistently unable to fulfill our backlog, this may be a disincentive to customers to award large contracts to us in the future until they are comfortable that we can effectively manage our backlog.

***Our historical operations depend on government contracts and subcontracts. We face risks related to contracting with the federal government, including federal budget issues and fixed price contracts.***

General political and economic conditions, which cannot be accurately predicted, may directly and indirectly affect the quantity and allocation of expenditures by federal agencies. Even the timing of incremental funding commitments to existing, but partially funded, contracts can be affected by these factors. Therefore, cutbacks or re-allocations in the federal budget could have a material adverse impact on our results of operations. Obtaining government contracts may also involve long purchase and payment cycles, competitive bidding, qualification requirements, delays or changes in funding, budgetary constraints, political agendas, extensive specification development, price negotiations and milestone requirements. In addition, our government contracts are primarily fixed price contracts, which may prevent us from recovering costs incurred in excess of budgeted costs. Fixed price contracts require us to estimate the total project cost based on preliminary projections of the project's requirements. The financial viability of any given project depends in large part on our ability to estimate such costs accurately and complete the project on a timely basis. Some of those contracts are for products that are new to our business and are thus subject to unanticipated impacts to manufacturing costs. Given the current economic conditions, it is also possible that even if our estimates are reasonable at the time made, that prices of materials are subject to unanticipated adverse fluctuation. In the event our actual costs exceed fixed contractual costs of our product contracts, we will not be able to recover the excess costs which could have a material adverse effect on our business and results of operations. As of June 28, 2009 we had approximately \$0.7 million of loss provision accrued for these fixed price contracts.

***If we fail to scale our operations appropriately in response to growth and changes in demand, we may be unable to meet competitive challenges or exploit potential market opportunities, and our business could be materially and adversely affected.***

Our past growth has placed, and any future growth in our historical business is expected to continue to place, a significant strain on our management personnel, infrastructure and resources. To implement our current business and product plans, we will need to continue to expand, train, manage and motivate our workforce, and expand our operational and financial systems, as well as our manufacturing and service capabilities. All of these endeavors will require substantial management effort and additional capital. If we are unable to effectively manage our expanding operations, we may be unable to scale our business quickly enough to meet competitive challenges or exploit potential market opportunities, and our current or future business could be materially and adversely affected.

***We do not have long-term employment agreements with our key personnel, other than our Chief Operating Officer. If we are not able to retain our key personnel or attract additional key personnel as required, we may not be able to implement our business plan and our results of operations could be materially and adversely affected.***

We depend to a large extent on the abilities and continued participation of our executive officers and other key employees. The loss of any key employee could have a material adverse effect on our business. We currently have only one employment agreement, with our Chief Operating Officer, and do not presently maintain "key man" insurance on any key employees. We believe that, as our activities increase and change in character, additional, experienced personnel will be required to implement our business plan. Competition for such personnel is intense and we cannot assure you that they will be available when required, or that we will have the ability to attract and retain them. In addition, we do not presently have depth of staffing in our executive, operational and financial management. Until additional key personnel can be successfully integrated with its operations, the timing or success of which we cannot currently predict, our results of operations and ultimate success will be vulnerable to difficulties in recruiting a new executive management team and losses of key personnel.

***Our intangible assets or goodwill may suffer impairment in the future.***

Goodwill represents the cost of acquired businesses in excess of fair value of the related net assets at acquisition. Valuation of intangible assets, such as goodwill, requires us to make significant estimates and assumptions including, but not limited to, estimating future cash flows from product sales, developing appropriate discount rates, maintaining customer relationships and renewing customer contracts, and approximating the useful lives of the intangible assets acquired. To the extent actual results differ from these estimates, our intangible assets or goodwill may suffer impairment in the future that will impact our results of operations. We reviewed the fair market value of our goodwill and intangible assets as September 28, 2008, based on the fair market values established in connection with the Optex Delaware acquisition as of October 14, 2008, and as a result, determined that the current carrying value of goodwill had been impaired by \$1.6 million. Subsequent to the review, there have been no material changes to our assumptions or estimates that would suggest any further impairment is currently warranted. However, we intend to continue to monitor the value of our intangible assets and goodwill in order to identify any impairment that may occur in the future.

***Certain of our products are dependent on specialized sources of supply that are potentially subject to disruption which could have a material, adverse impact on our business.***

The Company has selectively single sourced some of our material components in order to mitigate excess procurement costs associated with significant tooling and startup costs. Furthermore, because of the nature of government contracts, we are often required to purchase selected items from Government approved suppliers, which may further limit our ability to utilize multiple supply sources for these key components.

To the extent any of these single sourced or government approved suppliers should have disruptions in deliveries due to production, quality, or other issues, the Company may also experience related production delays or unfavorable cost increases associated with retooling and qualifying alternate suppliers. The impact of delays resulting from disruptions in supply for these items could negatively impact our revenue, our customer reputation, and our results of operations. In addition, significant price increases from single-source suppliers could have a negative impact on our profitability to the extent that we are unable to recover these cost increases on our fixed price contracts. Essentially, all of our existing backlog requirements for specialized sources of supply are currently covered by material contracts with our suppliers.

***The defense technology supply industry is subject to technological change and if we are not able to keep up with our competitors and/or they develop advanced technology as response to our products, we may be at a competitive disadvantage.***

The market for our products is generally characterized by rapid technological developments, evolving industry standards, changes in customer requirements, frequent new product introductions and enhancements, short product life cycles and severe price competition. Our competitors could also develop new, more advanced technologies in reaction to our products. Currently accepted industry standards may change. Our success depends substantially on our ability, on a cost-effective and timely basis, to continue to enhance our existing products and to develop and introduce new products that take advantage of technological advances and adhere to evolving industry standards. An unexpected change in one or more of the technologies related to our products, in market demand for products based on a particular technology or of accepted industry standards could materially and adversely affect our business. We may or may not be able to develop new products in a timely and satisfactory manner to address new industry standards and technological changes, or to respond to new product announcements by others. In addition, new products may or may not achieve market acceptance.

***Unexpected warranty and product liability claims could adversely affect our business and results of operations.***

The possibility of future product failures could cause us to incur substantial expense to repair or replace defective products. Some of our customers require that we warrant the quality of our products to meet customer requirements and be free of defects for up to fifteen months subsequent to delivery. Approximately 50% of our current contract deliveries are covered by these warranty clauses. We establish reserves for warranty claims based on our historical rate of less than one percent of returned shipments against these contracts. There can be no assurance that this reserve will be sufficient if we were to experience an unexpectedly high incidence of problems with our products. Significant increases in the incidence of such claims may adversely affect our sales and our reputation with consumers. Costs associated with warranty and product liability claims could materially affect our financial condition and results of operations.

**We derive almost all of our revenue from two customers and the loss of either customer or both customers could have a material adverse effect on our revenues.**

At present, we derive approximately 90% of the gross revenue from our business from two customers, General Dynamics Land System Division (“GDLS”) and Tank-automotive and Armaments Command (“TACOM”). Procuring new customers and contracts may partially mitigate this risk. A decision by either GDLS or TACOM to cease issuing contracts could have a significant material impact on our business and results of operations. There can be no assurance that we could replace these customers on a timely basis or at all.

**We do not possess any patents and rely solely on trade secrets to protect our intellectual property.**

We utilize several highly specialized and unique processes in the manufacture of our products, for which we rely solely on trade secrets to protect our innovations. We cannot assure you that we will be able to maintain the confidentiality of our trade secrets or that our non-disclosure agreements will provide meaningful protection of our trade secrets, know-how or other proprietary information in the event of any unauthorized use, misappropriation or other disclosure. The confidentiality agreements that are designed to protect our trade secrets could be breached, and we might not have adequate remedies for the breach.

It is also possible that our trade secrets will otherwise become known or independently developed by our competitors, many of which have substantially greater resources, and may have applied for or obtained, or may in the future apply for and obtain, patents that will prevent, limit or interfere with our ability to make and sell some of our products. Although we believe that our products do not infringe on the patents or other proprietary rights of third parties, we cannot assure you that third parties will not assert infringement claims against us or that such claims will not be successful.

**In the future, we may look to acquire other businesses in our industry and the acquisitions will require us to use substantial resources, among other things.**

At some time in the future, we may decide to pursue a consolidation strategy with other businesses in our industry. In order to successfully acquire other businesses, we would be forced to spend significant resources in both acquisition and transactional costs, which could divert substantial resources in terms of both financial and personnel capital from our current operations. Additionally, we might assume liabilities of the acquired business, and the repayment of those liabilities could have a material adverse impact on our cash flow. Furthermore, when a new business is integrated into our ongoing business, it is possible that there would be a period of integration and adjustment required which could divert resources from ongoing business operations.

**Conversion of our Series A Preferred stock could cause substantial dilution to our existing common stock holders.**

As of August 31, 2009, we had 141,994,940 shares of our common stock issued and outstanding, as well as 1,027 shares of our Series A Preferred stock issued and outstanding. The Series A Preferred stock is convertible into 41,080,000 shares of our common stock, and upon conversion, the Series A Preferred stock would own 22.5% of our common stock. This would greatly dilute the holdings of our existing common stockholders.



## **Risks Relating to the Reorganization**

***A Company director and a certain executive officer beneficially owns a substantial percentage of the Company's outstanding common stock, which gives him control over certain major decisions on which the Company's stockholders may vote, which may discourage an acquisition of the Company .***

As a result of the Reorganization, Sileas Corp. ("Sileas") which is owned by the Company's three officers (one of whom is also one of the Company's three directors), beneficially owns, in the aggregate, approximately 73% of the Company's outstanding common stock. One director who is also an executive officer, Stanley Hirschman, also owns the majority equity interest in Sileas. The interests of the Company's management may differ from the interests of other stockholders. As a result, the Company's executive management will have the right and ability to control virtually all corporate actions requiring stockholder approval, irrespective of how the Company's other stockholders may vote, including the following actions:

- confirming or defeating the election of directors;
- amending or preventing amendment of the Company's certificate of incorporation or bylaws;
- effecting or preventing a Reorganization, sale of assets or other corporate transaction; and controlling the outcome of any other matter submitted to the stockholders for vote.

The Company's management's beneficial stock ownership may discourage a potential acquirer from seeking to acquire shares of the Company's common stock or otherwise attempting to obtain control of the Company, which in turn could reduce the Company's stock price or prevent the Company's stockholders from realizing a premium over the Company's stock price.

***Public company compliance may make it more difficult to attract and retain officers and directors ..***

The Sarbanes-Oxley Act of 2002 and new rules subsequently implemented by the SEC have required changes in corporate governance practices of public companies. As a public entity, the Company expects these new rules and regulations to increase compliance costs in 2010 and beyond and to make certain activities more time consuming and costly. As a public entity, the Company also expects that these new rules and regulations may make it more difficult and expensive for the Company to obtain director and officer liability insurance in the future and it may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for the Company to attract and retain qualified persons to serve as directors or as executive officers.

## **Risks Relating to the Common Stock**

***The Company's stock price may be volatile.***

The market price of the Company's common stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond the Company's control, including the following:

- additions or departures of key personnel;
- limited "public float" following the Reorganization, in the hands of a small number of persons whose sales or lack of sales could result in positive or negative pricing pressure on the market price for the common stock;
- operating results that fall below expectations;

- economic and other external factors, including but not limited to changes in federal government military spending and the federal government procurement process; and
- period-to-period fluctuations in the Company's financial results.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Company's common stock.

***There is currently no liquid trading market for the Company's common stock and the Company cannot ensure that one will ever develop or be sustained .***

The Company's common stock is currently approved for quotation on the OTC Bulletin Board trading under the symbol OPXS.OB. However, there is limited trading activity and not currently a liquid trading market. There is no assurance as to when or whether a liquid trading market will develop, and if such a market does develop, there is no assurance that it will be maintained. Furthermore, for companies whose securities are quoted on the Over-The-Counter Bulletin Board maintained by the National Association of Securities Dealers, Inc., it is more difficult (1) to obtain accurate quotations, (2) to obtain coverage for significant news events because major wire services generally do not publish press releases about such companies, and (3) to raise needed capital. As a result, purchasers of the Company's common stock may have difficulty selling their shares in the public market, and the market price may be subject to significant volatility.

***Offers or availability for sale of a substantial number of shares of the Company's common stock may cause the price of the Company's common stock to decline or could affect the Company's ability to raise additional working capital.***

Under Rule 144(i)(2), the Company's stockholders can avail themselves of Rule 144 and commence selling significant amounts of shares into the market one year after the filing of "Form 10" information with the SEC as long as the other requirements of Rule 144(i)(2) are met. While affiliates would be subject to volume limitations under Rule 144(e), which is one percent of the shares outstanding as shown by our then most recent report or statement published, nonaffiliates would then be able to sell their stock without volume limitations. If the Company's current stockholders seek to sell substantial amounts of common stock in the public market either upon expiration of any required holding period under Rule 144 or pursuant to an effective registration statement, it could create a circumstance commonly referred to as "overhang," in anticipation of which the market price of the Company's common stock could decrease substantially. The existence of an overhang, whether or not sales have occurred or are occurring, could also make it more difficult for the Company to raise additional financing in the future through sale of securities at a time and price that the Company deems acceptable.

***The elimination of monetary liability against the Company's directors, officers and employees under Delaware law and the existence of indemnification rights to the Company's directors, officers and employees may result in substantial expenditures by the Company and may discourage lawsuits against the Company's directors, officers and employees.***

The Company's certificate of incorporation does not contain any specific provisions that eliminate the liability of directors for monetary damages to the Company and the Company's stockholders; however, the Company provides such indemnification to its directors and officers to the extent provided by Delaware law. The Company may also have contractual indemnification obligations under its employment agreements with its executive officers. The foregoing indemnification obligations could result in the Company incurring substantial expenditures to cover the cost of settlement or damage awards against directors and officers, which the Company may be unable to recoup. These provisions and resultant costs may also discourage the Company from bringing a lawsuit against directors and officers for breaches of their fiduciary duties and may similarly discourage the filing of derivative litigation by the Company's stockholders against the Company's directors and officers even though such actions, if successful, might otherwise benefit the Company and its stockholders.

## USE OF PROCEEDS

We are not selling any of the shares of common stock being offered by this prospectus and will receive no proceeds from the sale of the shares by the selling stockholders. All of the proceeds from the sale of common stock offered by this prospectus will go to the selling stockholders at the time each offers and sells such shares.

## MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

### Market Information

Effective with the start of trading on May 1, 2009, our stock received a ticker symbol change from "SSTX" to "OPXS" from FINRA and commenced trading under the new symbol on the OTC Bulletin Board. Trading in our stock has historically been sporadic, trading volumes have been low, and the market price has been volatile.

The following table shows the range of high and low bid prices for our common stock as reported by the OTC Bulletin Board, as the case may be, for each quarter since the fourth quarter of 2007. The quotations reflect inter-dealer prices, without retail markup, markdown or commission and may not represent actual transactions.

<u>Period</u>	<u>High</u>	<u>Low</u>
Commencement of Trading through Fourth Quarter 2007	\$ 0.03	\$ 0.03
First Quarter 2008	\$ 0.03	\$ 0.03
Second Quarter 2008	\$ 0.03	\$ 0.04
Third Quarter 2008	\$ 0.04	\$ 0.04
Fourth Quarter 2008	\$ 0.04	\$ 0.04
First Quarter 2009	\$ 0.04	\$ 0.04
Second Quarter 2009	\$ 0.50	\$ 0.14

On August 31, 2009, the sale price for our common stock as reported on the OTCBB was \$0.30 per share.

### Securities outstanding and holders of record

On August 31, 2009 there were approximately 99 record holders of our common stock and 141,994,940 shares of our Common Stock issued and outstanding.

### Dividend Policy

We have not paid and do not expect to pay dividends on our common stock. Any future decision to pay dividends on our common stock will be at the discretion of our board and will depend upon, among other factors, our results of operations, financial condition, capital requirements and contractual restrictions.

### Information respecting equity compensation plans

#### Summary Equity Compensation Plan Information

The Company had no equity compensation plans as of September 30, 2008 and adopted its 2009 Stock Option Plan on March 26, 2009. See Equity Plan Compensation Information on p. 26.

## **Management's Discussion and Analysis or Plan of Operations**

This management's discussion and analysis reflects information known to management as at June 28, 2009. This MD&A is intended to supplement and complement our audited financial statements and notes thereto for the year ended September 28, 2008 (Predecessor), prepared in accordance with U.S. generally accepted accounting principles (GAAP). You are encouraged to review our financial statements in conjunction with your review of this MD&A. Additional information relating to the company, including our most current annual information form, is available at [www.sec.gov](http://www.sec.gov). The financial information in this MD&A has been prepared in accordance with GAAP, unless otherwise indicated. In addition, we use non-GAAP financial measures as supplemental indicators of our operating performance and financial position. We use these non-GAAP financial measures internally for comparing actual results from one period to another, as well as for planning purposes. We will also report non-GAAP financial results as supplemental information, as we believe their use provides more insight into our performance. When non-GAAP measures are used in this MD&A, they are clearly identified as a non-GAAP measure and reconciled to the most closely corresponding GAAP measure.

*The following discussion highlights the principal factors that have affected our financial condition and results of operations as well as our liquidity and capital resources for the periods described. This discussion contains forward-looking statements. Please see "Special cautionary statement concerning forward-looking statements" and "Risk factors" for a discussion of the uncertainties, risks and assumptions associated with these forward-looking statements. The operating results for the periods presented were not significantly affected by inflation.*

## **Background**

On March 30, 2009, the Reorganization was consummated pursuant to which the then existing shareholders of Optex Delaware exchanged their shares of common stock with the shares of common stock of the Company as follows: (i) the outstanding 85,000,000 shares of Optex Delaware common stock were exchanged by the Company for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Delaware Series A Preferred Stock be exchanged by the Company for 1,027 shares of Company Series A Preferred Stock, and (iii) the 8,131,667 shares of Optex Delaware common stock purchased in the private placement were exchanged by the Company for 8,131,667 shares of Company common stock. Optex Delaware has remained a wholly-owned subsidiary of the Company.

As a result of the Reorganization, the Company changed its name from Sustut Exploration Inc. to Optex Systems Holdings, Inc. and its year end from December 31 to a fiscal year ending on the Sunday nearest September 30.

Simultaneously with the closing under the Reorganization Agreement (and the shares included above), as of March 30, 2009, the Company accepted subscriptions from accredited investors for a total 27.1 units (the "Units"), for \$45,000 per Unit, with each Unit consisting of 300,000 shares of common stock, no par value, of the Company and warrants to purchase 300,000 shares of common stock for \$0.45 per share for a period of five (5) years from the initial closing, which were issued by the Company after the closing referenced above. Gross proceeds to the Company were \$1,219,750, and after deducting (i) a cash finder's fee of \$139,555, (ii) non-cash consideration of indebtedness owed to an investor of \$146,250, and (iii) stock issuance costs of \$59,416, the net proceeds were \$874,529. The finder also received five year warrants to purchase 2.39 Units, at an exercise price of \$49,500 per unit.

Optex Delaware manufactures optical sighting systems and assemblies primarily for Department of Defense applications. Its products are installed on a majority of types of U.S. military land vehicles, such as the Abrams and Bradley fighting vehicles, light armored and armored security vehicles and have been selected for installation on the Stryker family of vehicles. Optex Delaware also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Optex Delaware products consist primarily of build-to-customer print products that are delivered both directly to the armed services and to other defense prime contractors.

Optex Delaware delivers high volume products, under multi-year contracts, to large defense contractors. It has the reputation and credibility with those customers as a strategic supplier. The successful completion of the separation from IRSN has enhanced its ability to serve its existing customers and will set the stage for it to become a center of manufacturing excellence. Irvine Sensors Corporation (“IRSN”) is predominately a research and design company with capabilities enabling only prototype or low quantity volumes. Optex Delaware is predominately a high volume manufacturing company. Therefore the systems and processes needed to meet customer’s needs are quite different. While both companies serve the military market, the customers within these markets are different. For example, two of the largest customers for Optex are GDLS and TACOM. IRSN did not have any contracts or business relations with either of these two customers. Therefore the separation has allowed Optex Delaware to fully focus on high volume manufacturing and the use of the six sigma manufacturing methodology. This shift in priorities has allowed Optex Delaware to become a center of manufacturing excellence, characterized by improved delivery performance, higher quality ratings, and reduced operational costs.

Many of our contracts allow for government contract financing in the form of contract progress payments pursuant to Federal Acquisition Regulation 52.232-16. “Progress Payments”. As a small business, and subject to certain limitations, this clause provides for government payment of up to 90% of incurred program costs prior to product delivery. To the extent our contracts allow for progress payments, we intend to utilize this benefit, thereby minimizing the working capital impact on the Company for materials and labor required to complete the contracts.

The Company also anticipates the opportunity to integrate some of its night vision and optical sights products into commercial applications. The Company plans to carry on the business of Optex Delaware as its sole line of business, and all of the Company’s operations are expected to be conducted by and through Optex Delaware.

### Plan of Operation

Through a private placement offering completed in conjunction with consummation of the Reorganization Agreement, the Company has raised \$1,219,750 (\$874,529, net of finders fees, issuance costs and non cash consideration resulting from satisfaction of indebtedness owed to an investor) to fund operations. The proceeds have been used as follows:

Description	Offering
Additional Personnel	\$150,000
Legal and Accounting Fees	\$100,000
Investor Relations Fees	96,000
Working Capital	\$528,529
Totals:	\$874,529

### Results of Operations

Based on the current level of deliverable backlog, we expect the next three months’ revenues to be consistent with the total for the periods September 29, 2008 through October 14, 2008 (Predecessor) and October 15, 2008 through June 28, 2009 (Successor). In addition, future business includes expected awards yet to be determined. Although the current range of products being manufactured is dependent on the receipt of continued and timely funding to existing programs, the most recent proposed federal budget is not expected to impact any of our existing programs in the near term.

**The Revenue, Expenses and Income for the fourteen day period of Optex Texas prior to the acquisition by Optex Delaware are summarized below.**

Optex Systems – Texas (Predecessor)	Millions
Revenue	\$ 0.9
Cost of Sales	0.7
Gross Margin	0.2
General & Administrative	0.1
Operating Income	\$ 0.1
Net Income	\$ 0.1

The table below summarizes our quarterly and year to date operating results in terms of both a GAAP net income measure and a non GAAP EBITDA measure. We use EBITDA as an additional measure for evaluating the performance of our business as “net income” includes the significant impact of noncash Intangible Amortization on our income performance. Consequently, in order to have a meaningful measure of our operating performance on a continuing basis, we need to evaluate an income measure which does not take into account this Intangible Amortization. We have summarized the quarterly revenue and margin below along with a reconciliation of the GAAP net loss to the non GAAP EBITDA calculation for comparative purposes below. We believe

that including both measures allows the reader to have a “complete picture” of our overall performance.

	September 29, 2008 through June 28, 2009					Predecessor - Fiscal Year 2008			
	Predecessor - Qtr 1 (Sept 29, 2008 through Oct 14, 2008)	Successor- Qtr 1 (Oct 15, 2008 through Dec 27, 2008)	Qtr 2	Qtr 3	9 months ended June 28, 2009	Qtr 1	Qtr 2	Qtr 3	9 months ended June 29, 2008
Net Loss After Taxes - GAAP	\$ (0.1)	\$ 0.1	\$ (0.3)	\$ (0.3)	\$ (0.6)	\$ (0.7)	\$ (0.7)	\$ (0.2)	\$ (1.6)
<i>Add:</i>									
Interest Expense	\$ 0.1	\$ 0.1	\$ -	\$ 0.2	\$ 0.1	\$ 0.1	\$ -	\$ 0.2	\$ 0.2
Federal Income Taxes	0.2	0.1	0.1	0.4	-	-	-	-	-
Depreciation & Amortization	0.6	0.5	0.5	1.6	0.3	0.2	0.1	0.6	0.6
EBITDA - Non GAAP	\$ (0.1)	\$ 1.0	\$ 0.4	\$ 0.3	\$ 1.6	\$ (0.3)	\$ (0.4)	\$ (0.1)	\$ (0.8)

We have experienced substantial improvement in our EBITDA as compared to our prior year performance. We have increased our EBITDA by \$2.4 million in the nine months ending June 28, 2009 as compared to the nine months ending 2008 (Predecessor), primarily as a result of increased revenue and lower general and administrative costs. We expect this trend to continue over the next 12 months as our product mix shifts towards more profitable programs and we continue to pursue cost reductions in our production and general and administrative areas.

Product mix is dictated by customer contracted delivery dates and volume of each product to be delivered on such delivery dates. Shifts in gross margin from quarter to quarter are primarily attributable to the differing product mix recognized as revenues during each respective period. During the three and nine months, our revenues on legacy periscope programs increased significantly over the prior year while margins significantly decreased. The legacy periscope contracts were awarded January 2003, and due to significant material price increases subsequent to the contract award date, we are experiencing a loss on these contracts. We have fully reserved for future contract losses on this program, thus deliveries against these programs yield a product margin of zero. During 2009, we recognized revenue of \$3.7 million from these legacy periscope programs, with a remaining backlog of \$1.5 million, \$0.4 million of which should be recognized in 2009 and the remaining \$1.1 million in the first three quarters of 2010. We expect our product margins on periscopes to increase over the next 12 months as the legacy programs are completed and are replaced with new awards.

We are aggressively pursuing additional, potentially higher margin periscope business, and in May 2009, the Company was awarded a multi-year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract accompanied by the first delivery order from TACOM. If all government forecasted delivery orders against this IDIQ contract are awarded and if we were to share equally with the other supplier in the awarded releases, the total value of the contract to us could be valued at approximately \$7.5 million over the next three years. In June 2009, we received an additional \$3.4 million dollar award from GDLS to provide product beginning with delivery starting in 2011 at the completion of our current production contract.

As a result of the October 14, 2008 acquisition of the assets of Optex Texas (Predecessor), our amortizable intangible assets increased significantly over the prior year. The non cash amortization of intangible assets has had a negative impact on our Gross Margin for 2009 as compared to 2008. In 2009, our anticipated intangible amortization expense is \$2 million and is expected to decline to \$1 million in 2010.

**Expected Backlog Delivery Schedule as of June 28, 2009 (in millions):**

Year	Backlog
2009	\$ 6.5
2010	17.8
2011	4.8
2012	2.5
2013	0.1
Total	\$ 31.7

Virtually all of our contracts are prime or subcontracted directly with the Federal government and, as such, are subject to Federal Acquisition Regulation (FAR) Subpart 49.5, “Contract Termination Clauses” and more specifically FAR clauses 52.249-2 “Termination for Convenience of the Government (Fixed-Price)”, and 49.504 “Termination of fixed-price contracts for default”. These clauses are standard clauses on our prime military contracts and generally apply to us as subcontractors. It has been our experience that the termination for convenience is rarely invoked, except where it is mutually beneficial for both parties. We are currently not aware of any pending terminations for convenience or for default on our existing contracts.

In the event a termination for convenience were to occur, these FAR clause 52.249-2 provides for full recovery of all contractual costs and profits reasonably occurred up to and as a result of the terminated contract. In the event a termination for default were to occur, we could be liable for any excess cost incurred by the government to acquire supplies from another supplier similar to those terminated from us. We would not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the company as defined by FAR clause 52.249-8. In addition, the Government may require us to transfer title and deliver to the Government any completed supplies, partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials”) that we have specifically produced or acquired for the terminated portion of this contract. The Government shall pay contract price for completed supplies delivered and accepted, and we and the Government would negotiate an agreed upon amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree on an amount for manufacturing materials is subject to the FAR Disputes clause 52.233-1.

In some cases, we may receive an “undefinitized” (i.e., price, specifications and terms are not agreed upon before performance commenced) contract award for contracts that exceed the \$650,000, which is the federal government simplified acquisition threshold. These contracts are considered firm contracts at an undefinitized, but not to exceed specified limits threshold. Cost Accounting Standards Board covered contracts are subject to the Truth in Negotiations Act disclosure requirements and downward only price negotiation. As of June 28, 2009, 12.3% of our outstanding backlog, or \$3.9 million of booked orders, fell under this criteria. Our experience has been that the historically negotiated price differentials have been minimal (5% or less) and accordingly, we do not anticipate any significant downward adjustments on these booked orders.

### Three Months Ended June 28, 2009 (Successor) Compared to the Three Months Ended June 29, 2008 (Predecessor)

*Revenues.* In the three months ended June 28, 2009, revenues increased by 79.5% over the respective prior period:

	<b>3 mos ended 6/28/2009 (Successor)</b>	<b>3 mos ended 6/29/2008 (Predecessor)</b>	<b>Change</b>
Revenue	\$ 7.0	\$ 3.9	\$ 3.1
<i>Percent increase</i>			79.5%

Revenues increased significantly across all product lines during the three months ended June 2009 as compared to the same period in 2008. Significant increases in sales of certain product lines is attributable to increased demand by GDLS and U.S. government accelerated schedules, whereby, in consideration for increased pricing, Optex Delaware agreed to accelerate the contract delivery schedule and deliver at higher volumes to support increased military service needs. Other revenue increased due to the delivery of higher quantities of certain assemblies in the current quarter over the comparable period in 2008.

During the third quarter of 2009, we worked aggressively with one customer and resolved technical field issues related to two of our major programs, and also completed the First Article Testing and Acceptance requirements on a third, for which government acceptance approval was obtained on August 28, 2009. With most of the technical and start up issues behind us on these programs, we expect to increase program deliveries during the last quarter of fiscal year 2009 continuing through 2010.

*Cost of Goods Sold.* During the quarter ended June 28, 2009, we recorded cost of goods sold of \$6.4 million as opposed to \$2.9 million during the quarter ended June 29, 2008, an increase of \$3.5 million or 82.6%. This increase in cost of goods sold was primarily associated with increased revenue on our periscope lines in support of higher backlog and accelerated delivery schedules, in addition to increased intangible amortization resulting from the acquisition of Optex Texas (Predecessor) assets from IRSN on October 14, 2008. The gross margin during the quarter ended June 28, 2009 (Successor) was 8.6% of revenues as compared to a gross margin of 25.6% for the quarter ended June 29, 2008 (Predecessor). Product margins decreased substantially to 15.7% for the quarter ended June 28, 2009 (Successor) versus 25.6% for the quarter ended June 29, 2008 (Predecessor) due to a shift in third quarter revenue mix toward less profitable contracts, combined with increased labor costs related to the reallocation of labor costs associated with 10 employees from general and administrative costs to manufacturing overhead in 2009. Margins were further impacted by higher intangible amortization allocable to cost of goods sold of \$0.4 million, and increased reserves for valuations and warranties of \$0.1 million, resulting in an overall increase in cost of goods sold of 7.1% of revenues in the quarter ended June 28, 2009.

*G&A Expenses.* During the three months ended June 28, 2009, we recorded operating expenses of \$ 0.8 million as opposed to \$ 1.2 million during the three months ended June 29, 2008, a decrease of \$0.4 million or 33.3%. The components of the significant net decrease in general and administrative expenses as compared to quarter ended June 29, 2008 are outlined below.

- Elimination of corporate cost allocations from IRSN of \$0.5 million and the IRSN Employee Stock Bonus Plan (ESBP) of \$0.1 million as a result of the ownership change.
- Increased costs of \$0.2 million in legal, accounting fees, board of directors fees, and investor relations.
- Lower Salaries and Wages and employee related costs of \$0.1 million primarily due to the reclassification of 10 purchasing and planning employees from general and administrative to manufacturing overhead in cost of sales. The annualized impact of the personnel move is expected to be a reduction in general and administrative expenses of approximately \$0.5 million with an offsetting increase to cost of goods sold.
- Increased Amortization of Intangible Assets of \$0.05 million as a result of the ownership change on October 14, 2008.



*Loss from Operations.* During the three months ended June 28, 2009, we recorded a loss from operations of \$(0.2) million, which was the same as the \$(0.2) million loss from operations during the three months ended June 29, 2008. The loss from operations includes a \$0.4 million increase in non-cash amortization of intangible assets as a result of the October 14, 2008 acquisition of the assets of Optex Texas (Predecessor).

*Net Loss.* During the three months ended June 28, 2009, we recorded a net loss of \$(0.3) million, as compared to \$(0.2) million for three months ended June 29, 2008, an increase of \$(0.1) million or 50.0%. Federal Income Taxes expense increased by \$0.1 million in the three months ended June 28, 2009 as a result of increased profit before intangible amortization expense (which is not deductible for income tax purposes), over the prior year quarter. In 2008, there was no Federal Income Tax expense due to the loss from operations. Excluding the impact of the increased intangible expenses of \$0.5 million, we would have recorded net income of \$0.2 million for the three months ended June 28, 2009.

**Predecessor period of September 29, 2008 through October 14, 2008 and Successor period of October 15, 2008 through June 28, 2009 Compared to the Predecessor Nine month period ended June 29, 2008**

*Revenues* the For the nine months ended June 28, 2009 (Combined) revenues increased by 51.1% over the respective prior period (Predecessor) per the table below:

	<b>Predecessor</b>	<b>Successor</b>	<b>Combined</b>	<b>Predecessor</b>	
	<b>September 29, 2008 through October 14, 2008</b>	<b>October 15, 2008 through June 28, 2009</b>	<b>9 mos. ended June 28, 2008</b>	<b>9 mos. ended June 29, 2009</b>	<b>Change</b>
Revenue	\$ 0.9	\$ 20.1	\$ 21.0	\$ 13.9	\$ 7.1
<i>Percent increase</i>					<i>51.1%</i>

Revenues increased significantly across all product lines in the nine months ended June 28, 2009 as compared to the nine months ended June 29, 2008. Significant increases in sales of certain product lines is attributable to increased demand by General Dynamics and U.S. government accelerated schedules, whereby, in consideration for increased pricing, we agreed to accelerate the contract delivery schedule and deliver at higher volumes to support increased military service needs. Other revenue increased due to the delivery of higher quantities of certain assemblies in the current quarter over the comparable period in 2008.

During the third quarter of 2009, we worked aggressively with one customer and resolved technical field issues related to two of our major programs, and completed the First Article Testing and Acceptance requirements on a third, for which we are currently awaiting government acceptance approval. We do not foresee any issue with obtaining the required approval in the near term. With most of the technical and start up issues behind us on these programs, we expect to increase program deliveries during the last quarter of fiscal year 2009 continuing through 2010.

*Cost of Goods Sold.* During the Predecessor period from September 29, 2008 through October 14, 2008, we recorded cost of goods sold of \$0.8 million and during the Successor period from October 15 through through June 28, 2009 we recorded cost of goods sold of \$18.0 million for a total cost of good sold during the nine month period of \$18.8 million as compared, to \$11.7 million during the nine months ended June 29, 2008, an increase of \$7.1 million or 60.7%. This increase in cost of goods sold was primarily associated with increased revenue on certain of our product lines in support of higher backlog and accelerated delivery schedules and increased intangible amortization resulting from the acquisition of the assets of Optex Texas (Predecessor) on October 14, 2008. The gross margin during the Predecessor period beginning September 29, 2008 through October 14, 2008 was \$0.1 million and the gross margin for the Successor period beginning October 15, 2008 through June 28, 2009 was \$2.1 million for a total of \$2.2 million or 10.5% of revenues as compared to a gross margin of 15.8% for the nine months ended June 29, 2008. Product gross margins were down 0.4% to 17.6% for the period ended June 28, 2009 versus 18.0% for the nine months ended June 29, 2008 due to a shift in revenue mix toward less profitable contracts for certain programs, combined with increased labor related to the reallocation of costs associated with 10 employees from the general and administrative costs to manufacturing overhead in 2009. Margins were further impacted by higher intangible amortization allocable to cost of goods sold of \$0.9 million, and increased reserves for valuations and warranties of \$0.3 million, resulting in an overall increase in cost of goods sold of 7.1% of revenues in the period ended June 28, 2009 as compared to the nine months ended June 29, 2008.

*G&A Expenses.* During the Predecessor period from September 29, 2008 through October 14, 2008 we recorded operating expense of \$0.1 million and during the period from October 15, 2008 through June 28, 2009, we recorded operating expenses of \$2.0 million for a total of \$2.1 million for the nine months ended June 28, 2009 as opposed to \$3.7 million during the nine months ended June 29, 2008, a decrease of \$1.6 million or 43.2%. The components of the significant net decrease in general and administrative expenses as compared to the nine months ended June 29, 2008 are outlined below.

- Elimination of corporate cost allocations from IRSN of \$1.5 million and the IRSN Employee Stock Bonus Plan (ESBP) of \$0.3 million as a result of the ownership change.
- Increased costs of \$0.4 million in legal, accounting fees, board of director fees, and investor relations
- Lower Salaries and Wages and employee related costs of \$0.3 million primarily due to the reclassification of 10 purchasing and planning employees from general and administrative to manufacturing overhead in cost of sales. The annualized impact of the personnel move is expected to be a reduction in general and administrative expenses of approximately \$0.5 million with an offsetting increase to costs of goods sold. This decrease was partially offset by the expense associated with the implementation of a Management Incentive Bonus plan in 2009 of (\$0.1) million for a net change of \$0.2 million to general and administrative salaries, wages and related employee expenses.
- Increased Amortization of Intangible Assets of \$0.1 million as a result of the ownership change as of October 14, 2008.

*Income (Loss) from Operations.* During the Predecessor period from September 29, 2008 through October 14, 2008 we recorded income from operations of \$0.07 million and for the Successor period from October 15, 2008 through June 28, 2009, we recorded a loss from operations of \$(0.09) million for a total net loss of \$(0.02) million during the nine month period as opposed to a loss from operations of \$(1.5) million during the nine months ended June 29, 2008. This improvement was primarily due to increased sales revenue in the period ended June 28, 2009, combined with reduced general and administrative expenses driven by the elimination of IRSN corporate costs pushed down to us in the nine months ended June 29, 2008. The current year loss from operations also includes \$1.1 million of non cash amortization of intangible assets as a result of the October 14, 2008 acquisition transaction.

*Net Income (Loss).* During the Predecessor period from September 29, 2008 through October 14, 2008 we recorded net income of \$0.06 million for the period beginning October 15, 2008 through June 28, 2009, we recorded a net loss of \$(0.73) million for a total net loss of \$(0.67) million during the nine months ended June 28, 2009, as compared to \$(1.6) million for nine months ended June 29, 2008, a decrease in net loss of \$0.93 million or 58.1%. This decrease in net loss was principally the result of reduced operating expenses related to the elimination of costs pushed down from IRSN in the nine months ended June 29, 2008 combined with increased revenue in the period ending June 28, 2009. Federal Income Tax expense increased by \$0.5 million over the prior year as a result of increased profit before intangible amortization expense. The intangible amortization expense is amortized over five years for book purposes and is deductible over 15 years for income tax purposes. In 2008, there was no Federal Income Tax expense due to the loss from operations. . Excluding the impact of the increased intangible expenses of \$1.5 million, we would have recorded net income of \$0.8 million for the nine month period ending June 28, 2009.

## Year Ended September 28, 2008 (Predecessor) Compared to Year Ended September 30, 2007 (Predecessor)

The results of operations and cash flows of the Predecessor business for the years ended September 28, 2008 and September 30, 2007 do not include the effects of or any adjustments related to the sale of the Optex Delaware acquisition of Optex Texas.

The information contained in this section is that of the Predecessor, Optex Texas. For the purpose of discussion, the results of the Predecessor for the years ended September 28, 2008 and September 30, 2007 are presented on a stand alone basis.

For the year ended September 28, 2008 revenues increased by 29.9% over the respective prior year per the table below:

	Year ended 9/28/2008	Year ended 9/30/2007	Change
Revenue	\$ 20.0	\$ 15.4	\$ 4.6
<i>Percent increase</i>			<i>29.9%</i>

Revenues increased 29.9% in the year ended September 28, 2008 from the prior year due to reaching full production on one of the Predecessor's major product lines programs and increases in periscope revenues resulting from accelerated customer delivery schedules for government orders and higher production volumes on our GDLS orders.

*Cost of Goods Sold.* During the year ended September 28, 2008, we recorded cost of goods sold of \$18.1 million as opposed to \$17.4 million during the year ended September 30, 2007, an increase of \$0.7 million or 4.5%. This increase in cost of goods sold was primarily due to increased revenues of \$4.6 million. The margins on the increased revenue is significantly improved over the year ended September 30, 2007 due to equitable price adjustments and accelerated schedule consideration received in the year ended September 2008 on certain programs. Additionally, the gross margin for the year ended September 30, 2007 included significant contract loss reserves, excess and obsolescence and other non recurring inventory adjustments related to unrecoverable costs increases on fixed price contracts.

*G&A Expenses.* General and Administrative expenses were \$5.0 million in the year ended 2008 versus \$4.9 million in the year ended 2007, an increase \$0.1 million or 2.0%. The significant components of the net increase are outlined below.

- Decrease in legal and accounting fees of \$0.2 million as a result of reduced auditing expenses related to 2008 annual physical inventory and higher legal expenses in 2007 related to securing a \$2 million note from Tim Looney.
- Salaries and wages and employee related costs changed by \$0.0 in the year ended 2008 versus the year ended 2007. Salaries increased 4%, or \$0.03 million in the year ended September 28, 2008 as compared to the year ended September 30, 2007. This increase was primarily due to personnel changes combined with annual salary and wage increases of approximately 3%. Employee benefits declined by 15% or \$(0.03) million in the year ended September 28, 2008 due to personnel changes at the end of 2007 whereas two key executive employees received all accrued vacation as of their departure at the end September, 2007.
- Consulting and contract service fees increased by \$0.1 million in 2008 over 2007 due to services used in support of attaining ISO 9000 certification in 2008, in addition to executive services charged to Optex Texas by IRSN for organizational oversight until replacements were secured for executives leaving Optex as of September 30, 2007.

*Loss from Operations.* During the year ended September 28, 2008, we recorded a loss of \$(3.1) million as opposed to \$(6.8) million during the year ended September 30, 2007, a decrease of \$3.7 million or 54.4%. This decrease in the loss from operations was primarily due to the negotiation of several equitable price adjustments and other consideration on accelerated delivery schedules in the year ended September 28, 2008. Additionally, for the year ended September 30, 2007 non-recoverable cost increases on fixed price contracts resulted in significant contract loss and excess and obsolete inventory reserves as discussed above in cost of goods sold. These losses were partially offset in 2008 with equitable price adjustments negotiated with the customer.

*Net Loss.* During the year ended September 28, 2008, we recorded a net loss of \$(4.8) million, as compared to \$(6.8) million for year ended September 30, 2007, an improvement of \$2.0 million or 29.4%. This decrease in net loss was principally the result of increased revenues and negotiated equitable and other price adjustments discussed above, partially offset by a \$1.6 million adjustment for the impairment of goodwill. Goodwill was reviewed as of September 28, 2008 and adjusted based upon the most recent value of the company as determined by the sale to third party purchasers on October 14, 2008.

### **Liquidity and Capital Resources**

We have historically met our liquidity requirements from a variety of sources, including government and customer funding through contract progress bills, short term loans, and notes from related parties. Based upon our current working capital position and potential for expanded business revenues, we believe that our working capital is sufficient to fund our current operations for the next 12 months. However, based on our strategy and the anticipated growth in our business, we believe that our liquidity needs may increase in the future. The amount of such increase will depend on many factors, including the costs associated with the fulfillment of our projects, whether we upgrade our technology, and the amount of inventory required for our expanding business. If our liquidity needs do increase, we believe additional capital resources will be derived from a variety of sources including, but not limited to, cash flow from operations and further private placements of our common stock and/or debt and possible receivables funding through a commercial lender.

### **Predecessor period of September 29, 2008 through October 14, 2008**

*Cash and Cash Equivalents.* As of October 14, 2008, Optex Texas (Predecessor) had cash and cash equivalents of \$0.3 million, an increase of \$0.1 million from the year ended September 29, 2008. The slight increase in cash over September 29, 2008 balances were primarily due to the timing of cash receipts on accounts receivable collections and supplier payments made as of the October 14<sup>th</sup> Optex Delaware acquisition. The cash balance as of October 14, 2009 is included as the beginning cash balance for Optex Delaware (Successor) as of October 15, 2008.

*Net Cash Provided by Operating Activities.* Net cash provided by operating activities totaled \$0.1 million for the Predecessor period of September 29, 2008 through October 14, 2008. Cash provided by operating activities was primarily due to the timing of purchases and accounts receivable collections during the 15 day period prior the Delaware acquisition. During this period, our net inventory increased by \$0.9 million to support substantially increased production rates across all of our product lines and our accounts receivable decreased \$(1.0) million due to timing of collections from one of our major customers in the second week of October, 2008. Accounts payable and accrued expenses decreased by \$(0.2) million due to the timing of cash disbursements prior to the acquisition.

*Net Cash Used in Investing Activities.* Net cash used in investing activities totaled \$0.00 million during the Predecessor period beginning September 29, 2008 and ending October 14, 2008. The Company's business is labor intensive and we purchase equipment as it becomes necessary.

*Net Cash Provided By Financing Activities.* Net cash provided by financing activities totaled \$0.0 million during the Predecessor period beginning September 29, 2008 and ending October 14, 2008.

### **Successor period of October 15, 2008 through June 28, 2009**

*Cash and Cash Equivalents.* As of June 28, 2009, we had cash and cash equivalents of \$0.5 million. During the Successor period of October 15, 2008 through June 28, 2009 we increased cash and cash equivalents by \$0.2 million primarily due to the net proceeds received by us in the private placement. A portion of the private placement proceeds was used to acquire additional inventory in support of the higher revenue and production rates during the period and which are expected to continue through year end.

*Net Cash Used in Operating Activities.* Net cash used in operating activities during the Successor period beginning October 15, 2008 and ending June 28, 2009 totaled \$(0.4) million. The primary uses of cash during this period relate to the timing of purchases, accelerated collections on government contracts, and the timing of payments to vendors. Accelerated collections of government contracts was accomplished by offering nominal discounts for prompt payment. Federal Acquisition Regulation Clause 52.232-8 "Discounts for Prompt Payment" permits the offer of nominal discounts on payment terms for government contracts in order to expedite invoice payment. Because many of our programs incur significant, long lead times from material acquisition through production and shipment, it is the standard policy of Optex Delaware to offer a 0.5% discount for all government invoices paid in net 10 days or less. The normal payment terms on these contracts are net 30. The foregone revenues as a result of the discounted payments equate to less than 0.1% of total revenue reported during the same period. In the period beginning October 15, 2008 and ending June, 28, 2009, our net inventory increased by \$1.6 million to support substantially increased production rates across all of our product lines. A large portion of these inventories are progress billable costs and as such were billed to our customer as costs were incurred. As of June 28, 2009, our accounts receivable included approximately \$1.5 million in unpaid outstanding progress bills related to these programs, which were paid in July 2009. We expect similar cash flows from operations until at least mid 2010 when our low margin legacy periscope programs are anticipated to end and are replaced with other significant programs as they reach level production rates.

*Net Cash Provided by Investing Activities.* In the Successor period beginning October 15, 2008 and ending June 28, 2009, net cash provided by investing activities totaled \$0.24 million and consisted of cash acquired during the Optex Delaware Predecessor acquisition as of October 14, 2009 of \$0.25 million and cash used to purchase equipment of \$(0.01) million during the period.

*Net Cash Provided By Financing Activities.* Net cash provided by financing activities totaled \$0.7 million during the period beginning October 15, 2008 through June 28, 2009, The change of \$0.7 million is due to receipt of the private placement funds of \$0.9 million offset by funds used to repay outstanding loans of \$(0.2) million. We raised funds through a private placement for working capital needs, primarily inventory purchases, and additional personnel so support increased revenue and production rates during the period.

#### **For the 12 months ended September 28, 2008 (Predecessor)**

*Cash and Cash Equivalents.* As of September 28, 2008, the Predecessor had cash and cash equivalents of \$0.2 million compared to \$0.5 million in 2007. The decrease in cash and cash equivalents was primarily due to the timing of payments to suppliers against the open accounts payable balance versus collections of open accounts receivable balances as of year end.

*Net Cash Used in Operating Activities.* For the year ended September 28, 2008, the Predecessor used \$0.6 million of net cash in operating activities, as compared to using \$1.5 million of net cash in operating activities during 2007. The primary change was the timing of purchases, accelerated collections on government contracts, and the timing of payments to vendors. In the twelve months ending September, 28, 2008, the Predecessor's net inventory decreased by \$1.7 million due to higher shipments in 2008 of inventories on hand as of the end of 2007. Accounts receivable declined by \$0.4 million in 2008 primarily due to aggressive non US government collections and accelerated collections on government contracts. The accelerated collections of government contracts was accomplished by offering nominal discounts for prompt payment. Federal Acquisition Regulation Clause 52.232-8 "Discounts for Prompt Payment" permits the offer of nominal discounts on payment terms for government contracts in order to expedite invoice payment. Because many of our programs incur significant, long lead times from material acquisition through production and shipment, it is the standard policy to offer a 0.5% discount for all government invoices paid in net 10 days or less. The normal pay terms on these contracts is net 30. The foregone revenues as a result of the discounted payments equate to less than 0.1% of total revenue reported during the same period. Due to the increased revenues and collections, combined with reductions in inventory, the Predecessor was able to decrease the outstanding accounts payable and accrued expense balances by 30% or \$1.1 million during 2008 ..

*Net Cash Used in Investing Activities.* Net cash used in investing activities totaled \$0.1 million during the 12 months ended September 28, 2008, as compared to net cash used in investing activities of \$0.06 million during the 12 months ended September 30, 2007 and consisted of equipment purchases. The Company's business is labor intensive and the Predecessor purchased equipment as it became necessary.

*Net Cash Provided By Financing Activities.* Net cash provided by financing activities totaled \$0.4 million during the 12 months ended September 28, 2008, as compared to net cash provided by financing activities of \$2.0 million during the 12 months ended September 30, 2007. The Predecessor raised funds for working capital needs through short-term loans.

### **Critical Policies and Accounting Pronouncements**

*Stock-Based Compensation:* In December 2004, the Financial Accounting Standards Board issued SFAS No. 123R, *Share-Based Payment*. SFAS No. 123R establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. SFAS No. 123R focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. SFAS No. 123R requires that the compensation cost relating to share-based payment transactions be recognized in the financial statements. That cost will be measured based on the fair value of the equity or liability instruments issued.

The Company's accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of EITF 96-18, "Accounting for Equity Instruments That are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services" and EITF 00-18, "Accounting Recognition for Certain Transactions Involving Equity Instruments Granted to Other Than Employees." The measurement date for the fair value of the equity instruments issued is determined at the earlier of (i) the date at which a commitment for performance by the consultant or vendor is reached or (ii) the date at which the consultant or vendor's performance is complete. In the case of equity instruments issued to consultants, the fair value of the equity instrument is recognized over the term of the consulting agreement. Stock-based compensation related to non-employees is accounted for based on the fair value of the related stock or options or the fair value of the services, whichever is more readily determinable in accordance with SFAS 123R.

*Revenue Recognition.* The Company recognizes revenue based on the modified percentage of completion method utilizing the units-of-delivery method, in accordance with SOP 81-1:

- *The units-of-delivery method* recognizes as revenue the contract price of units of a basic production product delivered during a period and as the cost of earned revenue the costs allocable to the delivered units; costs allocable to undelivered units are reported in the balance sheet as inventory or work in progress. The method is used in circumstances in which an entity produces units of a basic product under production-type contracts in a continuous or sequential production process to buyers' specifications.

Our contracts are fixed price production type contracts whereas a defined order quantity is delivered to the customer in a continuous or sequential production process in accordance with buyer specifications (build to print). Our deliveries against these contracts generally occur in monthly increments across fixed delivery periods typically spanning from 3 to 36 months.

*Estimated Costs at Completion and Accrued Loss on Contracts:* Optex Texas reviews and reports on the performance of its contracts and production orders against the respective resource plans for such contracts/orders. These reviews are summarized in the form of estimates at completion ("EAC"s) which include Optex Texas's incurred costs to date against the contract/order plus management's current estimates of remaining amounts for direct labor, material, other direct costs and subcontract support and indirect overhead costs based on the completion status and future contractual requirements for each order. If an EAC indicates a potential overrun (loss) against a fixed price contract/order, management generally seeks to reduce costs and /or revise the program plan in a manner consistent with customer objectives in order to eliminate or minimize any overrun and to secure necessary customer agreement to proposed revisions.

If an EAC indicates a potential overrun against budgeted resources for a fixed price contract/order, management first attempts to implement lower cost solutions to still profitably meet the requirements of the fixed price contract. If such solutions do not appear practicable, management makes a determination whether to seek renegotiation of contract or order requirements from the customer. If neither cost reduction nor renegotiation appears probable, an accrual for the contract loss/overrun is recorded against earnings and the loss is recognized in the first period the loss is identified based on the most recent EAC of the particular contract or product order.

*Government Contracts:* Virtually all of our contracts are prime or subcontracted directly with the Federal government and as such, are subject to Federal Acquisition Regulation (FAR) Subpart 49.5, "Contract Termination Clauses" and more specifically FAR clauses 52.249-2 "Termination for Convenience of the Government (Fixed-Price)", and 49.504 "Termination of fixed-price contracts for default". The ramifications of these termination clauses are discussed above in "Results of Operations".

#### *Recent Accounting Pronouncements.*

In June 2006, The FASB issued Interpretation No. 48 "*Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109*". This Interpretation clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB No. 109, "*Accounting for Income Taxes*". FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. The adoption of FIN 48 did not have a material impact on the Company's consolidated financial position, results of operations, or cash flows.

In September 2006, the FASB issued FASB No. 157, "*Fair Value Measurements*" which establishes a framework for measuring fair value, and expands disclosures about fair value measurements. While FASB No. 157 does not apply to transactions involving share-based payment covered by FASB No. 123, it establishes a theoretical framework for analyzing fair value measurements that is absent from FASB No. 123. We have relied on the theoretical framework established by FASB No. 157 in connection with certain valuation measurements that were made in the preparation of these financial statements. FASB No. 157 is effective for years beginning after November 15, 2007. Subsequent to the Standard's issuance, the FASB issued an exposure draft that provides a one year deferral for implementation of the Standard for non-financial assets and liabilities. The Company is currently evaluating the impact FASB No. 157 will have on its financial statements.

In February 2007, Statement of Financial Accounting Standards No. 159, "*The Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No. 115,*" was issued. This standard allows a company to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and financial liabilities on a contract-by-contract basis, with changes in fair value recognized in earnings. The provisions of this standard are effective as of the beginning of our fiscal year 2008, with early adoption permitted. The Company is currently evaluating what effect the adoption of FASB 159 will have on its financial statements.

In March 2007, the Financial Accounting Standards Board ratified "EITF" Issue No. 06-10, "Accounting for Collateral Assignment Split-Dollar Life Insurance Agreements". EITF 06-10 provides guidance for determining a liability for the postretirement benefit obligation as well as recognition and measurement of the associated asset on the basis of the terms of the collateral assignment agreement. EITF 06-10 is effective for fiscal years beginning after December 15, 2007. The Company is currently evaluating the impact of EITF 06-10 on its financial statements, but does not expect it to have a material effect.

In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations* and SFAS No. 160, *Accounting and Reporting of Noncontrolling Interest in Consolidated Financial Statements, an amendment of ARB No. 51*. These new standards will significantly change the accounting for and reporting of business combinations and non-controlling (minority) interests in consolidated financial statements. Statement Nos. 141(R) and 160 are required to be adopted simultaneously and are effective for the first annual reporting period beginning on or after December 15, 2008. Earlier adoption is prohibited. The Company is currently evaluating the impact of adopting SFAS Nos. 141(R) and SFAS 160 on its financial statements.

In December 2007, the SEC issued Staff Accounting Bulletin No. 110. SAB 110 permits companies to continue to use the simplified method, under certain circumstances, in estimating the expected term of “plain vanilla” options beyond December 31, 2007. SAB 110 updates guidance provided in SAB 107 that previously stated that the Staff would not expect a company to use the simplified method for share option grants after December 31, 2007.

In March 2008, FASB issued Statement of Financial Accounting Standard (“SFAS”) No. 161, *Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133*”. SFAS 161 requires enhanced disclosures about an entity’s derivative and hedging activities. SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2009. The Company is currently evaluating the impact of SFAS 161 on its financial statements but does not expect it to have a material effect.

In May 2008, FASB issued SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles*”. SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles (GAAP) in the United States. SFAS 162 is effective 60 days following the SEC’s approval of the Public Company Accounting Oversight Board amendments to AU Section 411, *The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles*. The Company is currently evaluating the impact of SFAS 162 on its consolidated financial statements but does not expect it to have a material effect.

In May 2008, FASB issued SFAS No. 163, *Accounting for Financial Guarantee Insurance Contracts—an interpretation of FASB Statement No. 60*”. SFAS 163 interprets Statement 60 and amends existing accounting pronouncements to clarify their application to the financial guarantee insurance contracts included within the scope of that Statement. SFAS 163 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2011. The Company is currently evaluating the impact of SFAS 163 on its financial statements but does not expect it to have a material effect.

In June 2008, FASB issued FASB Staff Position EITF 03-6-1, *Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities*”. FSP EITF 03-6-1 clarifies that share-based payment awards that entitle their holders to receive nonforfeitable dividends or dividend equivalents before vesting should be considered participating securities. As participating securities, we will be required to include these instruments in the calculation of our basic earnings per share (“EPS”), and we will need to calculate basic EPS using the “two-class method.” Restricted stock is currently included in our dilutive EPS calculation using the treasury stock method. The two-class method of computing EPS is an earnings allocation formula that determines EPS for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. FSP EITF 03-6-1 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ending October 3, 2010. The Company does not expect adoption of FSP EITF 03-6-1 to have a material effect on the Company’s financial statements.



In May 2009, "FASB issued SFAS No. 165, "Subsequent Events". SFAS 165 establishes principles and requirements for the reporting of events or transactions that occur after the balance sheet date, but before financial statements are issued or are available to be issued. SFAS 165 is effective for financial statements issued for fiscal years and interim periods ending after June 15, 2009. As such, the Company adopted these provisions at the beginning of the interim period ended June 28, 2009. Adoption of SFAS 165 did not have a material effect on the Company's financial statements.

In June 2009, FASB issued SFAS No. 168, "The FASB Accounting Standards Codification<sup>TM</sup> and the Hierarchy of Generally Accepted Accounting Principles - a replacement of FASB Statement No. 162". SFAS 168 replaces Statement 162 and to establish the FASB Accounting Standards Codification<sup>TM</sup> (Codification) as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP. SFAS 168 is effective for financial statements issued for fiscal years and interim periods ending after September 15, 2009. As such, the Company is required to adopt these provisions at the beginning of the period ending September 27, 2009. The Company does not expect adoption of SFAS 168 to have a material effect its financial statements.

### **Cautionary Factors That May Affect Future Results**

This Registration Statement on Form S-1 and other written reports and oral statements made from time to time by the Company may contain so-called "forward-looking statements," all of which are subject to risks and uncertainties. You can identify these forward-looking statements by their use of words such as "expects," "plans," "will," "estimates," "forecasts," "projects" and other words of similar meaning. You can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address the Company's growth strategy, financial results and product and development programs. You must carefully consider any such statement and should understand that many factors could cause actual results to differ from the Company's forward-looking statements. These factors include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward-looking statement can be guaranteed and actual future results may vary materially.

The Company does not assume the obligation to update any forward-looking statement. You should carefully evaluate such statements in light of factors described in the Company's filings with the SEC, especially on Forms 10-K, 10-Q and 8-K. In various filings the Company has identified important factors that could cause actual results to differ from expected or historic results. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider any such list to be a complete list of all potential risks or uncertainties.

## **BUSINESS**

### **Background**

#### *Sustut Exploration, Inc.*

Sustut was a Delaware corporation formed on April 11, 2006 to search for available properties in north central British Columbia. In May 2006, Sustut entered into an agreement which was negotiated at arms length with Richard Simpson to acquire a 100% interest in the WILLOW claim. The claim is located in the Omineca Mining Division, NTS map sheet 94D/10E. The property is 4.5 km east of the Sustut River in British Columbia. The property could have been acquired from Simpson by paying a total of \$75,000 in two option payments with the last option payment being due on May 15, 2008, however, Sustut did not make the required payments and did not acquire title to those property rights.

The Sustut board of directors in consultation with its consulting geologist assessed whether to proceed with further exploration and determined that it was in the Company's best interest to let the WILLOW mineral claim expire. It was determined that there was no existence of commercially exploitable mineral deposits in the WILLOW mineral claim. The mineral claim which was to be Sustut's primary business expired on May 15, 2008 leaving Sustut with no operating business of which to dispose.

## *Reorganization*

On March 30, 2009, a Reorganization occurred whereby the then existing shareholders of Optex Delaware exchanged their shares of Optex Delaware common Stock with the shares of common stock of the Company as follows: (i) the outstanding 85,000,000 shares of Optex Delaware Common Stock were exchanged for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Delaware Series A Preferred Stock were exchanged for 1,027 shares of Company Series A Preferred Stock and (iii) the 8,131,667 shares of Optex Delaware common stock purchased in the private placement were exchanged for 8,131,667 shares of Company common stock. Optex Delaware has remained a wholly-owned subsidiary of Company, and the Optex Delaware shareholders are now shareholders of the Company. As a result of the Reorganization, Sileas beneficially owns approximately 72.54% of the issued and outstanding common stock of the Company and Arland owns 5.81% of the issued and outstanding common stock of the Company. Furthermore, at the time of the Reorganization, Andrey Oks resigned as the sole officer and director of the the Company. Additionally, Stanley Hirschman, Ronald Richards and Merrick Okamoto were appointed its Directors, and Stanley Hirschman, Danny Schoening and Karen Hawkins were appointed as its President, COO and V.P. of Finance/Controller, respectively.

Simultaneously with the closing under the Reorganization Agreement, the Company accepted subscriptions from accredited investors for a total 27.1 units (the "Units"), for \$45,000 per Unit, with each Unit consisting of 300,000 shares of common stock of the Company and warrants to purchase 300,000 shares of common Stock for \$0.45 per share for a period of five years from the initial closing, which were issued by the Company after the closing referenced above. Gross proceeds to the Company were \$1,219,750, and after deducting (i) a cash finder's fee of \$139,555, (ii) non-cash consideration of indebtedness owed to an investor of \$146,250, and (iii) stock issuance costs of \$59,416, the net proceeds were \$874,529. The finder also received five year warrants to purchase 2.39 Units, at an exercise price of \$49,500 per unit.

## ***Contracts***

Each contract with the Company's customers has specific quantities of material that need to be purchased, assembled, and finally shipped. Prior to bidding a contract, the Company contacts potential sources of material and receives qualified quotations for this material. In some cases, the entire volume is given to a single supplier and in other cases, the volume might be split between several suppliers. If a contract has a single source supplier and that supplier fails to meet their obligations (e.g., quality, delivery), then the Company would attempt to find an alternate supplier and bring this information back to the final customer. Contractual deliverables would then be re-negotiated (e.g., specifications, delivery, price.). Currently, approximately 28% of our total material requirements are single sourced across 21 suppliers representing approximately 20% of our active supplier base. Single sourced component requirements span across all of our major product lines. Of these single sourced components, we have material contracts (purchase orders) with firm pricing and delivery schedules in place with each of the suppliers to supply parts in satisfaction of our current contractual needs.

The Company is responsible for full compliance with FAR. Upon award, the contract may identify certain regulations that the Company needs to meet. For example, one contract may be for a fixed quantity to be delivered all on a certain date. Other contracts may be over a multi-year period and for a range of quantities. The FAR will identify the specific regulations that the Company must follow based on the type of contract awarded. A complete list of these regulations can be found at: <http://www.armet.gov/far/>.

The material terms of our four largest contracts are as follows:

Customer	Customer PO/Contract	Contract Type	Contract Quantities		Total Award Value*	Progress Billable Y/N (1)	Order Period Expiration	Delivery Period
			Min Qty	Max Qty				
General Dynamics Land Systems	PCL860000 thru PCL860005 (Multiple Prime Contracts)	1 year blanket order with Fixed Qty Contract releases which include ability to increase or decrease Qty on each release up to 20% from PO release quantity.	N/A	N/A	\$ 14,813,100	Yes	Expired	Dec 2007 - Jan 2011
TACOM - ROCK ISLAND	W52H09-05- D-0260	5 Year Firm Fixed Price IDIQ	138	2,100	\$ 7,244,396	Yes	30-Jun- 2010	Oct 2007-Jan 2011
TACOM - ROCK ISLAND	W52H09-05- D-0248	5 Year Firm Fixed Price IDIQ	138	1,250	\$ 5,006,119	Yes	30-Jun- 2010	Apr 2007- Jul 2010
TACOM - ROCK ISLAND	W52H09-09- D-0128	3 Yr IDIQ - Evaluated Pricing. Restricted Procurement between Optex Systems & Miller Holzwarth	250 each supplier	250 each supplier	\$ 118,250 (2)	Yes	40908	Initial award deliverable Aug - Sept 2009. Additional awards not to exceed aggregate 2000 units per month total units.

(1) Payment terms on shipments are all Net 30 days.

(2) Only first delivery order awarded. Maximum order value potential of up to \$22 million with expected award value of \$7.5 million.

### **Organizational History**

On October 14, 2008, in a transaction that was consummated via public auction, Optex Delaware (Successor) purchased all of the assets of Optex Texas (Predecessor) in exchange for \$15 million of IRSN debt and the assumption of approximately \$3.8 million of certain liabilities of Optex Texas. Optex Delaware was formed by the Longview Fund, LP and Alpha Capital Antstalt, former secured creditors of IRSN, to consummate the transaction with the Company, and subsequently, on February 20, 2009, Longview Fund conveyed its ownership interest in the Company to Sileas, an entity owned by three of the Company's officers (one of whom is also one of the Company's three directors). On March 30, 2009, a Reorganization occurred whereby Optex Delaware became a wholly-owned subsidiary of the Company.

### **Products**

The Company's products are installed on a majority of types of U.S. military land vehicles, such as the Abrams and Bradley fighting vehicles, light armored and advanced security vehicles and have been selected for installation on the Future Combat Systems (FCS) Stryker vehicle. The Company also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. The Company delivers its products both directly to the military services and to prime contractors.

The Company delivers high volume products, under multi-year contracts, to large defense contractors and government customers. The Company has a reputation for quality and credibility with its customers as a strategic supplier. The successful completion of the separation from IRSN has enhanced the Company's ability to serve its existing customers and will set the stage for it to become a center of manufacturing excellence. The Company also anticipates the opportunity to integrate some of its night vision and optical sights products into commercial applications.

Specific product lines include:

- Electronic sighting systems
- Mechanical sighting systems
- Laser protected glass periscopes
- Laser protected plastic periscopes
- Non-laser protected plastic periscopes
- Howitzer sighting systems
- Ship binoculars
- Replacement optics (e.g. filters, mirrors)

## **Location and Facility**

The Company is located in Richardson, TX in a 49,000 square foot facility and currently has 107 full time employees. The Company operates with a single shift, and capacity could be expanded by adding a second shift. The Company's proprietary processes and methodologies provide barriers to entry by other competing suppliers. In many cases, the Company is the sole source provider or one of only two providers of a product. It has capabilities which include machining, bonding, painting, tracking, engraving and assembly and can perform both optical and environmental testing in-house. We lease our facility, and the lease currently expires on February 28, 2010. We are presently in negotiations with the landlord regarding a lease extension, and the Company is also exploring the possibility of moving to another location. Office space, such as that leased by the Company, is readily available in the Company's general geographic area.

## **Prior Operational/Financial Challenges; Recovery; and Future Growth Potential**

While Optex Texas (Predecessor) was a wholly-owned subsidiary of IRSN, IRSN faced certain business challenges and utilized the cash flow from Optex Texas to meet its own funding needs. This left Optex Texas with limited working capital to satisfy its own operating needs.

As of the year ended September 28, 2008 Optex Texas (Predecessor) reported \$4.3 million of liabilities attributable to expenses incurred or shared with IRSN and pushed down to Optex Texas (Predecessor) through an intercompany payable account "Due to Parent". These costs were for expenses incurred by IRSN on behalf of Optex Texas, including legal, audit, and consulting fees; insurance costs; and significant amounts of IRSN corporate overhead allocated to Optex Texas. The outstanding "Due to Parent" balance was not acquired by the company as part of the October 14, 2008 transaction. Therefore, this balance will have no impact on future operating results or liquidity. We anticipate incurring similar expenses for fiscal year 2009 as follows:

Accounting & Auditing Fees	\$250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
<b>Total</b>	<b><u>\$440,000</u></b>

Since the buyout, the business outlook for the Company has changed dramatically. Management has strengthened the Company's balance sheet and has increased operational efficiencies and productivity, as demonstrated by the significant \$1.45 million reduction in operating loss to \$(15,193) versus \$(1,468,192) for the total for the periods September 29, 2008 through October 14, 2008 (Predecessor) and October 15, 2008 through June 28, 2009 (Successor) and the nine months ended June 28, 2008 (Predecessor), respectively. Management expects to achieve additional improvement in operations over time.

Virtually all of our contracts are prime or subcontracted directly with the Federal government and are subject to FAR Subpart 49.5, "Contract Termination Clauses" and more specifically FAR clauses 52.249-2 "Termination for Convenience of the Government (Fixed-Price)", and 49.504 "Termination of fixed-price contracts for default". These clauses are standard clauses on our prime military contracts and are generally "flowed down" to us as subcontractors on other military business. It has been our experience that the termination for convenience is rarely invoked, except where it has been mutually beneficial for both parties. We are currently not aware of any pending terminations for convenience or default on our existing contracts.

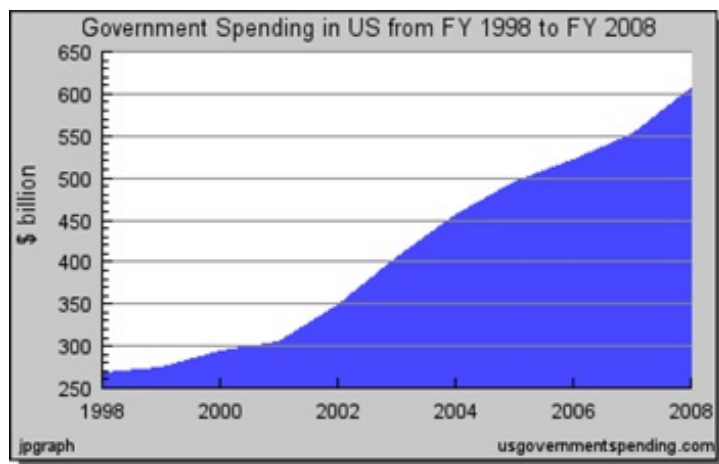
In the event a termination for convenience were to occur, these FAR clause 52.249-2 provides for full recovery of all contractual costs and profits reasonably occurred up to and as a result of the terminated contract. In the event a termination for default were to occur, we could be liable for any excess cost incurred by the government to acquire replacement supplies from another supplier. We would not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the company as defined by FAR clause 52.249-8. In addition, the U.S. government may require us to transfer title and deliver to it any completed supplies, partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that we specifically produced or acquired for the terminated portion of this contract. The U.S. government is required to pay contract price for completed supplies delivered and accepted, and the parties are required to negotiate an agreed upon amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree on an amount for manufacturing materials is subject to the FAR Disputes clause 52.233-1.

In some cases, we may receive orders subject to subsequent price negotiation on contracts exceeding the \$650,000 federal government simplified acquisition threshold. These “undefinitized” contracts are considered firm contracts, but as Cost Accounting Standards Board covered contracts, they are subject to the Truth in Negotiations Act disclosure requirements and downward-only price negotiation. As of September 28, 2008 and September 30, 2007 approximately \$4.0 million and \$10.0 million of booked orders fell under this criteria, respectively. Our experience has been that the historically negotiated price differentials have been immaterial and we do not anticipate any significant downward adjustments on these booked orders.

We are currently bidding on several substantial government contracts to expand sales and production beyond the current production and backlog. We are also exploring possibilities to adapt some of our products for commercial use in those markets that demonstrate potential for solid revenue growth.

### **Market Opportunity – U.S. Military**

Our products are currently marketed to the military and related government markets. Since 1998, annual U.S. military spending has increased over 225% to over \$600 billion. The trend of significant growth in government spending on the military and defense is very positive for the Company and others in the defense industry sector. The data suggests that the market continues to be robust and the Company believes the markets for new and replacement parts, such as those manufactured by the Company, are significant.



Source: [www.usgovernmentsspending.com](http://www.usgovernmentsspending.com)

The following factors are important to the U.S. military:

- Reliability – failure can cost lives

- Cost effectiveness
- Ability to deliver on schedule
- Armed forces need to be able to see to perform
- Mission critical products.

The Company focuses on delivering products that satisfy these factors and believes it is well positioned to continue to service U.S. military needs.

### **Market Opportunity – Commercial**

The Company's products are currently sold exclusively to military and related government markets. We believe there may be opportunities to commercialize various products we presently manufacture for other markets. Our initial focus will be directed in three product areas.

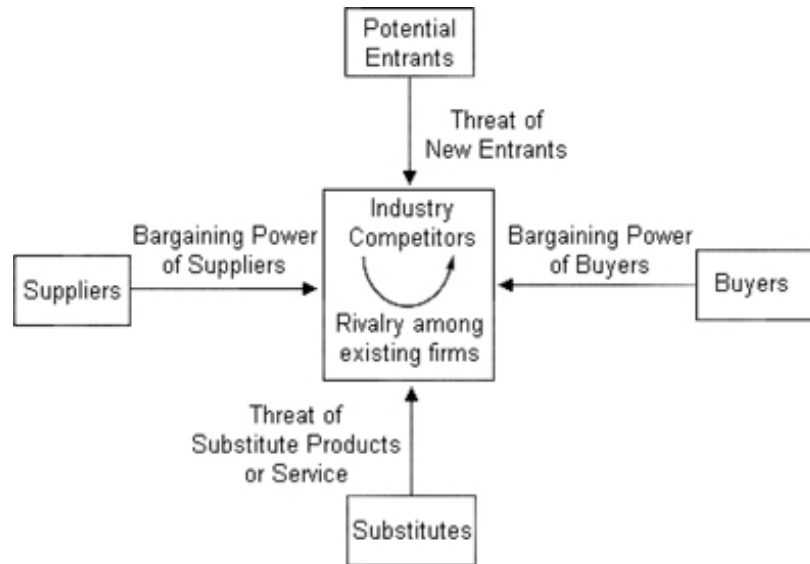
- Big Eye Binoculars – While the military application we produce is based on mature military designs, the Company owns all castings, tooling and glass technology. These large fixed mount binoculars could be sold to Cruise Ships, Personal Yachts and Cities/Municipalities.
- Night Vision Goggles – the Company presently manufactures the Optical System for the NL-61 Night Vision Goggles for the Ministry of Defense of Israel. This technology is based on the IR Squared design and could be implemented for commercial applications.
- Infrared Imaging Equipment – The Company manufactures and assembles Infrared Imaging Equipment for Textron and components for Raytheon's Thermal Imaging M36 Mount product. This equipment and technology has potential to be assembled for border patrol, police and security agencies.

### **Customer Base**

The Company serves customers in three primary categories: as prime contractor (TACOM, U.S. Army, Navy and Marine Corps), as subcontractor (General Dynamics, BAE, Raytheon and Northrop) and also as a supplier to foreign governments (Israel, Australia and NAMS). For reference, TACOM is Tank-automotive and Armaments Command, and NAMS is the NATO Maintenance and Supply Agency, which is the main logistics agency of NATO. Although we do serve all three of these categories, at present, approximately 90% of the gross revenue from our business is derived from two customers, GDLS and TACOM, with which we have approximately 50 discrete contracts which cover supply of vehicles, product lines and spare parts. Given the size of GDLS and TACOM as well as the fact that the contracts are not interdependent, we are of the opinion that this provides us with a well diversified customer pool. This broad base enables the Company to mitigate its risk in this economic environment by not relying on a sole or few sources of revenue as well as providing a broad base from which to build its future business.

### **Marketing Plan**

The Company has used two models to help develop its Marketing Plan. First, Michael Porter's Five Force Model.



**Potential Entrants – Low.** In order to enter this market companies have a large barrier to entry. The first hurdle is that an entrant would need to prove the existence of a government approved accounting systems for larger contracts. Second, the entrant would need to develop the processes required to produce the product. Third, the entrant would then need to produce product and then submit successful test requirements (many of which need government consultation to complete). Finally, in many cases the customer has an immediate need and therefore cannot wait for this qualification cycle and therefore must issue the contracts to existing suppliers.

**Buyers – Medium.** In most cases the buyers have two fairly strong suppliers. It is in their best interest to keep at least two, and therefore in some cases the contracts are split between suppliers. In the case of larger contracts approximately, the customer can potentially request an open book policy on costs and expect a reasonable margin has been applied.

**Substitutes – Low.** The Company has both new vehicle contracts and replacement part contracts for the exact same product. The US Government has declared that the Abrams/Bradley base vehicles will be the ground vehicle of choice out through 2040. The Bradley vehicle has been in service for 28 years, the Abrams for 27 years. Therefore it appears that the systems are capable of a life of approximately 30 years. In February 2008, the Army signed a 5 year multi-year contract for the delivery of improved Abrams and Bradleys. The contract is for up to 435 tanks and 540 Bradley vehicles. These are the only production tanks currently being procured by the government. This in conjunction with the 30 year life span supports their continued use through 2040. There are no replacement systems being proposed or funded at this time. Specifically on the Abrams, it is the principal main battle tank of the United States Army and Marine Corps, and the armies of Egypt, Kuwait, Saudi Arabia, and since 2007, Australia. The new contract terms allow efficiencies within the supply chain and a very long return on investment on new vehicle proposals.

**Suppliers – Low to Medium.** The suppliers of standard processes (casting, machining, plating, etc.) have very little power. Given the current state of the economy, they need to be very competitive to gain and /or maintain contracts. Those suppliers of products which use Top Secret Clearance processes are slightly better off; however, there continues to be multiple avenues of supply and therefore moderate power.

**Industry Competitors – Low.** The current suppliers have been partitioned according to their processes and the products. We and Miller-Holzwarth tend to compete for the plastic periscope products whereas we and Seiler have competed on the higher level products. In the last 12-18 months, we have begun to challenge Seiler in areas where they have long held the dominant role. For example, while the existing Howitzer contracts are at low margins, the new bids will be at a much higher margin now that we have proven we can produce the product.



The second model is a two by two matrix for Products and Customers.

New Products	<u>Tacom</u> – M187, M137, Aiming Circle, M119 Alignment Device	<u>Nightvision</u> – Thermal Sights. <u>ITT</u> – Night Vision Products <u>L3</u> – Night Vision Products
Existing Products	<u>Tacom</u> – Periscopes, Collimators, Back Up Sights. <u>GDLS</u> – Periscopes, Collimators, ICWS	<u>BAE</u> – Periscopes, Collimators, Back Up Sights. <u>Textron</u> – Periscopes, Collimators, ICWS
	Existing Customers	New Customers

This model outlines three basic approaches for us:

- 1) Take existing products into the applications of new customers.
- 2) Take new products into our existing customers.
- 3) Expand the portfolio by developing new products for new customers.

### Operations Plan

Our Operations Plan can be broken down into three distinct areas, Material Management, Manufacturing Space Planning and Efficient Scales of Economy.

#### Materials Management –

The largest portion of our costs are materials. We have completed the following activities in order to demonstrate continuous improvement:

- Successful Completion of ISO9001:2000 Certification
- Weekly Cycle Counts on Inventory Items
- Weekly Material Review Board Meeting on non-moving piece parts
- Kanban kitting on products with consistent ship weekly ship quantities
- Daily review of Yields and Product Velocity
- Bill of Material Reviews prior to Work Order Release

Future continuous improvement opportunities include installation and training of Shop Floor Control module within the ERP system and organizational efficiencies of common procurement techniques among buyers.

### **Manufacturing Space Planning –**

We currently lease approximately 50,000 square feet of manufacturing space. Given the ample building opportunities along with competitive lease rates, the objective is to maintain building and building related costs consistent on a percent to sales with prior historical ratios.

### **Efficient Scales of Economy –**

Consistent with the space planning, we will drive economies of scale to reduce support costs on a percentage of sales perspective. These cost reductions can then be either brought directly to the bottom line or used for business investment.

This process is driven by the use of six sigma techniques and process standardization. Initial activities in this area have been the success of 5S projects in several production areas which has lead to improved output and customer approval on the aesthetics of the work environment. In addition to the 5S projects, we have used the DMAIC (Define, Measure, Analyze, Improve, Control) Problem Solving technique to identify bottlenecks within the process flow and improve product yields. These successful techniques can then be duplicated across the production floor and drive operational improvements.

### **Intellectual Property**

We utilize several highly specialized and unique processes in the manufacture of our products. While we believe that these trade secrets have value, it is probable that our future success will depend primarily on the innovation, technical expertise, manufacturing and marketing abilities of our personnel. We cannot assure you that we will be able to maintain the confidentiality of our trade secrets or that our non-disclosure agreements will provide meaningful protection of our trade secrets, know-how or other proprietary information in the event of any unauthorized use, misappropriation or other disclosure. The confidentiality agreements that are designed to protect our trade secrets could be breached, and we might not have adequate remedies for the breach. Additionally, our trade secrets and proprietary know-how might otherwise become known or be independently discovered by others. We do not possess any patents.

Our competitors, many of which have substantially greater resources, may have applied for or obtained, or may in the future apply for and obtain, patents that will prevent, limit or interfere with our ability to make and sell some of our products. Although we believe that our products do not infringe on the patents or other proprietary rights of third parties, we cannot assure you that third parties will not assert infringement claims against us or that such claims will not be successful.

### **Competition**

The markets for our products are competitive. We compete primarily on the basis of our ability to design and engineer products to meet performance specifications set by our customers. Our customers include the military and government end users as well as prime contractors that purchase component parts or subassemblies, which they incorporate into their end products. Product pricing, quality, customer support, experience, reputation and financial stability are also important competitive factors.

There are a limited number of competitors in each of the markets for the various types of products that we design, manufacture and sell. At this time we consider our primary competitors to be Seiler Instruments, Miller-Holzwarth, Kent Periscopes, and EO System Co.

Our competitors are often well entrenched, particularly in the defense markets. Some of these competitors have substantially greater resources than we do. While we believe that the quality of our technologies and product offerings provides us with a competitive advantage over certain manufacturers, some of our competitors have significantly more financial and other resources than we do to spend on the research and development of their technologies and for funding the construction and operation of commercial scale plants.

We expect our competitors to continue to improve the design and performance of their products. We cannot assure investors that our competitors will not develop enhancements to, or future generations of, competitive products that will offer superior price or performance features, or that new technology or processes will not emerge that render our products less competitive or obsolete. Increased competitive pressure could lead to lower prices for our products, thereby adversely affecting our business, financial condition and results of operations. Also, competitive pressures may force us to implement new technologies at a substantial cost, and we may not be able to successfully develop or expend the financial resources necessary to acquire new technology. We cannot assure you that we will be able to compete successfully in the future.

### **External Growth Potential/Roll-Up Opportunities**

We operate in a business environment which is highly fragmented with numerous private companies, many of which were established more than 20 years ago. Some of these companies were founded by family members 2-3 generations before the present family operators. We believe there are opportunities to pursue mergers of strategic competitors since we are a public entity. We are not aware of any previous attempts to consolidate companies with our defense manufacturing expertise.

The typical company we compete with has 50-100 employees and annual revenue of \$20-\$50 million dollars. Most of these private companies have never had the opportunity to enjoy the benefits of consolidation and the resulting economies of scale which being a public company can provide.

We plan to engage our competition on a selective basis, and explore all opportunities to grow our operations through mergers and/or acquisitions. We have no acquisition agreements pending at this time and are not currently in discussions or negotiations with any third parties.

### **Employees**

The Company has 107 full time equivalent employees. The Company uses a small temporary work force to handle peak loads. The full time employee count is 101 and the temporary employee head count is 6. To the best of its knowledge, the Company is compliant with local prevailing wage, contractor licensing and insurance regulations, and has good relations with its employees.

### **Changes in Registrant's Certifying Accountant**

On March 30, 2009, the Company notified Gately & Associates, LLC, the independent accountant engaged as the principal accountant to audit the financial statements of the Company, that it was dismissed as the Company's independent registered accountant, effective immediately.

On March 30, 2009, the Company engaged Rotenberg & Co, LLP, as its independent registered accounting firm. The decision to change accountants was recommended and approved by Company's Board of Directors.

The audit report of Gately & Associates, LLC on the Company's financial statements for the fiscal years ending December 31, 2007 and 2008; the most recent two periods for which said auditor has issued audit reports, did not contain any adverse opinion or disclaimer of opinion, nor were they qualified or modified as to uncertainty, audit scope or accounting principles. The auditor was not required or engaged to audit the Company's internal control over financial reporting.

During the past two fiscal years and during the subsequent interim period preceding the date of dismissal, there were no disagreements with the auditor on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of the former accountants, would have caused it to make reference to the subject matter of the disagreements in connection with its report, and there were no reportable events as described in Item 304(a)(1)(iv) of Regulation S-B.

The Company has provided a copy of this disclosure to Gately & Associates, LLC and has requested that it furnish the Company with a letter addressed to the Securities and Exchange Commission stating whether it agrees with the statements made by the Company, and, if not, stating the respects in which it does not agree. A copy of the firm's letter to the Commission is filed as Exhibit 16 to the Form 8-K we filed with the Commission on April 3, 2009.

During the two most recent fiscal years prior to their engagement, or any subsequent interim period prior to engaging Rotenberg & Co. LLP, neither the Company nor anyone acting on the Company's behalf consulted with Rotenberg & Co. LLP regarding (i) the application of accounting principles to a specific completed or contemplated transaction, or (ii) the type of audit opinion that might be rendered on the Company's financial statements where either written or oral advice was provided that was an important factor considered by the Company in reaching a decision as to the accounting, auditing, or financial reporting issue, or (iii) any matter that was the subject of a disagreement with the Company's former accountant on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of the former accountant, would have caused it to make reference to the subject matter of the disagreements in connection with its audit report.

### **Forward-Looking Statements**

This Registration Statement on Form S-1 contains forward-looking statements. To the extent that any statements made in this Registration Statement on Form S-1 contain information that is not historical, these statements are essentially forward-looking. Forward-looking statements can be identified by the use of words such as "expects," "plans," "will," "may," "anticipates," "believes," "should," "intends," "estimates," and other words of similar meaning. These statements are subject to risks and uncertainties that cannot be predicted or quantified and, consequently, actual results may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties are outlined in "Risk Factors" and include, without limitation, the Company's ability to raise additional capital to finance the Company's activities; the effectiveness, profitability, and the marketability of its products; legal and regulatory risks associated with the Reorganization; the future trading of the common stock of the Company; the ability of the Company to operate as a public company; the period of time for which the proceeds of the Private Placement will enable the Company to fund its operations; the Company's ability to protect its proprietary information; general economic and business conditions; the volatility of the Company's operating results and financial condition; the Company's ability to attract or retain qualified senior management personnel and research and development staff.

Information regarding market and industry statistics contained in this Registration Statement is included based on information available to the Company that it believes is accurate. It is generally based on industry and other publications that are not produced for purposes of securities offerings or economic analysis. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. The Company does not undertake any obligation to publicly update any forward-looking statements. As a result, investors should not place undue reliance on these forward-looking statements.

### **LEGAL PROCEEDINGS**

The Company is not a party to any pending material legal proceeding. To the knowledge of management, no federal, state or local governmental agency is presently contemplating any proceeding against the Company. To the knowledge of management, no director, executive officer or affiliate of the Company, or any owner of record or beneficially of more than 5% of the Company's common stock is a party adverse to the Company or has a material interest adverse to the Company in any proceeding.

## MANAGEMENT

Our board of directors directs the management of the business and affairs of our company as provided in our certificate of incorporation, our by-laws and the General Corporation Law of Delaware. Members of our board of directors keep informed about our business through discussions with senior management, by reviewing analyses and reports sent to them, and by participating in board and committee meetings.

### Directors and Executive Officers

The following table sets forth information regarding the members of our board of directors and our executive officers and other significant employees. All of our officers and directors were appointed on March 30, 2009, the closing date of the Reorganization.

The following table sets forth certain information with respect to the directors and executive officers of the Company:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Stanley A. Hirschman	62	President, Secretary, Treasurer & Director
Merrick D. Okamoto	48	Director
Ronald F. Richards	43	Chairman of the Board
Danny Schoening	44	Chief Operating Officer
Karen L. Hawkins	44	Vice President of Finance and Controller

Stanley A. Hirschman. Mr. Hirschman has served the Company as a Director since 2008. Stan Hirschman is President of CPointe Associates, Inc., a Plano, Texas management consulting firm. He is a President of Sileas and a director of South Texas Oil, Datasension and former chairman of Mustang Software, Inc. While at Mustang Software, Mr. Hirschman took a hands-on role in the planning and execution of the strategic initiative to increase stockholder value resulting in the successful acquisition of the company by Quintus Corporation. Prior to establishing CPointe Associates, he was Vice President Operations, Software Etc., Inc., a 396 retail store software chain, from 1989 until 1996. He has also held executive positions with T.J. Maxx, Gap Stores and Banana Republic. Mr. Hirschman is a member of the National Association of Corporate Directors, the KMPG Audit Committee Institute and is a graduate of the Harvard Business School Audit Committees in the New Era of Governance symposium. He is active in community affairs and serves on the Advisory Board of the Salvation Army Adult Rehabilitation Centers.

Merrick D. Okamoto. Mr. Okamoto has served the Company as a Director since October 2008. In 2001, Mr. Okamoto co-founded Viking Asset Management, LLC and is the President and a Managing Member. Viking Asset manages the Longview Fund, LP and Longview Fund International, Ltd. Limited, partners in Viking's family of funds are comprised of institutions, private banks, family offices and high net worth individuals from around the world. Mr. Okamoto has completed financings for hundreds of public and private companies across a broad array of industries and sectors. In 1998, Mr. Okamoto co-founded and was the President of TradePortal.com, Inc. TradePortal.com, Inc. is a software development company and it's wholly owned subsidiary, TradePortal Securities, Inc., a direct access execution brokerage firm. Mr. Okamoto was instrumental in developing the proprietary Trade Matrix™ software platform. In 2000, TradePortal.com, Inc. sold a minority stake to Thomson Reuters (TRI:NYSE), a US \$12 billion revenue company. In 1995, he founded First Stage Capital, Inc. which specializes in investment banking and consulting to public and private companies. From 1983 to 1994, he was employed in the securities industry with Shearson Lehman Brothers, Prudential Securities and Paine Webber. Mr. Okamoto is widely recognized as an advanced trader specializing in short-term trading and has more than 25 years of extensive experience in technical market analysis techniques and has been a frequent speaker at national trading venues. From 1987 to 1990, he created and hosted the television program, The Income Report in Los Angeles. He has also appeared on CNN and The MacNeil-Lehrer Report.

Ronald F. Richards. Mr. Richards has been a director of the Company since October 2008. Since January 2009, Mr. Richards has served the Company as its Chairman of the Board. Mr. Richards is the founder and Managing Director of Gray Wolf Partners, LLC, a strategic and financial advisory firm. From February 2007 to October 2008, he served as a Managing Director of Viking Asset Management, LLC where his responsibilities included: (i) sourcing, conducting due diligence, and structuring potential investment opportunities and (ii) working with portfolio companies to enhance shareholder value. He previously served as Chief Financial Officer and Senior Vice President, Business Development of Biopure Corporation, a publicly traded biotechnology company developing oxygen therapeutics and as a Managing Director, Corporate Finance of Wells Fargo Van Kasper. Mr. Richards has over 20 years of experience working with public and private companies in the areas of investment banking, corporate finance, law and accounting. He has structured and executed numerous public offerings and private placements raising a total of more than \$660 million. He also co-authored *PIPES: A CEO's Guide to Successful Private Placements in Public Equities*. Mr. Richards holds JD, MBA and BA degrees from UCLA. He is a member of the State Bar of California and a retired Certified Public Accountant.

Danny Schoening. Mr. Schoening joined Optex Texas in January 2008 and currently serves the Company as its Chief Operating Officer. He has been instrumental in establishing the systems and infrastructure required to continue Optex System's rapid growth. This activity was rewarded with Optex System's recent ISO9001:2000 Certification. From February 2004 to January 2008, Danny was the Vice President of Operations for The Finisar Corporation AOC Division for 4 years where he led a team of up to 200 employees to produce vertical cavity lasers for the data communications industry at production rates of hundreds of thousands of units per week. Prior to Finisar, Danny was the Director of Operations for multiple divisions of Honeywell International. Serving the Automotive, Medical, Aerospace, and Consumer Commercial Markets. During this 17 year period, Danny was recognized with Honeywell's Lund Award, their highest award for developing employee resources. Danny has a broad experience level in the following technologies: Mechanical Assembly Processes, Micro-Electronic Assembly Processes, Laser Manufacturing, Plastic Molding, Metal Machining, Plating, Thick Film Printing, Surface Mount Technology, Hall Effect Technology and MEMS based Pressure Devices. Danny received a Bachelors of Science in Manufacturing Engineering Technology from the University of Nebraska, an MBA from Southern Methodist University, and holds three United States Patents.

Karen L. Hawkins. Ms. Hawkins serves the Company as its Vice President, Finance and Controller. She began her employment with Optex Texas in April, 2007. Ms. Hawkins is a Certified Public Accountant since 1992 with over 22 years experience in Financial Accounting and Management, primarily focused in the Defense and Transportation Industries. She has a strong background in both Financial & Cost Accounting, with extensive Government Pricing, Financial Analysis, and Internal Auditing experience. Her past history also includes Program Management, Materials Management and Business Development. She brings over 14 years direct experience in Government Contracting with a strong knowledge of Cost Accounting Standards Board (CAS) and Federal Acquisition Regulation (FAR). Her previous employment includes General Dynamics – Ordinance and Tactical Division, Garland (formerly known as Intercontinental Manufacturing) for over 13 years from November, 1994 through March, 2007. During her tenure there she served in the roles of Controller (Accounting & IT), Program Manager over a \$250M 3 year Army Indefinite Delivery/Indefinite Quantity (IDIQ) type contract, as well as Materials Manager with oversight of Purchasing, Production Control & Warehousing functions. Prior to her employment at General Dynamics, Ms. Hawkins served in various finance and accounting positions at Luminator, a Mark IV Industries Co, and Johnson Controls, Battery Division - Garland. Karen received her Bachelors of Business Administration in Accounting from Stephen F. Austin State University in Texas in 1986.

### **Family Relationships**

There are no family relationships among the officers and directors.

## **Our Directors' Terms and Meetings of Our Board of Directors**

Each director who is elected at an annual meeting of shareholders, and each director who is elected in the interim to fill a vacancy or a newly created directorship, shall hold office until the next annual meeting of shareholders and until his successor has been elected and qualified. Sustut's board of directors did not hold any meetings during the fiscal year ended December 31, 2008. Optex's board of directors held 5 meetings during the nine months ended June 28, 2009.

## **Corporate Governance**

Our board of directors believes that sound governance practices and policies provide an important framework to assist them in fulfilling their duty to stockholders. As we grow, our board of directors will work to adopt and implement many "best practices" in the area of corporate governance, including separate committees for the areas of audit and compensation, careful annual review of the independence of our Audit and Compensation Committee members, maintenance of a majority of independent directors, and written expectations of management and directors, among other things.

## **Code of Business Conduct and Ethics**

Our board of directors has adopted a Financial Code of Ethics which has been distributed to all directors, and executive officers, and will be distributed to employees and will be given to new employees at the time of hire. The Financial Code of Ethics contains a number of provisions that apply principally to our CEO, Chief Financial Officer and other key accounting and financial personnel. A copy of our Code of Business Conduct and Ethics can be found under the "Investor Information" section of our website at [www.optexsys.com](http://www.optexsys.com). We intend to disclose any amendments or waivers of our Code on our website at [www.optexsys.com](http://www.optexsys.com).

## **Communications with the Board of Directors**

Stockholders and other parties who are interested in communicating with members of our board of directors, either individually or as a group may do so by writing to Ronald F. Richards, Chairman, 1420 Presidential Drive, Richardson, TX 75081-2439. Mr. Richards will review all correspondence and forward to the appropriate members of the board of directors copies of all correspondence that, in the opinion of Mr. Richards, deals with the functions of the board of directors or its committees or that he otherwise determines requires their attention. Concerns relating to accounting, internal controls or auditing matters should be immediately brought to the attention of our Audit Committee and will be handled in accordance with procedures established by that committee.

## **Director Independence**

Our board of directors has determined that one of our directors, Ronald Richards, would meet the independence requirements of the American Stock Exchange if such standards applied to the Company. Mr. Hirschman, is the majority owner of Sileas, which is our major common shareholder, and Merrick Okamoto is the President and a Managing Member of Viking Asset Management, which is the investment advisor to the Longview Fund.

## **Board Committees**

**Audit Committee** . The Company intends to establish an audit committee of the board of directors, which will consist of to-be-nominated independent directors, which will be selected based upon a search to be conducted at the time it is determined to implement the audit committee. The audit committee's duties would be to recommend to the Company's board of directors the engagement of an independent registered public accounting firm to audit the Company's financial statements and to review the Company's accounting and auditing principles. The audit committee would review the scope, timing and fees for the annual audit and the results of audit examinations performed by the internal auditors and independent registered public accounting firm, including their recommendations to improve the system of accounting and internal controls. The audit committee would at all times be composed exclusively of directors who are, in the opinion of the Company's board of directors, free from any relationship which would interfere with the exercise of independent judgment as a committee member and who possess an understanding of financial statements and generally accepted accounting principles.

Mr. Richards is the board of directors' financial expert to be considered upon the formation of the audit committee.

**Compensation Committee** . The Company intends to establish a compensation committee of the Board of Directors. The compensation committee would review and approve the Company's salary and benefits policies, including compensation of executive officers.

We have no nominating committee and do not plan to establish one. – Given the relatively small size of our board of directors and the desire to involve the entire board of directors in nominating decisions, we have elected not to have a separate nominating committee, and the entire board of directors currently serves that function. With respect to director nominees, our board of directors will consider nominees recommended by stockholders that are submitted in accordance with our By-Laws. The process for receiving and evaluating director nominations from stockholders is described below. We do not have any specific minimum qualifications that our board believes must be met by a board recommended nominee for a position on our board of directors or any specific qualities or skills that our board believes are necessary for one or more of our directors to possess. We also do not have a specific process for identifying and evaluating nominees for director, including nominees recommended by security holders. The board has not paid fees to any third party to identify or evaluate potential board nominees.

### **Board nominations**

Stockholders wishing to bring a nomination for a director candidate before a stockholders meeting must give written notice to our Corporate Secretary, either by personal delivery or by United States mail, postage prepaid. The stockholder's notice must be received by the Corporate Secretary not later than (a) with respect to an Annual Meeting of Stockholders, 90 days prior to the anniversary date of the immediately preceding annual meeting, and (b) with respect to a special meeting of stockholders for the election of directors, the close of business on the tenth day following the date on which notice of the meeting is first given to stockholders. The stockholder's notice must set forth all information relating to each person whom the stockholder proposes to nominate that is required to be disclosed under applicable rules and regulations of the SEC, including the written consent of the person proposed to be nominated to being named in the proxy statement as a nominee and to serving as a director if elected. The stockholder's notice must also set forth as to the stockholder making the nomination (i) the name and address of the stockholder, (ii) the number of shares held by the stockholder, (iii) a representation that the stockholder is a holder of record of stock of the Company, entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the person named in the notice, and (iv) a description of all arrangements or understandings between the stockholder and each nominee.

### **Director Compensation**

The Company has paid its directors the following separate compensation in respect of their services on the board since January 1, 2009 - June 28, 2009: Stanley Hirschman - \$17,500 and Ronald Richards - \$70,000.

### **Directors' and Officers' Liability Insurance**

We currently have directors' and officers' liability insurance insuring our directors and officers against liability for acts or omissions in their capacities as directors or officers, subject to certain exclusions. The insurance also insures us against losses which we may incur in indemnifying our officers and directors. In addition, in the near future, we will enter into indemnification agreements with key officers and directors and such persons shall also have indemnification rights under applicable laws, and our certificate of incorporation and bylaws.



## EXECUTIVE COMPENSATION

### Executive Compensation

#### Summary Compensation Table

The following table sets forth, for the years indicated, all compensation paid, distributed or accrued for services, including salary and bonus amounts, rendered in all capacities by the Company's chief executive officer, chief financial officer and all other executive officers who received or are entitled to receive remuneration in excess of \$100,000 during the stated periods. These officers are referred to herein as the "named executive officers." Except as provided below, none of our executive officers received annual compensation in excess of \$100,000 during the last two fiscal years.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$) (2)	All Other Compensation (\$)	Total (\$)
Danny Schoening	2008(1)*	\$ 122,646	\$ 10,300	\$ 7,500	—	\$ 140,446
Chief Operating Officer	2007	N/A	N/A	N/A	N/A	N/A
Karen Hawkins	2008	132,473	300	-0-	-0-	132,773
VP Finance/Controller	2007(1)*	56,900	300	-0-	-0-	57,200
Stan Hirschman	2008	-	-	-	-	-
CEO of Optex Delaware	2007	NA				
Andrey Oks (3)	2008	-	-	-	-	-
CEO, CFO, Treasurer, Secretary and Director	2007	NA				
Terry Hughes (4)	2008	-	-	-	-	-
CEO	2007	-	-	-	-	-

1. *The compensation depicted is not reflective of a full year's compensation as Danny Schoening did not begin employment until the second quarter of fiscal year 2008 and Karen Hawkins did not begin employment until the third quarter of fiscal year 2007. For Mr. Schoening and Ms. Hawkins, information is for service as an officer of Optex Texas and Optex Delaware.*
2. *Stock awards include issues of 10,000 common shares of Irvine Sensors Common Stock on January 16, 2008 at the then current market share price of \$0.75 per share.*
3. *Mr. Oks was appointed as an officer of Sustut as of September 15, 2008 and resigned as of March 29, 2009. Mr. Oks was given 10,000,000 shares of restricted stock as compensation for services which was forfeited to Sustut on the date of his resignation.*
4. *Mr. Hughes served as an officer of Sustut and resigned on September 12, 2008 and forfeited the 9,902,624 shares of Common Stock in the Company he owned at that time. He received no other compensation during 2007 or 2008.*

#### Option Grants in Last Fiscal Year

There were no options granted to any of the named executive officers during the fiscal years ended September 28, 2008 and September 30, 2007.

## **Employment Agreement**

The Company entered into an employment agreement with Danny Schoening dated December 1, 2008. The term of the agreement commenced as of December 1, 2008 and shall continue through June 1, 2010. Thereafter, the term of the agreement shall be automatically extended for successive and additional 18 month periods, unless the Company shall provide a written notice of termination at least ninety (90) days, or the Schoening shall provide a written notice of termination at least 90 days, prior to the end of the initial term or any extended term, as applicable. During the first eighteen months of the term of the agreement, the Company shall pay to Schoening a base salary (“Base Salary”) at the annual rate of One Hundred Ninety Thousand Dollars (\$190,000). Schoening was paid a one time bonus of \$10,000 at the commencement of the employment agreement in December 2008 and was granted 1,414,649 options to purchase common stock of the Company at an exercise price of \$0.15 per share at the time of the closing of the Reorganization.

On each renewal date of the commencement of employment, the Schoening’s base salary shall be reviewed by the Board and may be increased to such rate as the Board, in its sole discretion, may hereafter from time to time determine. During the term of the agreement, Schoening shall be entitled to receive bonuses of up to 30% of his base salary per year at the discretion of the Company’s Board of Directors pursuant to performance objectives to be determined by the Board of Directors. Any bonuses shall be payable in cash and shall be paid within ninety (90) days of any year anniversary of the date of the agreement. Upon closing of the Reorganization, the Company granted Schoening stock options equal to 1% of the issued and outstanding shares of the Company immediately after giving effect to the Reorganization, with 34% of the options vesting on March 30, 2010, and 33% of the options vesting on each of March 31, 2011 and March 31, 2012.

The employment agreement events of termination thereof: (i) death of Schoening; (ii) termination by the Company for cause (including conviction of a felony, commission of fraudulent acts, willful misconduct by Schoening, continued failure to perform duties after written notice, violation of securities laws and breach of the employment agreement), (iii) termination without cause by the Company and (iv) termination by Schoening for good reason (including breach by the Company of its obligations under the agreement, the requirement for Schoening to move more than 100 miles away for his employment without consent, and merger or consolidation that results in more than 66% of the combined voting power of the then outstanding securities of the Company or its successor changing ownership or a sale of all or substantially all of the Company’s assets, without the surviving entity assuming the obligations under the agreement). For a termination by the Company for cause or upon death of Schoening, the Schoening shall be paid salary and bonus earned through the date of termination. For a termination by the Company without cause or by the Schoening with good reason, the Schoening shall also be paid six months base salary in effect and all granted stock options shall remain exercisable for a period of two years after such termination, with all unvested stock options immediately vesting. The agreement contains a standard non-solicitation and non-compete agreement that extends for one year subsequent to termination thereof, and contains standard clauses for termination and the like.

The Company does not have any other employment agreements with its executive officers and directors.

## **Equity Compensation Plan Information**

The Company currently has an option compensation plan covering the issuance of options for the purchase of up to 6,000,000 shares. The purpose of the Plan is to assist the Company in attracting and retaining highly competent employees and to act as an incentive in motivating selected officers and other employees of the Company and its subsidiaries, and directors and consultants of the Company and its subsidiaries, to achieve long-term corporate objectives. There are 6,000,000 shares of common stock reserved for issuance under this Plan. As of June 28, 2009, the Company had issued 2,681,649 share options under this Plan of which zero shares had vested as of June 28, 2009.

## **Nonqualified deferred compensation**

We had no non-qualified deferred compensation plans during year ended September 28, 2008.

## Post-Termination Compensation

We have not entered into change in control agreements with any of our named executive officers or other members of the executive management team, other than the provision with respect to Mr. Schoening described above. No awards of equity incentives under our 2009 Stock Option Plan provide for immediate vesting upon a change in control. However, our Board of Directors has the full and exclusive power to interpret the plans, including the power to accelerate the vesting of outstanding, unvested awards. A “change in control” is generally defined as (1) the acquisition by any person of 30% or more of the combined voting power of our outstanding securities or (2) the occurrence of a transaction requiring stockholder approval and involving the sale of all or substantially all of our assets or the merger of us with or into another corporation.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

On August 31, 2009, we had 141,994,940 shares of common stock, and 1,027 shares of Series A Preferred Stock issued and outstanding. The following table sets forth certain information with respect to the beneficial ownership of our securities as of August 31, 2009, for (i) each of our directors and executive officers; (ii) all of our directors and executive officers as a group; and (iii) each person who we know beneficially owns more than 5% of our common stock.

Beneficial ownership data in the table has been calculated based on Commission rules that require us to identify all securities that are exercisable for or convertible into shares of our common stock within 60 days of August 31, 2009 and treat the underlying stock as outstanding for the purpose of computing the percentage of ownership of the holder.

Except as indicated by the footnotes following the table, and subject to applicable community property laws, each person identified in the table possesses sole voting and investment power with respect to all capital stock held by that person. The address of each named executive officer and director, unless indicated otherwise by footnote, is c/o the Company’s corporate headquarters.

Except as otherwise set forth below, the address of each of the persons listed below is the Company’s address.

<b>Title of Class</b>	<b>Name of Beneficial Owner</b>	<b>Number of Shares</b>	<b>Preferred Conversion (4)</b>	<b>Combined Ownership</b>	<b>Percentage of Outstanding Shares</b>
<b>Common Stock :</b>					
5% Holders	Arland Holdings, Ltd (1)	11,148,935		11,148,935	5.81%
	Sileas (2,3)	102,184,347	37,040,000	139,224,347	72.54%
<b>Directors and Officers:</b>					
	Merrick Okamoto	-	-	-	-
	Ronald Richards	-	-	-	-
	Stanley Hirschman (2)				58.03%
	Danny Schoening	-	-	-	10.88%
	Karen Hawkins	-	-	-	3.63%
<b>Directors and officers as a group (3 Individuals) (1)</b>					
		-	-	-	72.54%

1 Represents shares held by Arland Holdings, Ltd., which is located at 551 5<sup>th</sup> Avenue, Suite 1601, New York, NY 10176. Arie Rabinowitz has voting control over the shares held by Arland Holdings, Ltd.

2 Represents shares held by Sileas of which Stanley Hirschman a Director/Officer of the Company has a controlling interest (80%); therefore, under Rule 13d-3 of the Exchange Act, Mr. Hirschman is deemed to be the beneficial owner of those shares.

- 3 Sileas' ownership interest in the Company has been pledged to Longview as security for a loan in connection with the acquisition of Longview's interests in Optex Delaware by Sileas. Investment decisions for Longview are made by its investment advisor, Viking Asset Management, LLC. Mr. Peter Benz is the Chairman, Chief Executive Officer and a Managing Member of Viking Asset Management and may be deemed to control its business activities, including the investment activities of Longview. Mr. Merrick Okamoto who is a director of the Company is the President and a Managing Member of Viking Asset Management and may be deemed to control its business activities, including the investment activities of Longview. In the event of a default by Sileas on its debt obligation to Longview, the shares held by Sileas may be returned to Longview. Viking and Longview each may be deemed to have shared voting and dispositive authority over the shares of the Company's common stock if they are returned to Longview. Mr. Benz and Mr. Okamoto, as control persons of Viking and/or Longview, may be deemed to beneficially own all such shares; however, they disclaim such beneficial ownership.
- 4 Represents shares of common stock issuable upon conversion of preferred stock held by the stockholder.

## **CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS**

### ***Relationship between Optex Texas, IRSN and Longview and Alpha***

Longview and Alpha were owed certain debt by IRSN including debt evidenced by (i) a December 29, 2006 Term Loan and Security Agreement executed by IRSN and Longview and Alpha, and (ii) a series of secured promissory notes purchased by them and issued to them on December 29, 2006, July 19, 2007 and November 28, 2007. As of August 24, 2008, the total amount due under all of the described notes was approximately \$18.4 million. Optex Texas, which was and is a wholly owned subsidiary of IRSN, was a guarantor of all of those notes, and pursuant to related security agreements Longview and Alpha had a validly perfected, fully enforceable security interest in all personal property of Optex Texas. On September 19, 2008, pursuant to an Assignment and Stock/Note Issuance Agreement, Alpha and Longview transferred and assigned to Optex Delaware \$15 million of their respective interests and rights in the aforesaid notes and obligations to Optex Delaware in exchange for 100% of the issued and outstanding stock of Optex Delaware.

### ***Acquisition of Assets of Optex Texas by Optex Delaware on October 14, 2008***

On October 14, 2008, in a purchase transaction that was consummated via public auction, Optex Delaware purchased all of the assets of Optex Texas in exchange for \$15 million of IRSN debt owned by it and the assumption of approximately \$3.8 million of certain Optex Texas liabilities. The \$15 million of IRSN debt was contributed by Longview and Alpha to Optex Delaware in exchange for a \$6 million note payable from Optex Delaware and a \$9 million equity interest in Optex Delaware. Longview and Alpha owned Optex Delaware until February 20, 2009, when Longview sold 100% of its interests in Optex Delaware to Sileas, as discussed below. In referring to these transactions, Optex Delaware is considered to be the successor entity to Optex Texas, the predecessor entity.

### **Secured Promissory Notes and Common Shares Issued in connection with Purchase by Optex Delaware**

In connection with the public sale of the Optex Texas assets to Optex Delaware, Optex Delaware delivered to each of Longview and Alpha a Secured Promissory Note due September 19, 2011 in the principal amounts of \$5,409,762 and \$540,976, respectively. Each Note bears simple interest at the rate of 6% per annum, and the interest rate upon an event of default increases to 8% per annum. After 180 days from the Issue Date, the principal amount of the Notes and accrued and unpaid interest thereon may be converted into Optex Delaware common stock at a conversion price of \$1.80 per share (pre-split and pre-Reorganization price). The Notes may be redeemed prior to maturity at a price of 120% of the then outstanding principal amount plus all accrued and unpaid interest thereon. The obligations of Optex Delaware under the Notes are secured by a lien of all of the assets of Optex Delaware in favor of Longview and Alpha. In addition, Optex Delaware issued common stock to each of Longview and Alpha in the quantities of 45,081,350 and 4,918,650, respectively. On October 30, 2008, Alpha sold its Optex Delaware common stock to Arland Holding, Ltd. On February 20, 2009, Longview sold its Note to Sileas (see below).

### ***Acquisition by Sileas on February 20, 2009***

On February 20, 2009, Sileas purchased 100% of the equity and debt interest held by Longview, representing 90% of Optex Delaware, in a private transaction (the “Acquisition”). The primary reason for the Acquisition was to eliminate shareholder control of the Company by Longview and to limit any perception of control over the day-to-day operations of the Company, whether or not such control actually existed. While Longview makes investments in a variety of companies, it strives to invest passively and leave the day-to-day operations of the companies in its investment portfolio to the management teams of those companies. In addition, the Acquisition allowed the Company to avoid potential conflicts of interest or other related business issues that might have adversely affected the Company’s operations as a result of Longview’s investments in other companies.

The purchase price for the Acquisition was \$13,524,405. Sileas issued a purchase money note to Longview for the full amount of the purchase price in exchange for 45,081,350 shares of common stock issued by the Company (representing 90% of the outstanding shares) and transfer of a note dated December 2, 2008, issued by the Company to Longview in the principal amount of \$5,409,762. No contingent consideration is due the seller in the transaction. The obligations of Sileas under the Note are secured by a security interest in the Company’s common and preferred stock owned by Sileas that was granted to Longview pursuant to a Stock Pledge Agreement delivered by Sileas to Longview and also by a lien on all of the assets of Sileas. On March 27, 2009, Sileas and Alpha exchanged the \$6,000,000 aggregate principal amount of notes, plus accrued and unpaid interest thereon, for 1,027 shares of Optex Delaware Series A Preferred Stock.

Sileas has no operations or business activities other than holding the Purchased Assets and has no revenues. The management of Sileas believes that the value of its common stock and preferred stock holdings in the Company will increase over time. Sileas plans to repay Longview, no later than the maturity date, through some combination of a recapitalization of Sileas equity and debt and partial or full liquidation of its interests in the Company.

### ***Secured Promissory Note Due February 20, 2012/Longview Fund, LP***

As a result of the transaction described above between Sileas and Longview Fund, LP on February 20, 2009, Sileas, the new majority owner of Optex Delaware, executed and delivered to Longview, a Secured Promissory Note due February 20, 2012 in the principal amount of \$13,524,405. The Note bears simple interest at the rate of 4% per annum, and the interest rate upon an event of default increases to 10% per annum. In the event that a Major Transaction occurs prior to the maturity date resulting in the Borrower receiving Net Consideration with a fair market value in excess of the principal and interest due under the terms of this Secured Note, (the “Optex Consideration”), then in addition to paying the principal and interest due, Sileas shall also pay an amount equal to 90% of the Optex Consideration. “Major Transaction” refers to a transaction whereby Optex Delaware would consolidate or merge into or sell or convey all or substantially all of its assets to a third party entity for more than nominal consideration, and “Net Consideration” refers to the fair market value of the consideration received in connection with a Major Transaction less all outstanding liabilities of Optex Delaware.

### ***Reorganization/Share Exchange***

On March 30, 2009, the Reorganization occurred whereby the then existing shareholders of Optex Delaware exchanged their shares of common stock with the shares of common stock of the Company as follows: (i) the outstanding 85,000,000 shares of Optex Delaware common stock were exchanged by the Company for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Delaware Series A Preferred Stock were exchanged by the Company for 1,027 shares of Company Series A Preferred Stock and (iii) the 8,131,667 shares of Optex Delaware common stock purchased in the private placement, which also occurred on March 30, 2009, were exchanged by the Company for 8,131,667 shares of Company common stock. Optex Delaware remains a wholly-owned subsidiary of the Company.

At the time of the Reorganization, 25,000,000 shares owned by Andrey Oks, the former CEO of the Company, were cancelled. Immediately prior to the closing, 19,999,991 shares of Company common stock were outstanding. The 19,999,991 shares derives from the 17,999,995 shares outstanding as of December 31, 2008 plus the 26,999,996 shares issued in conjunct with the 2,5:1 forward stock split authorized by the Sustut Board and shareholders and effected on February 27, 2009 less retirement of Andrey Oks' 25,000,000 shares. The total outstanding common shares of the Company subsequent to the closing of the Reorganization is as follows:

Existing Sustut Shareholders	19,999,991
Shares issued for Investor Relations Services	1,250,000
Optex Delaware shares exchanged	113,333,282
Optex Delaware Private Placement shares exchanged	8,131,667
<b>Total Shares after Reorganization</b>	<b>141,464,940</b>

**Short Term Note Payable/Longview Fund** - On September 23, 2008 Optex Texas borrowed \$146,709 from Longview and issued a promissory note dated September 23, 2008, to Longview in connection therewith. The September 23, 2008 Note bears interest at the rate of 10% per annum with interest accruing until the maturity date of the September 23, 2008 Note, which was originally set as November 7, 2008. Pursuant to an Allonge No. 1 to Promissory Note, dated January 20, 2009, the Maturity Date was extended until March 31, 2009. On March 30, 2009 in conjunction with the Reorganization and Private Placement, Longview purchased 3.25 Units of the Private Placement using \$146,250 of the amount due under the Note as consideration for the purchase. The current outstanding balance related to the original note issue is \$459 plus \$11,101 of accrued interest to be paid in September 2009.

#### **Transactions with Executive Management**

See the “Executive Compensation” section for a discussion of the material elements of compensation awarded to, earned by or paid to our named executive officers. Other than as stated in the “Executive Compensation” section, we have not entered into any transactions with executive management.

#### **THE SELLING STOCKHOLDERS AND PLAN OF DISTRIBUTION**

This prospectus covers 11,784,177 shares of common stock held by the selling stockholders pursuant to the registration obligations of certain subscription agreements with the selling stockholders in order to permit the resale of these shares of common stock by the selling stockholders from time to time after the date of this prospectus. After completion of the offering, if all shares registered are sold, the selling stockholders will hold no shares of our common stock, either out right or upon the exercise of their warrants. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock covered by this prospectus. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

<u>Name of Selling Stockholder (18)</u>	<u>Amount beneficially owned by Selling Stockholder</u>	<u>Amount to be offered to Selling Stockholder's Account</u>	<u>Amount to be beneficially owned following completion of offering</u>	<u>Percent to be beneficially owned following completion of the offering</u>
(1) Albert & Diane Gragnani	1,200,000	869,504	330,496	0.17%
(2) Curio Holdings	600,000	434,751	165,249	0.09%
(3) Daniel McDonald	300,000	217,377	82,623	0.04%
(4) Eric Samuelson	1,500,000	1,086,878	413,122	0.22%
(5) George Gummow	600,000	434,751	165,249	0.09%
(6) Gerald Berkson	453,334	328,479	124,855	0.07%
(7) Gerald Holland	600,000	434,751	165,249	0.09%
(8) Kenneth and Irene Chaffin	300,000	217,376	82,624	0.04%
(9) Lee Stambollis	360,000	260,851	99,149	0.05%
(10) Longview Fund, LP	1,950,000	1,412,942	537,058	0.28%
(11) Michael Peter Lee	600,000	434,751	165,249	0.09%
(12) Robert E. Kraemer	600,000	434,751	165,249	0.09%
(13) Somasundaram Ilangovan	600,000	434,751	165,249	0.09%
(14) Victor M. Dandridge III	1,800,000	1,304,254	495,746	0.26%
(15) George Warburton	3,600,000	2,608,508	991,492	0.52%
(16) Dr. Marc Medway	600,000	434,751	165,249	0.09%
(17) Micheal R. Ruffer	600,000	434,751	165,249	0.09%
	16,263,334	11,784,177	4,479,157	2.33%

- (1) Consists of 600,000 common shares outstanding and 600,000 warrants exercisable within 60 days of May 19, 2009. The address for Albert & Diane Gragnani is 478 Country Club Dr. San Francisco, CA 94132.
- (2) 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009 The address for Curio Holding, Inc. is 1630 York Avenue, New York, NY 10028, of which the sole stockholder is Inge L. Kerster, with the same address, who exercises voting and investment control with respect to shares of common stock held by that selling stockholder.
- (3) Consists of 150,000 common shares outstanding and 150,000 warrants exercisable within 60 days of May 19, 2009. The address for Daniel McDonald is 2615 Silverton Rd. Salem, OR 97303.
- (4) Consists of 750,000 common shares outstanding and 750,000 warrants exercisable within 60 days of May 19, 2009. The address for Eric Samuelson is Rear 320 South Clairmont Springfield, OH 45505.
- (5) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for George Gummow is 14821 Bartlett Ct. San Martin, CA 95046.
- (6) Consists of 226,667 common shares outstanding and 226,667 warrants exercisable within 60 days of May 19, 2009. The address for Gerald Berkson is 2222 Springfield Way San Mateo, CA 94403.
- (7) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Gerald Holland is 3231 NE 59th St. Fort Lauderdale, FL 33308,
- (8) Consists of 150,000 common shares outstanding and 150,000 warrants exercisable within 60 days of May 19, 2009. The address for Kenneth and Irene Chaffin is 915 N. Road I West Chino Valley, AZ 86323.
- (9) Consists of 180,000 common shares outstanding and 180,000 warrants exercisable within 60 days of May 19, 2009. The address for Lee Stambollis is 300 26th Ave. San Mateo, CA 94403.
- (10) Consists of 975,000 common shares outstanding and 975,000 warrants exercisable within 60 days of May 19, 2009. The address of Longview Fund, L.P. is c/o Viking Asset Management, 505 Sansome Street, Suite 1275, San Francisco, CA 94111. Peter T. Benz exercises voting and investment control with respect to the shares of common stock held by this selling stockholder. Please see *Secured Promissory Note Due February 20, 2012/Longview Fund, LP* on p. \_\_\_ for a description of the previously existing relationship between the Company and Longview.
- (11) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Michael Peter Lee is Redwood House, Lodge Gardens, Great Carlton, Louth Lincolnshire LN11 8JY U. K.
- (12) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Robert E. Kraemer is N6816 St RD 79 Menomonie, WI 54751.
- (13) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Somasundaram Ilangovan is 229 Sydney Road Holland, PA 18966.
- (14) Consists of 900,000 common shares outstanding and 900,000 warrants exercisable within 60 days of May 19, 2009. The address for Victor M. Dandridge III is 695 Berkmar Court Charlottesville, VA 22901.

- (15) Consists of 1,800,000 common shares outstanding and 1,800,000 warrants exercisable within 60 days of May 19, 2009. The address for George Warburton is 19 The Citadel Fort George St. Peter Port Guernsey GY125X.
- (16) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Dr. Marc Medway is 506 Hobby Horse Hills Ambler, PA 19002.



- (17) Consists of 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009. The address for Michael R. Ruffer is 11809 Lyrac Ct Oakton, VA 22124.
- (18) All of the securities listed in this table were purchased as of March 30, 2009 when the Company accepted subscriptions from accredited investors for a total 27.1 units for \$45,000.00 per Unit, with each unit consisting of Three Hundred Thousand (300,000) shares of common stock, no par value of the Company and warrants to purchase Three Hundred Thousand (300,000) shares of common stock at an exercise price of \$0.45 per share for a period of five (5) years from the date of closing.

The selling stockholders may sell all or a portion of the shares of common stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions:

- to purchasers directly;
- in ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- through underwriters or dealers who may receive compensation in the form of underwriting discounts, concessions or commissions from such stockholders or from the purchasers of the securities for whom they may act as agent;
- by the pledge of the shares as security for any loan or obligation, including pledges to brokers or dealers who may effect distribution of the shares or interests in such securities;
- to purchasers by a broker or dealer as principal and resale by such broker or dealer for its own account pursuant to this prospectus;
- in a block trade in which the broker or dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate a transaction;
- through an exchange distribution in accordance with the rules of the exchange or in transactions in the over-the-counter market;
- pursuant to Rule 144; or
- in any other manner not proscribed by law.

If the selling stockholders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. If the selling stockholders enter into an agreement to sell their shares to a broker-dealer and such broker-dealer is acting as an underwriter, we will file a post-effective amendment to the registration statement of which this prospectus forms a part for the purpose of updating this disclosure with respect to such broker-dealer and its related plan of distribution. The selling stockholders may also sell shares of common stock short and deliver shares of common stock covered by this prospectus to close out short positions. The selling stockholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling stockholders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act.

We have advised the selling stockholders that under current interpretations they may not use shares registered on this registration statement to cover short sales of our common stock made prior to the date on which this registration statement shall have been declared effective by the Commission. If the selling stockholders use this prospectus for any sale of our common stock, it will be subject to the prospectus delivery requirements of the Securities Act.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

The Company has agreed to indemnify the selling stockholders against (i) any untrue statement of a material fact contained in any registration statement filed by the Company on behalf of the selling stockholders, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation by the Company of the Securities Act, the Exchange Act, or any rule or regulation promulgated under the Securities Act, or the Exchange Act made by the Company in connection therewith,

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

There can be no assurance that the selling stockholders will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

Our common stock is quoted on the OTCBB under the symbol “OPXS”.

## **DESCRIPTION OF SECURITIES**

The Company is authorized to issue 200,000,000 shares of common stock and 5,000 shares of Preferred Stock of which 1,027 shares are designated as Series A Preferred Stock. As of August 31, 2009, there were 141,994,940 shares of common stock issued and outstanding and 1,027 Series A Preferred Stock issued and outstanding.

### **Common Stock**

The holders of common stock are entitled to one vote per share. The holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the board of directors out of legally available funds. However, the current policy of the board of directors is to retain earnings, if any, for operations and growth. Upon liquidation, dissolution or winding-up, the holders of common stock are entitled to share ratably in all assets that are legally available for distribution. The holders of common stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of the holders of any series of preferred stock, which may be designated solely by action of the board of directors and issued in the future.

## Preferred Stock

### *Series A Preferred Stock*

On March 24, 2009, the Company filed a Certificate of Designation with the Secretary of State of the State of Delaware authorizing a series of preferred stock, under its articles of incorporation, known as "Series A Preferred Stock". This Certificate of Designation was approved by the Company's Board of Directors and Shareholders at a Board Meeting and Shareholders Meeting held on February 25, 2009. The Certificate of Designation sets forth the following terms for the Series A Preferred Stock as described in the table below.

Authorized Shares:	1,027
Per Share Stated Value:	\$6,000
Liquidation Preference:	Per share Stated Value
Conversion Price into Common Stock:	\$0.15 per share, as adjusted on a pro rata basis for stock splits, dividends, combinations or reclassifications and on a full ratchet basis for equity issuances at a price less than the then in effect exercise price.
Voting Rights:	The Series A Preferred Shares shall vote along with the common stock on an as converted basis and shall have one vote per share.
Dividends:	6% per annum payable quarterly payable quarterly in arrears.

## Stock Options

As of the date of this Prospectus, we have 2,681,649 outstanding stock options that represent potential future cash proceeds to our company of \$402,247. The company granted an officer at the consummation of the Reorganization, 1,414,649 options, on March 29, 2009 with an exercise price of \$0.15 per share, vesting as follows: 34% of the options vesting one year following the date of grant, and 33% vesting on each of the second and third anniversaries following the date of grant. On May 14, 2009 the company issued 1,267,000 share options to Optex employees with an exercise price of \$0.15 per share and vesting equally at 25% per year at the end of each service year for four years. The holders of options are not required to exercise their rights at any time and we are unable to predict the amount and timing of any future option exercises. We reserve the right to temporarily reduce the exercise prices of our options from time to time in order to encourage the early exercise of the options. As of the date of this prospectus, none of the stock options had vested.

## Delaware Anti-takeover Statute

We are subject to the provisions of section 203 of the Delaware General Corporation Law regulating corporate takeovers. In general, those provisions prohibit a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by the board of directors before the date the interested stockholder attained that status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or

- on or after the date the business combination is approved by the board of directors and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines “business combination” to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by any of these entities or persons.

A Delaware corporation may opt out of this provision either with an express provision in its certificate of incorporation or bylaws approved by its stockholders. However, we have not opted out, and do not currently intend to opt out, of this provision. The statute could prohibit or delay mergers or other takeover or change in control attempts and, accordingly, may discourage attempts to acquire us.

### **Certificate of Incorporation and By-laws**

Our Certificate of Incorporation and by-laws include provisions that may have the effect of delaying or preventing a change of control or changes in our management. These provisions include:

- the right of the board of directors to elect a director to fill a vacancy created by the resignation of a director or the expansion of the board of directors;
- the requirement for advance notice for nominations of candidates for election to the board of directors or for proposing matters that can be acted upon at a stockholders’ meeting;
- the right of our board of directors to alter our bylaws without stockholder approval.

Also pursuant to the Reorganization, we amended our bylaws which provided for a fiscal year end on December 31 to a fiscal year ending on the Sunday nearest September 30.

### **Transfer Agent**

Our transfer agent is American Registrar & Transfer Co., 342 East 900 South, Salt Lake City, UT 84111.

## **LEGAL MATTERS**

The legality of the shares of common stock offered by this prospectus will be passed upon for us by Jolie Kahn, Esq. of New York, NY.

## **EXPERTS**

The financial statements as of September 28, 2008 and September 30, 2007 included in this prospectus have been so included in reliance on the report of Rotenberg & Co. LLP, an independent registered public accounting firm, given on the authority of said firm as experts in accounting and auditing.

## **WHERE YOU CAN FIND MORE INFORMATION**

We have filed a registration statement on Form S-1 with the Commission with respect to this offering. This prospectus, which is part of the registration statement, does not include all of the information contained in the registration statement. You should refer to the registration statement and its exhibits and schedules for additional information. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete and you should refer to the exhibits and schedules attached to the registration statement for copies of the actual contract, agreement or other document.

We also file annual, quarterly and current reports, proxy statements and other documents with the Commission under the Exchange Act. You may read and copy any materials that we may file without charge at the Commission's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may call the Commission at 1-800-Commission-0330 for further information on the operation of the Public Reference Room. You may obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the Commission at 100 F Street, N.E., Washington, D.C. 20549. The Commission also maintains an Internet site, <http://www.sec.gov>, which contains reports, proxy and information statements and other information regarding issuers that file electronically with the Commission. The other information we file with the Commission is not part of the registration statement of which this prospectus forms a part.

OPTEX SYSTEMS HOLDINGS, INC.  
UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
AS OF JUNE 28, 2009 (Restated)

OPTEX SYSTEMS HOLDINGS, INC.

BALANCE SHEETS AS OF JUNE 28, 2009 (SUCCESSOR) (UNAUDITED) (RESTATED)  
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STATEMENTS OF OPERATIONS FOR THE THREE MONTHS ENDED JUNE 28, 2009  
(SUCCESSOR) AND JUNE 29, 2008 (PREDECESSOR) (UNAUDITED)  
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STATEMENTS OF CASH FLOWS FOR THE PERIOD OCTOBER 15, 2008 THROUGH  
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STATEMENTS OF STOCKHOLDERS' EQUITY FOR THE PERIOD OCTOBER 15, 2008  
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FINANCIAL STATEMENT FOOTNOTES (UNAUDITED) (RESTATED) F-9

**Optex Systems Holdings, Inc.**  
**(formerly known as Sustut Exploration, Inc.)**  
**Condensed Consolidated Balance Sheets**

	<b>Restated Successor</b>	<b>Restated Predecessor</b>
	<b><u>June 28, 2009 (Unaudited)</u></b>	<b><u>September 28, 2008</u></b>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash	\$ 492,325	\$ 170,183
Accounts Receivable	3,228,098	2,454,235
Net Inventory	6,843,017	4,547,726
Prepaid Expenses	<u>158,797</u>	<u>307,507</u>
<b>Total Current Assets</b>	<b>10,722,237</b>	<b>7,479,651</b>
<b>Property and Equipment</b>		
Property Plant and Equipment	1,341,271	1,314,109
Accumulated Depreciation	<u>(1,073,745)</u>	<u>(994,542)</u>
<b>Total Property and Equipment</b>	<b>267,526</b>	<b>319,567</b>
<b>Other Assets</b>		
Security Deposits	20,684	20,684
Intangibles	2,483,395	1,100,140
Goodwill	<u>7,110,415</u>	<u>10,047,065</u>
<b>Total Other Assets</b>	<b>9,614,494</b>	<b>11,167,889</b>
<b>Total Assets</b>	<b><u>\$ 20,604,257</u></b>	<b><u>\$ 18,967,107</u></b>

*The accompanying notes are an integral part of these financial statements*



**Optex Systems Holdings, Inc.**  
**(formerly known as Sustut Exploration, Inc.)**  
**Balance Sheets – Continued**

	<b>Restated Successor June 28, 2009 (Unaudited)</b>	<b>Restated Predecessor September 28, 2008</b>
<b>LIABILITIES AND STOCKHOLDERS EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 3,223,278	\$ 1,821,534
Accrued Expenses	628,033	798,974
Accrued Warranties	314,446	227,000
Accrued Contract Losses	687,111	821,885
Loans Payable	459	373,974
Interest on Loans Payable	11,101	
Income Tax Payable	85,179	4,425
<b>Total Current Liabilities</b>	<b>4,949,607</b>	<b>4,047,792</b>
<b>Other Liabilities</b>		
Note Payable	-	\$ 2,000,000
Accrued Interest on Note	-	336,148
Due to Parent	-	4,300,151
<b>Total Other Liabilities</b>	<b>-</b>	<b>6,636,299</b>
<b>Total Liabilities</b>	<b>4,949,607</b>	<b>\$ 10,684,091</b>
<b>Stockholders' Equity</b>		
Optex Systems Holdings, Inc. – (par value \$0.001 per share, 200,000,000 shares authorized, 141,464,940 shares issued and outstanding as of June 28, 2009)	141,465	
Optex Systems Holdings, Inc. Preferred Stock (par value \$0.001 per share, 5,000 shares authorized, 1,027 Series A Preferred shares issued and outstanding as of June 28, 2009)	1	
Optex Systems, Inc. – Texas (predecessor) Common Stock (no par 100,000 shares authorized, 18,870 shares issued and 10,000 shares outstanding as of September 28, 2008)		164,834
Optex Systems, Inc. – Texas (predecessor) Treasury Stock (8,870 shares at cost as of September 28, 2008)	-	(1,217,400)
Additional Paid-in-capital	16,241,768	15,246,282
Retained Deficit	(728,584)	(5,910,700)
<b>Total Stockholders' Equity</b>	<b>\$ 15,654,650</b>	<b>\$ 8,283,016</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 20,604,257</b>	<b>\$ 18,967,107</b>

*The accompanying notes are an integral part of these financial statements*

**Optex Systems Holdings, Inc.**  
(formerly known as Sustut Exploration, Inc.)  
**Condensed Consolidated Statements of Operations – Restated and Unaudited**

	Successor Three Months ended June 28, 2009	Predecessor Three Months ended June 29, 2008	Successor For the period October 15, 2008 through June 28, 2009	Predecessor For the period September 29, 2008 through October 14, 2008	Predecessor Nine Months ended June 29, 2008
<b>Revenues</b>	\$ 6,983,930	\$ 3,881,053	\$ 20,084,362	\$ 871,938	\$ 13,925,073
<b>Total Cost of Sales</b>	6,417,926	2,851,287	18,135,020	739,868	11,716,785
<b>Gross Margin</b>	566,004	1,029,766	1,949,342	132,070	2,208,288
<b>General and Administrative</b>					
Salaries and Wages	176,869	253,594	502,883	22,028	744,119
Employee Benefits & Taxes	29,716	76,438	228,847	495	246,071
Employee Stock Bonus Plan	-	100,174	4,812	(4,812)	279,034
Amortization of Intangible	101,159	54,123	303,475	-	169,368
Rent, Utilities and Building	-	-	-	-	-
Maintenance	50,838	69,959	150,780	12,493	160,999
Investor Relations	88,326	-	88,326	-	-
Legal and Accounting Fees	128,274	20,166	296,627	360	117,695
Consulting and Contract	-	-	-	-	-
Service Fees	43,210	66,678	167,261	10,527	267,222
Travel Expenses	16,294	28,376	41,317	-	116,338
Corporate Allocations	-	508,275	-	-	1,450,905
Board of Director Fees	37,500	-	87,500	-	-
Other Expenses	87,749	47,127	167,531	16,155	124,729
<b>Total General and Administrative</b>	<b>759,935</b>	<b>1,224,910</b>	<b>2,039,359</b>	<b>57,246</b>	<b>3,676,480</b>
<b>Operating Income (Loss)</b>	<b>(193,931)</b>	<b>(195,144)</b>	<b>(90,017)</b>	<b>74,824</b>	<b>(1,468,192)</b>
<b>Other Expenses</b>					
Other (Income) and Expense	(351)	3	(1,434)	-	(499)
Interest (Income) Expense - Net	-	46,000	174,710	9,492	145,503
<b>Total Other</b>	<b>(351)</b>	<b>46,003</b>	<b>173,276</b>	<b>9,492</b>	<b>145,004</b>
<b>Income (Loss) Before Taxes</b>	<b>(193,580)</b>	<b>(241,147)</b>	<b>(263,293)</b>	<b>65,332</b>	<b>(1,613,196)</b>
Income Taxes (Benefit)	114,973	-	465,291	-	-
<b>Net Income (Loss) After Taxes</b>	<b>\$ (308,553)</b>	<b>\$ (241,147)</b>	<b>\$ (728,584)</b>	<b>\$ 65,332</b>	<b>\$ (1,613,196)</b>
<b>Basic and diluted loss per share (1)</b>	<b>\$ (0.00)</b>	<b>\$ (24.11)</b>	<b>\$ (0.01)</b>	<b>\$ 6.53</b>	<b>\$ (161.32)</b>
<b>Weighted Average Common Shares Outstanding</b>	<b>141,464,940</b>	<b>10,000</b>	<b>122,744,977</b>	<b>10,000</b>	<b>10,000</b>

*The accompanying notes are an integral part of these financial statements*

(1) Basic earnings per share is computed by dividing income available to common shareholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) for the period. Diluted earnings per share is computed by assuming that any dilutive convertible securities outstanding were converted, with related preferred stock dividend requirements and outstanding common shares adjusted accordingly. In a loss year, the calculation for basic and diluted earnings per share is considered to be the same, as the impact of potential common shares is anti-dilutive.



**Optex Systems Holdings, Inc.**  
(formerly known as Sustut Exploration, Inc.)  
**Statements of Cash Flows Restated and Unaudited**

	<b>Successor</b> <b>For the period October 15,</b> <b>2008 through June 28, 2009</b>	<b>Predecessor</b> <b>For the period September 29,</b> <b>2008 through October 14, 2008</b>	<b>Predecessor</b> <b>Nine months ended</b> <b>June 29, 2008</b>
<b>Cash flows from operating activities:</b>			
Net Income (Loss)	\$ (728,584)	\$ 65,332	\$ (1,613,196)
<b>Adjustments to reconcile net loss to net cash used in operating activities:</b>			
Depreciation and amortization	1,622,907	9,691	570,566
Provision for (use of) allowance for inventory valuation	158,273	27,363	
Noncash interest expense	170,882	9,500	145,503
Stock option compensation expense	15,174	-	
(Increase) decrease in accounts receivable	(1,823,665)	1,049,802	460,783
(Increase) decrease in inventory (net of progress billed)	(1,617,361)	(863,566)	321,273
(Increase) decrease in other current assets	317,669	18,541	(190,829)
Increase (decrease) in accounts payable and accrued expenses	1,416,854	(186,051)	(510,043)
Increase (decrease) in accrued warranty costs	87,446	-	
Increase (decrease) in due to parent	-	1,428	1,595,954
Increase (decrease) in accrued estimated loss on contracts	(119,470)	(15,304)	(1,021,761)
Increase (decrease) in income taxes payable	85,179	-	
<b>Total adjustments</b>	<b>313,888</b>	<b>51,404</b>	<b>1,371,446</b>
<b>Net cash (used)/provided by operating activities</b>	<b>(414,696)</b>	<b>116,736</b>	<b>(241,750)</b>
<b>Cash flows from investing activities:</b>			
Cash Received through Optex Texas acquisition	253,581	-	-
Purchased of property and equipment	(13,824)	(13,338)	(103,974)
<b>Net cash used in investing activities:</b>	<b>239,757</b>	<b>(13,338)</b>	<b>(103,974)</b>
<b>Cash flows from financing activities:</b>			
Private Placement net of stock issuance cost	874,529	-	
Proceeds (to) from Loans Payable – Qioptic	(207,265)	(20,000)	
<b>Net cash used in financing activities:</b>	<b>667,264</b>	<b>(20,000)</b>	<b>-</b>
Net increase (decrease) in cash and cash equivalents	492,325	83,398	(345,724)
Cash and cash equivalents at beginning of period	-	170,183	504,753
<b>Cash and cash equivalents at end of period</b>	<b>\$ 492,325</b>	<b>\$ 253,581</b>	<b>\$ 159,029</b>

**Optex Systems Holdings, Inc.**  
**(formerly known as Sustut Exploration, Inc.)**  
**Statements of Cash Flows – Restated and Unaudited – continued**

	Successor For the period October 15, 2008 through June 28, 2009	Predecessor For the period September 29, 2008 through October 14, 2008	Predecessor Nine months ended June 29, 2008
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**Noncash investing and financing activities:**

**Optex Delaware (Successor) purchase of Optex  
Texas (Predecessor)**

Cash received	\$ 253,581	-	-
Accounts Receivable	1,404,434	-	-
Inventory	5,383,929	-	-
Intangibles	4,036,790	-	-
Other Assets	632,864	-	-
Accounts Payable	(1,953,833)	-	-
Other Liabilities	(1,868,180)	-	-
Debt	(6,000,000)	-	-
Goodwill	7,110,415	-	-
<b>Issuance of Stock</b>	<b>\$ 9,000,000</b>	-	-

**Conversion of Debt to Series A Preferred Stock**

Additional Paid in Capital (\$6,000,000 debt retirement plus accrued interest of \$159,780)	\$ 6,159,780	-	-
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**Issuance of Common shares in exchange for  
Investor Relations Services**

Additional Paid in Capital (1,250,000 shares issued at \$0.001 par)	\$ 187,500	-	-
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**Supplemental cash flow information:**

Cash paid for interest	\$ 3,817	-	-
Cash paid for taxes	\$ 380,112	-	-

*The accompanying notes are an integral part of these financial statements*

**Optex Systems Holdings, Inc.**  
**(formerly known as Sustut Exploration, Inc.)**  
**Statement of Stockholders' Equity and Comprehensive Income/(Loss) (Restated)**

	<u>Common Shares Outstanding</u>	<u>Series A Preferred Shares</u>	<u>Common Stock</u>	<u>Preferred Series A Stock</u>	<u>Treasury Stock Optex Texas</u>	<u>Additional Paid in Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholders Equity</u>
<b>Predecessor Entity</b>								
Balance at September 28, 2008	10,000		\$ 164,834		\$ (1,217,400)	\$ 15,246,282	\$(5,910,700)	\$ 8,283,016
Net Income							65,332	65,332
Balance at October 14, 2008	<u>10,000</u>	<u>-</u>	<u>\$ 164,834</u>	<u>\$ -</u>	<u>\$ (1,217,400)</u>	<u>\$ 15,246,282</u>	<u>\$(5,845,368)</u>	<u>\$ 8,348,348</u>
<b>Successor Entity</b>								
Balance at October 15, 2008	-	-	-	-	-	-	-	-
Issuance of Common Stock (1)	113,333,282	-	\$ 113,333	\$ -	\$ -	\$ 8,886,667	\$ -	\$ 9,000,000
Conversion of 6,000,000 Debt and Interest to Series A Preferred shares	-	1,027	-	1	-	6,159,780	-	6,159,781
Sustut Exploration Reorganization (2)	19,999,991	-	20,000	-	-	167,500	-	187,500
Stock Option Compensation Expense	-	-	-	-	-	15,174	-	15,174
Private Placement Sale of Stock (2)	8,131,667	-	8,132	-	-	1,012,647	-	1,020,779
Net Earnings (Loss) from continuing operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(728,584)</u>	<u>(728,584)</u>
Balance at June 28, 2009	<u>141,464,940</u>	<u>1,027</u>	<u>\$ 141,465</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 16,241,768</u>	<u>\$(728,584)</u>	<u>\$ 15,654,650</u>

*The accompanying notes are an integral part of these financial statements*

(1) After giving effect to the equivalent number of shares issued to existing Optex shareholders due to the reorganization.

(2) Reorganization and private placement transactions which occurred on March 30, 2009.

**OPTEX SYSTEMS HOLDINGS, INC.**  
**(formerly known as Sustut Exploration, Inc.)**  
**Notes to Condensed Consolidated Financial Statements**

**Note 1 - Organization and Operations**

On March 30, 2009, Optex Systems Holdings, Inc., (formerly known as Sustut Exploration, Inc.), a Delaware corporation (the "Company"), along with Optex Systems, Inc., a privately held Delaware corporation which is the Company's wholly-owned subsidiary ("Optex Delaware" or "Successor"), entered into a Reorganization Agreement and Plan of Reorganization, pursuant to which Optex Delaware was acquired by the Company in a share exchange transaction. The Company became the surviving corporation. At the closing, the Company changed its name from Sustut Exploration Inc. to Optex Systems Holdings, Inc. and its year end from December 31 to a fiscal year ending on the Sunday nearest September 30.

On October 14, 2008, certain senior secured creditors of Irvine Sensors Corp. ("IRSN"), Longview Fund, L.P. ("Longview") and Alpha Capital Anstalt ("Alpha") formed Optex Delaware, which acquired all of the assets and assumed certain liabilities of Optex Systems, Inc., a Texas corporation and wholly owned subsidiary of IRSN, ("Optex Texas" or "Predecessor") in a transaction that was consummated via purchase at a public auction. Following this asset purchase, Optex Texas remained a wholly-owned subsidiary of IRSN.

In accordance with SFAS 141 "Business Combination" and EITF 98-3 "Determining Whether a Non-monetary Transaction Involves Receipt of Productive Assets or of a Business" Optex Delaware's purchase of substantially all of the assets and assumption of certain liabilities represented the acquisition of a business. EITF 98-3 outlines the guidance in determining whether a "business" has been acquired in a transaction. For a transferred set of activities and assets to be a business, it must contain all of the inputs and processes necessary for it to continue to conduct normal operations after the transferred set of assets is separated from the transferor, which include the ability to sustain a revenue stream by providing its outputs to customers. Optex Delaware obtained the inputs and processes necessary for normal operations.

Optex Texas was a privately held Subchapter "S" Corporation from inception in 1987 until December 30, 2005 when 70% of the issued and outstanding stock was acquired by IRSN, and Optex Texas was automatically converted to a Subchapter "C" Corporation. On December 29, 2006, the remaining 30% equity interest in Optex Texas was purchased by IRSN.

On February 20, 2009, Sileas Corp. ("Sileas"), a newly-formed Delaware corporation, owned by present members of the company's management, purchased 100% of Longview's equity and debt interest in Optex Delaware, representing 90% of the issued and outstanding common equity interests in Optex Delaware, in a private transaction (the "Acquisition"). See Note 4.

Optex Delaware operated as a privately-held Delaware corporation until March 30, 2009, when as a result of the Reorganization Agreement (described above and also in Note 5), it became a wholly-owned subsidiary of the Company. Sileas is the majority owner (parent) of the Company owning approximately 73% of the Company. The Company plans to carry on the business of Optex Delaware as its sole line of business and all of the Company's operations are conducted by and through Optex Delaware. Accordingly, in subsequent periods the financial statements presented will be those of the accounting acquirer. The financial statements of the Company represent subsidiary statements and do not include the accounts of its majority owner.

The Company's operations are based in Richardson, Texas in a leased facility comprising 49,100 square feet. As of June 28, 2009, the Company operated with 107 full-time equivalent employees.

The Company manufactures optical sighting systems and assemblies, primarily for Department of Defense applications. Its products are installed on a variety of U.S. military land vehicles such as the Abrams and Bradley fighting vehicles, light armored and advanced security vehicles and have been selected for installation on the Stryker family of vehicles. The Company also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. The Company's products consist primarily of build to customer print products that are delivered both directly to the military and to other defense prime contractors.

In February 2009, the Company's ISO certification status was upgraded from 9001:2000 to 9001:2008 bringing the Company into compliance with the new ISO standards rewritten to align with ISO 14001.

## **Note 2 - Accounting Policies**

### **Basis of Presentation**

**Principles of Consolidation:** The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, Optex Delaware. All significant inter-company balances and transactions have been eliminated in consolidation.

The accompanying financial statements include the results of operations and cash flows of Optex Delaware, the accounting acquirer in the Sustut reorganization and the Successor in the October 14, 2008 Optex Texas asset purchase transaction, for the period from October 15, 2008 through June 28, 2009. The accompanying financial statements include the balance sheet at September 28, 2008 and the results of operations, changes in stockholders' equity and cash flows for the period from September 29, 2008 through October 14, 2008 of Optex Texas, Predecessor.

Although, Optex Texas (predecessor) has been majority owned by various parent companies described in the preceding paragraphs, no accounts of the parent companies or the effects of consolidation with any parent companies have been included in the accompanying financial statements. The Optex Texas accounts have been presented on the basis of push down accounting in accordance with Staff Accounting Bulletin No. 54 *Application of "Push Down" Basis of Accounting in Financial Statements of Subsidiaries Acquired by Purchase*. SAB 54 states that the push down basis of accounting should be used in a purchase transaction in which the entity becomes wholly-owned. Under the push down basis of accounting certain transactions incurred by the parent company, which would otherwise be accounted for in the accounts of the parent, are "pushed down" and recorded on the financial statements of the subsidiary. Accordingly, items resulting from the Optex Texas purchase transaction such as goodwill, debt incurred by the parent to acquire the subsidiary and other costs related to the purchase have been recorded on the financial statements of the Company.

Upon completing the business combination with Sustut on March 30, 2009, the Company elected to change its fiscal year to match that of Optex Delaware. Accordingly, all activity of the combined companies was presented as of the quarter's end of the accounting acquirer, which was March 29, 2009.

Although the effective date of the merger was March 30, 2009, all transactions related to the business combination (and only those transactions), with Sustut have been reflected as if they had taken place one day prior (on March 29, 2009) so as to coincide with the accounting acquirer's quarter end of March 29, 2009. See Note 5 for details of the Reorganization.

The condensed consolidated financial statements of the Company included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in conjunction with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading. These condensed financial statements should be read in conjunction with the annual audited financial statements and the notes thereto included in the Company's Forms 8-K and other reports filed with the SEC.

The accompanying unaudited interim financial statements reflect all adjustments of a normal and recurring nature which are, in the opinion of management, necessary to present fairly the financial position, results of operations and cash flows of the Company for the interim periods presented. The results of operations for these periods are not necessarily comparable to, or indicative of, results of any other interim period or for the fiscal year taken as a whole. Certain information that is not required for interim financial reporting purposes has been omitted.



**Use of Estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

**Inventory:** Inventory is recorded at the lower of cost or market value, and adjusted as appropriate for decreases in valuation and obsolescence. Adjustments to the valuation and obsolescence reserves are made after analyzing market conditions, current and projected sales activity, inventory costs and inventory balances to determine appropriate reserve levels. Cost is determined using the first-in first-out (FIFO) method. Under arrangements by which progress payments are received against certain contracts, the customer retains a security interest in the undelivered inventory identified with these contracts. Payments received for such undelivered inventory are classified as unliquidated progress payments and deducted from the gross inventory balance. At June 28, 2009, and September 28, 2008 inventory included:

	<b>Successor As of June 28, 2009</b>	<b>Predecessor As of September 28, 2008</b>
Raw Materials	\$ 6,939,094	\$ 4,199,657
Work in Process	3,529,351	5,575,520
Finished Goods	780,828	28,014
<b>Gross Inventory</b>	<b>\$11,249,273</b>	<b>\$ 9,803,191</b>
Less:		
Unliquidated Progress Payments	(3,546,890)	(4,581,736)
Inventory Reserves	(859,366)	(673,729)
<b>Net Inventory</b>	<b>\$ 6,843,017</b>	<b>\$ 4,547,726</b>

**Stock-Based Compensation:** In December 2004, FASB issued SFAS No. 123R, *Share-Based Payment*. SFAS No. 123R establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. SFAS No. 123R focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. SFAS No. 123R requires that the compensation cost relating to share-based payment transactions be recognized in the financial statements. That cost will be measured based on the fair value of the equity or liability instruments issued.

The Company's accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of EITF 96-18, "Accounting for Equity Instruments That are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services" and EITF 00-18, "Accounting Recognition for Certain Transactions Involving Equity Instruments Granted to Other Than Employees." The measurement date for the fair value of the equity instruments issued is determined at the earlier of (i) the date at which a commitment for performance by the consultant or vendor is reached or (ii) the date at which the consultant or vendor's performance is complete. In the case of equity instruments issued to consultants, the fair value of the equity instrument is recognized over the term of the consulting agreement. Stock-based compensation related to non-employees is accounted for based on the fair value of the related stock or options or the fair value of the services, which ever is more readily determinable in accordance with SFAS 123R.

**Earnings per Share:** Basic earnings per common share is computed by dividing net earnings by the weighted average number of common shares outstanding during each year presented. Diluted earnings per common share give the effect to the assumed exercise of stock options when dilutive. In a loss year, the calculation for basic and diluted earnings per share is considered to be the same, as the impact of potential common shares is anti-dilutive. For the period October 15, 2008 through June 28, 2009 there were 2,681,649 stock options issued and outstanding that could dilute future earnings. For the period September 29, 2008 through October 14, 2008 and for the nine months ended June 29, 2008, there were no stock options that could dilute future earnings

### **Note 3 - Recent Accounting Pronouncements**

In June 2008, FASB issued FASB Staff Position EITF 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities". FSP EITF 03-6-1 clarifies that share-based payment awards that entitle their holders to receive nonforfeitable dividends or dividend equivalents before vesting should be considered participating securities. As participating securities, we will be required to include these instruments in the calculation of our basic earnings per share ("EPS"), and we will need to calculate basic EPS using the "two-class method." Restricted stock is currently included in our dilutive EPS calculation using the treasury stock method. The two-class method of computing EPS is an earnings allocation formula that determines EPS for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. FSP EITF 03-6-1 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ending October 3, 2010. The Company does not expect adoption of FSP EITF 03-6-1 to have a material effect on the Company's financial statements.

In May 2009, FASB issued SFAS No. 165, "Subsequent Events". SFAS 165 establishes principles and requirements for the reporting of events or transactions that occur after the balance sheet date, but before financial statements are issued or are available to be issued. SFAS 165 is effective for financial statements issued for fiscal years and interim periods ending after June 15, 2009. As such, the Company adopted these provisions at the beginning of the interim period ended June 28, 2009. Adoption of SFAS 165 did not have a material effect on the Company's financial statements.

In June 2009, FASB issued Statement of Financial Accounting Standard No. 168, "The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles - a replacement of FASB Statement No. 162". SFAS 168 replaces Statement 162 and establishes the FASB Accounting Standards Codification™ (Codification) as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP. SFAS 168 is effective for financial statements issued for fiscal years and interim periods ending after September 15, 2009. As such, the Company is required to adopt these provisions at the beginning of the interim period ending September 27, 2009. The Company does not expect adoption of SFAS 168 to have a material effect its financial statements.

In June 2006, FASB issued Interpretation No. 48 "*Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109*". This Interpretation clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB No. 109, "*Accounting for Income Taxes*". FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. The adoption of FIN 48 did not have a material impact on the Company's financial position, results of operations, or cash flows.

In September 2006, the FASB issued FASB Statement 157, "Fair Value Measurements". FASB No. 157 defines fair value, establishes a framework for measuring fair value under GAAP and expands disclosures about fair value measurements. FASB No. 157 applies under other accounting pronouncements that require or permit fair value measurements. Accordingly, FASB No. 157 does not require any new fair value measurements. However, for some entities, the application of FASB No. 157 will change current practice. The changes to current practice resulting from the application of FASB No. 157 relate to the definition of fair value, the methods used to measure fair value and the expanded disclosures about fair value measurements. The provisions of FASB No. 157 are effective as of January 1, 2008, with the cumulative effect of the change in accounting principle recorded as an adjustment to opening retained earnings. However, delayed application of this statement is permitted for nonfinancial assets and nonfinancial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), until fiscal years beginning after November 15, 2008, and interim periods within those fiscal years. The adoption of FASB No. 157 did not have a material impact on the Company's financial position, results of operations, or cash flows.

In February 2007, Statement of Financial Accounting Standards No. 159, “ *The Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No. 115* ,” was issued. This standard allows a company to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and financial liabilities on a contract-by-contract basis, with changes in fair value recognized in earnings. The provisions of this standard are effective as of the beginning of our fiscal year 2008, with early adoption permitted. The adoption of FASB No. 159 did not have a material impact on the Company's financial position, results of operations, or cash flows.

In March 2007, EITF Issue No. 06-10, "Accounting for Collateral Assignment Split-Dollar Life Insurance Agreements". EITF 06-10 provides guidance for determining a liability for the postretirement benefit obligation as well as recognition and measurement of the associated asset on the basis of the terms of the collateral assignment agreement. EITF 06-10 is effective for fiscal years beginning after December 15, 2007. The adoption of EITF 06-10 did not have a material impact on the Company's financial position, results of operations, or cash flows.

In December 2007, FASB issued SFAS No. 141(R), *Business Combinations* and SFAS No. 160, *Accounting and Reporting of Noncontrolling Interest in Consolidated Financial Statements, an amendment of ARB No. 51* . These new standards will significantly change the accounting for and reporting of business combinations and non-controlling (minority) interests in consolidated financial statements. Statement Nos. 141(R) and 160 are required to be adopted simultaneously and are effective for the first annual reporting period beginning on or after December 15, 2008. Earlier adoption is prohibited. The Company is currently evaluating the impact of adopting SFAS Nos. 141(R) and SFAS 160 on its financial statements.

In December 2007, the SEC issued Staff Accounting Bulletin No. 110. SAB 110 permits companies to continue to use the simplified method, under certain circumstances, in estimating the expected term of “plain vanilla” options beyond December 31, 2007. SAB 110 updates guidance provided in SAB 107 that previously stated that the Staff would not expect a company to use the simplified method for share option grants after December 31, 2007. The Company does not have any outstanding stock options issued before December 31, 2007.

In March 2008, FASB issued SFAS No. 161, " *Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133* ". SFAS 161 requires enhanced disclosures about an entity's derivative and hedging activities. SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2009. The Company is currently evaluating the impact of SFAS 161 on its financial statements but does not expect it to have a material effect

In May 2008, FASB issued SFAS No. 162, " *The Hierarchy of Generally Accepted Accounting Principles* ". SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with GAAP in the United States. SFAS 162 is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to AU Section 411, *The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles*. The adoption of FASB No. 162 did not have a material impact on the Company's financial position, results of operations, or cash flows.

In May 2008, FASB issued SFAS No. 163, " *Accounting for Financial Guarantee Insurance Contracts—an interpretation of FASB Statement No. 60* ". SFAS 163 interprets Statement 60 and amends existing accounting pronouncements to clarify their application to the financial guarantee insurance contracts included within the scope of that Statement. SFAS 163 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2011. The Company is currently evaluating the impact of SFAS 163 on its financial statements but does not expect it to have a material effect.

#### Note 4 — Acquisition of Substantially All of the Assets of Optex Texas

##### *Acquisition of Assets of Optex Texas by Optex Delaware on October 14, 2008*

On October 14, 2008, in a purchase transaction that was consummated via public auction, Optex Delaware (Successor) purchased all of the assets of Optex Texas (Predecessor) in exchange for \$15 million of IRSN debt owned by it and the assumption of approximately \$3.8 million of certain Optex Texas liabilities. The \$15 million of IRSN debt was contributed by Longview and Alpha to Optex Delaware, Arland Holdings, Ltd. as discussed below, in exchange for a \$6 million note payable from Optex Delaware and a \$9 million equity interest in Optex Delaware (which consisted of the issuance by Optex Delaware of 45,081,350 and 4,918,650 shares of its common stock to each of Longview Fund and Alpha, respectively). On October 30, 2008, Alpha sold its Optex Delaware common stock to Arland Holdings, Ltd. There was no contingent consideration associated with the purchase. Longview and Arland Holdings, Ltd., owned Optex Delaware until February 20, 2009, when Longview sold 100% of its equity interests in Optex Delaware to Sileas, as discussed below.

Optex Delaware purchased all of the assets of Optex Texas, including: intellectual property, production processes and know-how, and outstanding contracts and customer relationships. Optex Delaware also assumed certain liabilities of Optex Texas consisting of accounts payable and accrued liabilities. The Company's management intends to improve the business's ability to serve its existing customers and to attract new customers by providing quality products and superior service which will be achieved by improving the Company's working capital availability as opposed to the limited working capital that was available during the time period in which the assets were owned by IRSN.

Optex Delaware has allocated the consideration for its acquisition of the Purchased Assets among tangible and intangible assets acquired and liabilities assumed based upon their fair values. Assets that met the criteria for recognition as intangible assets apart from goodwill were also valued at their fair values.

The purchase price was assigned to the acquired interest in the assets and liabilities of the Company as of October 14, 2008 as follows:

<b>Assets:</b>	
Current assets, consisting primarily of inventory of \$5,383,929 and accounts receivable of \$1,404,434	\$ 7,330,910
Identifiable intangible assets	4,036,789
Purchased Goodwill	7,110,416
Other non-current assets, principally property and equipment	<u>343,898</u>
<b>Total assets</b>	<b><u>\$18,822,013</u></b>
<b>Liabilities:</b>	
Current liabilities, consisting of accounts payable of \$1,953,833 and accrued liabilities of \$1,868,180	<u>3,822,013</u>
<b>Acquired net assets</b>	<b><u>\$15,000,000</u></b>

The following table summarizes the estimate of the fair values of the intangible assets as of the asset transfer date:

	<b>Total</b>
Contracted Backlog - Existing Orders	\$ 2,763,567
Program Backlog - Forecasted IDIQ awards	<u>1,273,222</u>
Total Intangible Asset to be amortized	<u><u>\$ 4,036,789</u></u>

Identifiable intangible assets primarily consist of customer and program backlog and will be amortized between general and administrative expenses and costs of sales according to their respective estimated useful lives as follows:

		2009	2010	2011	2012	2013
Contracted backlog amortized by delivery schedule	COS	\$ 1,666,559	\$ 718,289	\$ 126,158	\$ 19,614	\$ 4,762
Contracted backlog amortized by delivery schedule	G&A	149,990	64,646	11,354	1,765	429
Program backlog amortized straight line across 5 years	G&A	254,645	254,645	254,645	254,645	254,645
<b>Total Amortization by Year</b>		<b><u>\$ 2,071,194</u></b>	<b><u>\$ 1,037,580</u></b>	<b><u>\$ 392,157</u></b>	<b><u>\$ 276,024</u></b>	<b><u>\$ 259,834</u></b>

The accompanying unaudited pro forma financial information for the consolidated predecessor and successor three and nine months ended June 28, 2009 and successor three and nine months ended June 29, 2008 present the historical financial information of the accounting acquirer. The pro forma financial information is presented for informational purposes only. Such information is based upon the standalone historical results of each entity and does not reflect the actual results that would have been reported had the acquisition been completed when assumed, nor is it indicative of the future results of operations for the combined enterprise.

Pro forma revenue and earnings per share information is presented cumulatively in Note 5.

#### **Secured Promissory Note Issued in Connection with Purchase by Optex Delaware (Successor)**

In connection with the public sale of the Optex Texas (Predecessor) assets to Optex Delaware (Successor), Optex Delaware delivered to Longview and Alpha Secured Promissory Notes, due September 19, 2011, in the principal amounts of \$5,409,762 and \$540,976, respectively. On February 20, 2009, Longview sold its Optex Delaware promissory note to Sileas, as described below. On March 27, 2009, Sileas and Alpha exchanged their Notes plus accrued and unpaid interest thereon for 1,027 shares of Optex Delaware Series A Preferred Stock.

#### **Acquisition by Sileas on February 20, 2009**

On February 20, 2009, Sileas purchased 100% of the equity and debt interest held by Longview, representing 90% of Optex Delaware, in the "Acquisition". As of the date of this transaction, Sileas is the majority owner of the Company.

#### **Secured Promissory Note Due February 20, 2012/Longview Fund, LP**

As a result of the transaction described above between Sileas and Longview Fund, LP on February 20, 2009, Sileas, currently majority owner of the Company, executed and delivered to Longview, a Secured Promissory Note due February 20, 2012 in the principal amount of \$13,524,405. The Note bears simple interest at the rate of 4% per annum, and the interest rate upon an event of default increases to 10% per annum. In the event the Company sells or conveys all or substantially all its assets to a third party entity for more than nominal consideration, other than a Reorganization into Sileas or reincorporation in another jurisdiction, then this Note shall be immediately due and owing without demand. In the event that a Major Transaction occurs prior to the maturity date resulting in the Borrower receiving Net Consideration with a fair market value in excess of the principal and interest due under the terms of this Secured Note, (the "Optex Consideration"), then in addition to paying the principal and interest due, Sileas shall also pay an amount equal to 90% of the Optex Consideration. The obligations of Sileas under the Note are secured by a security interest in the Company's common and preferred stock owned by Sileas that was granted to Longview pursuant to a Stock Pledge Agreement delivered by Sileas to Longview and also by a lien on all of the assets of Sileas.

The Company has not guaranteed the note and Longview is not entitled to pursue the Company in the event of a default by Sileas. Therefore, there are no actual or potential cash flow commitments from the Company. In the event of default by Sileas on its obligations under the note, Longview would only be entitled to receive the Company common and preferred stock held by Sileas.

## **Note 5 –Reorganization Plan and Private Placement**

### **Reorganization/Share Exchange**

On March 30, 2009, the Reorganization occurred whereby the then existing shareholders of Optex Delaware exchanged their shares of common stock with the shares of common stock of the Company as follows: (i) the outstanding 85,000,000 shares of Optex Delaware common stock were exchanged by the Company for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Delaware Series A Preferred Stock be exchanged by the Company for 1,027 shares of Company Series A Preferred Stock and (iii) the 8,131,667 shares of Optex Delaware common stock purchased in the private placement were exchanged by the Company for 8,131,667 shares of Company common stock. Following the Reorganization, Optex Delaware remained a wholly-owned subsidiary of the Company.

Shares outstanding of the Company just prior to the close consisted of 19,999,991 shares of which 1,250,000 shares were issued on March 27, 2009 as payment for Investor Relations Services, of which 700,000 were surrendered to the Company upon termination of one of the Investor Relations contracts in June 2009. See Note 11 – “Subsequent Events” for a further discussion of the termination of the relationship with one of the Company’s investor relations firms and appointment of a replacement service provider.

### **Private Placement**

Simultaneously with the closing of the Reorganization Agreement, as of March 30, 2009 , the Company accepted subscriptions from accredited investors for a total of 27.1 units (the "Units"), for \$45,000 per Unit, with each Unit consisting of 300,000 shares of common stock, of the Company and warrants to purchase 300,000 shares of common stock for \$0.45 per share for a period of five years from the initial closing, which were issued by the Company after the closing referenced above. Gross proceeds to the Company were \$1,219,750, and after deducting (i) a cash finder’s fee of \$139,555, (ii) non-cash consideration of indebtedness owed to an investor of \$146,250, and (iii) stock issuance costs of \$59,416, net proceeds were \$874,529. The finder also received five year warrants to purchase 2.39 Units, at an exercise price of \$49,500 per unit.

The following table represents the Reorganization and Private Placement transactions which occurred on March 30, 2009 reflected in March 29, 2009 statements due to the election to report as of the accounting acquirers’ period end:

**Optex Systems Holdings, Inc.****Balance Sheet Adjusted for Reorganization and Private Placement**

	<b>Unaudited Quarter Ended March 29, 2009</b>	<b>Reorganization Adjustments (1)</b>	<b>Private Placement Adjustments</b>	<b>Unaudited Quarter Ended March 29, 2009</b>
<b>Assets</b>				
Current Assets	\$ 8,880,436	\$ 187,500	\$ 929,738	\$ 9,997,674
Non current Assets	<u>10,422,425</u>	<u>-</u>	<u>-</u>	<u>10,422,425</u>
<b>Total Assets</b>	<b>\$ 19,302,861</b>	<b>\$ 187,500</b>	<b>\$ 929,738</b>	<b>\$ 20,420,099</b>
<b>Liabilities</b>				
Loans Payable	146,709		(146,250)	459
Other Current Liabilities	<u>4,416,403</u>	<u>-</u>	<u>55,209</u>	<u>4,471,612</u>
<b>Total Liabilities</b>	<b>\$ 4,563,112</b>	<b>\$ -</b>	<b>\$ (91,041)</b>	<b>\$ 4,472,071</b>
<b>Equity</b>				
Optex Systems Holdings, Inc. – (par \$0.001 per share, 200,000,000 shares authorized, 141,464,940 shares issued and outstanding as of March 29, 2009)	113,333	20,000	8,132	141,465
Optex Systems Holdings, Inc. Preferred Stock (par value \$0.001 per share, 5,000 shares authorized, 1027 shares of Series A Preferred issued and outstanding)	1			1
Additional Paid in Capital	15,046,446	167,500	1,012,647	16,226,593
Retained Earnings	<u>(420,031)</u>	<u>-</u>	<u>-</u>	<u>(420,031)</u>
<b>Total Stockholders Equity</b>	<b>\$ 14,739,749</b>	<b>\$ 187,500</b>	<b>\$ 1,020,779</b>	<b>\$ 15,948,028</b>
<b>Total Liabilities and Stockholders Equity</b>	<b>\$ 19,302,861</b>	<b>\$ 187,500</b>	<b>\$ 929,738</b>	<b>\$ 20,420,099</b>

(1) Sustut Exploration, Inc. Balance Sheet as of the March 30, 2009 Reorganization. Other assets include \$187,500 in prepaid expenses for investor relation services to be realized over the next 12 months. The services were prepaid by the issue of 1,250,000 Sustut shares issued by Sustut prior to March 30, 2009. The prepaid expense covers April 2009 through April 2010 and will be reflected on the consolidated Statement of Operations for the Company as expensed. See Note 11 - Subsequent Events. 700,000 of these shares were returned to the Company subsequent to the quarter end.

The expenses reflected by the Company on its Statement of Operations for the period from April 1, 2009 through March 31, 2010 will be increased by \$46,875 per calendar quarter (as a non-cash expense) as a result of the issuance of the 1,250,000 shares for Investor Relations Services by Sustut and are carried on the Sustut Balance Sheet as a prepaid expense. The same Investor Relations agreements also call for an aggregate cash payment of \$8,000 per month which will increase the expense by an additional \$24,000 per quarter. Therefore, the total impact of the agreements for Investor Relations Services is \$70,875 per quarter (pretax) including both the current cash expense and the amortization of the prepaid expense which is carried on the Condensed Consolidated Balance Sheet of the Company. See Note 11 - Subsequent Events. 700,000 of these shares were returned to the Company subsequent to the quarter end.

The accompanying unaudited pro forma financial information for the consolidated successor and predecessor nine months ended June 28, 2009 and successor nine months ended June 29, 2008 present the historical financial information of the accounting acquirer. The pro forma financial information is presented for information purposes only. Such information is based upon the standalone historical results of each company and does not reflect the actual results that would have been reported had the acquisition been completed when assumed, nor is it indicative of the future results of operations for the combined enterprise.

The following represents condensed pro forma revenue and earnings information for the three and six months ended June 28, 2009 and June 29, 2008 as if the acquisition of Optex Texas and Reorganization Plan had occurred on the first day of each of the years.





	Unaudited		Unaudited	
	Three Months Ended		Nine Months Ended	
	June 28, 2009	June 29, 2008	June 28, 2009	June 29, 2008
Revenues	6,983,930	3,881,053	20,956,300	13,925,073
Net Income (Loss)	(308,553)	145,877	(653,750)	(450,016)
Diluted earnings per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)
<i>Weighted Average Shares Outstanding</i>	<i>141,464,940</i>	<i>141,464,940</i>	<i>141,464,940</i>	<i>141,464,940</i>

The pro forma information depicted above reflect the impacts of reduced interest expense, increased intangible amortization expenses, the elimination of corporate allocation costs from IRSN and the elimination of employee stock bonus compensation previously pushed down from IRSN. There is no expected tax effect of the proforma adjustments for the periods affected in 2008 due to net loss and accumulated retained deficit of IRSN

## Note 6 Commitments and Contingencies

### Leases

The Company leases its office and manufacturing facilities under two non-cancellable operating leases expiring November 2009 and February 2010 in addition to maintaining several non-cancellable operating leases for office and manufacturing equipment. The Company is in negotiation to enter into new leases for the facilities; however, in the event the negotiations are not successful, the Company believes it can secure replacement facilities upon similar terms in the surrounding vicinity. Total expenses under these facility lease agreements for the three and nine months ended June 28, 2009 was \$77,350 and 232,343 respectively. Total expenses for manufacturing and office equipment for the three and nine months ended June 28, 2009 was \$796 and \$2,464, respectively. At June 28, 2009, the remaining minimum lease payments under non-cancelable operating leases for equipment, office and facility space are as follows:

	Operating Leases
Fiscal Years ending September	
2009	\$ 119,461
2010	79,867
2011	16,753
2012	-
2013	-
Thereafter	-
<b>Total minimum lease payments</b>	<b>\$ 216,081</b>

## Note 7 - Debt Financing

### Non-Related parties

**Short Term Note Payable/Longview Fund** - On September 23, 2008, Optex Delaware borrowed \$146,709 from Longview and issued a promissory note dated September 23, 2008, to Longview in connection therewith. Pursuant to an Allonge No. 1 to Promissory Note, dated January 20, 2009, the Maturity Date was extended until March 31, 2009. On March 30, 2009 in conjunction with the Reorganization and Private Placement, Longview Fund purchased 3.25 Units of the Private Placement using \$146,250 of the outstanding Note Payable as consideration for the purchase. (See Note 5).

**Short term note payable (Qioptic)** - On November 20, 2008, Optex Delaware issued a promissory note to Qioptic Limited in the amount of \$117,780. The Note originated as a trade payable as of September 28, 2008 in the amount of \$227,265, and was paid in full as of March 29, 2009.

## Note 8 – Stockholders Equity

### *Common Stock:*

#### **Stock Split**

On March 26, 2009, Optex Delaware’s Board of Directors reconfirmed a 1.7:1 forward split of its common stock to holders of record as of February 23, 2009. Accordingly, as a result of the forward split, the 45,081,350 shares of common stock held by Sileas was split into 76,638,295 shares, and the 4,918,650 shares of common stock held by Arland Holdings, Ltd. was split into 8,361,705 shares.

As of March 30, 2009, Optex Delaware was authorized to issue 200,000,000 shares of \$0.001 par value common stock, of which 85,000,000 shares were issued and outstanding as follows:

Sileas Corporation	76,638,295
Arland Holdings, Ltd.	8,361,705
Total Outstanding	<u>85,000,000</u>

#### **Reorganization & Private Placement:**

On March 29, 2009, as a result of the Reorganization Agreement and Private Placement, the 85,000,000 outstanding shares of Optex Delaware as of March 30, 2009 were exchanged for 113,333,282 shares of the Company (formerly Sustut Exploration, Inc.). An additional 8,131,667 shares were issued as a result of the private placement closed concurrently with the Reorganization.

Each share of stock entitles the holder to one vote on matters brought to a vote of the shareholders.

The company granted an officer at the consummation of the reorganization, options: to purchase 1,414,649 shares with exercise price of \$0.15 per share. The options vest 34% one year following the date of grant, and 33% on each of the second and third anniversaries following the date of grant. See Note 10 - Stock Based Compensation.

#### ***Series A Preferred Stock***

On March 24, 2009, the Company filed a Certificate of Designation with the Secretary of State of the State of Delaware authorizing a series of preferred stock, under its articles of incorporation, known as “Series A Preferred Stock”. This Certificate of Designation was approved by the Company’s Board of Directors and Shareholders at a Board Meeting and Shareholders Meeting held on February 25, 2009. The Certificate of Designation sets forth the following terms for the Series A Preferred Stock: (i) number of authorized shares: 1,027; (ii) per share stated value: \$6,000; (iii) liquidation preference per share: stated value; (iv) conversion price: \$0.15 per share as adjusted from time to time; and (v) voting rights: votes along with the common stock on an as converted basis with one vote per share.

The Series A Preferred Stock entitles the holders to receive cumulative dividends at the rate of 6% per annum payable in cash at the discretion of Board of Directors. Each share of preferred stock is immediately convertible into common shares at the option of the holder which entitles the holder to receive the equivalent number of common shares equal to the stated value of the preferred shares divided by the conversion price, which was initially set at \$0.15 per share.

Holders of preferred shares receive preferential rights in the event of liquidation. Additionally the preferred stock shareholders are entitled to vote together with the common stock on an “as-converted” basis.

On March 27, 2009, Sileas and Alpha exchanged their promissory notes in the total amount of \$6,000,000 plus accrued and unpaid interest thereon into 1,027 shares of Series A Preferred Stock. On March 30, 2009 shares of Optex Systems, Inc. Series A Preferred Stock was exchanged on a 1:1 basis for Series A Preferred Stock of the Company.

## Note 9—Earnings/Loss Per Share

Basic earnings per share is computed by dividing income available to common shareholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) for the period. Diluted earnings per share is computed by assuming that any dilutive convertible securities outstanding were converted, with related preferred stock dividend requirements and outstanding common shares adjusted accordingly. In a loss year, the calculation for basic and diluted earnings per share is considered to be the same, as the impact of potential common shares is anti-dilutive. At June 28, 2009 there were 2,681,649 stock options that could dilute future earnings, as compared to zero stock options at June 29, 2008.

The following table sets forth the computation of basic and diluted net loss attributable to common stockholders per share for the three and nine months ended June 28, 2009, and June 29, 2008.

	<b>Successor</b>	<b>Predecessor</b>	<b>Successor</b>	<b>Predecessor</b>	<b>Predecessor</b>
	<b>Three Months</b>	<b>Three Months</b>	<b>For the period</b>	<b>For the period</b>	<b>Nine Months</b>
	<b>ended June 28,</b>	<b>ended June 29,</b>	<b>October 15, 2008</b>	<b>September 29,</b>	<b>ended June 29,</b>
	<b>2009</b>	<b>2008</b>	<b>through June 28,</b>	<b>October 14,</b>	<b>ended June 29,</b>
	<b>2009</b>	<b>2008</b>	<b>2009</b>	<b>2008</b>	<b>2008</b>
<b>Numerator:</b>					
Net loss	\$ (308,553)	\$ (241,147)	\$ (728,584)	\$ 65,332	\$ (1,613,196)
<b>Denominator:</b>					
Weighted average shares	141,464,940	10,000	122,744,977	10,000	10,000
<b>Basic and diluted net loss per share</b>	<b>\$ (0.00)</b>	<b>\$ (24.11)</b>	<b>\$ (0.01)</b>	<b>\$ 6.53</b>	<b>\$ (161.32)</b>

## Note 10-Stock Based Compensation

On March 26, 2009, the Board of Directors and Shareholders of Sustut adopted the 2009 Stock Option Plan providing for the issuance of up to 6,000,000 shares to Company officers, directors, employees and to independent contractors who provide services to the Company.

Options granted under the 2009 Stock Option Plan vest as determined by the Board of Directors of the Company or committee set up to act as a compensation committee of the Board of Directors and terminate after the earliest of the following events: expiration of the option as provided in the option agreement, 90 days subsequent to the date of termination of the employee, or ten years from the date of grant (five years from the date of grant for incentive options granted to an employee who owns more than 10% of the total combined voting power of all classes of the Company stock at the date of grant). In some instances, granted stock options are immediately exercisable into restricted shares of common stock, which vest in accordance with the original terms of the related options. The Company recognizes compensation expense ratably over the requisite service period.

The option price of each share of common stock shall be determined by the Board of Directors or compensation committee (when one is established), provided that with respect to incentive stock options, the option price per share shall in all cases be equal to or greater than 100% of the fair value of a share of common stock on the date of the grant, except an incentive option granted under the 2009 Stock Option Plan to a shareholder that owns more than 10% of the total combined voting power of all classes of the Company stock, shall have an exercise price of not less than 110% of the fair value of a share of common stock on the date of grant. No participant may be granted incentive stock options, which would result in shares with an aggregate fair value of more than \$100,000 first becoming exercisable in one calendar year.

On March 30, 2009, 1,414,649 stock options with an exercise price of \$0.15 were granted to an officer of the Company which vest as follows: 34% after the first year, and 33% each after the second and third years. These options carry a grant expiration date of seven years after issuance. On May 14, 2009, 1,267,000 stock options were issued to other Company employees, including 250,000 shares to one Company officer. These stock options vest 25% per year after each year of employment and carry a grant expiration date of seven years after issuance. For shares granted as of May 14, 2009, the Company anticipates an annualized employee turnover rate of 3% per year, and as such anticipate that only 1,174,786 of the 1,267,000 shares will vest as of the end of the contract term. As of June 28, 2009 none of the stock options had vested.

For the three months and nine months ended June 28, 2009, the Company recorded compensation costs for options and shares granted under the plan amounting to \$15,174. There were no stock options or shares granted or outstanding prior to September 28, 2008, therefore no compensation expense was recorded in 2008. The impact of this expense was immaterial to the basic and diluted net loss per share for the three months and nine months ended June 28, 2009. A deduction is not allowed for income tax purposes until nonqualified options are exercised. The amount of this deduction will be the difference between the fair value of the Company's common stock and the exercise price at the date of exercise. For the three months ended June 28, 2009 estimated deferred tax assets were deemed immaterial and have not been recorded for the tax effect of the financial statement expense. The tax effect of the income tax deduction in excess of the financial statement expense, if any, will be recorded as an increase to additional paid-in capital. No tax deduction is allowed for incentive stock options. Accordingly no deferred tax asset is recorded for GAAP expense related to these options.

Management has valued the options at their date of grant utilizing the Black Scholes option pricing model. The fair value of the underlying shares was determined based on the closing price of the Company's publicly-traded shares as of June 26, 2009.

Further, the expected volatility was calculated using the historical volatility of a diversified index of companies in the defense, homeland security, and space industry in accordance with Question 6 of SAB Topic 14.D.1. In making this determination and trying to find another similar company, the Company considered the industry, stage of life cycle, size and financial leverage of such other entities. Based on the development stage of the Company, similar companies with enough historical data were not available. The Company utilized the three year volatility of the SPADE Defense Index, which is a diversified index of 58 companies in the same industry as the Company. The risk-free interest rate is based on the implied yield available on U.S. Treasury issues with an equivalent term approximating the expected life of the options depending on the date of the grant and expected life of the options. The expected life of options used was based on the contractual life of the option granted. The Company determined the expected dividend rate based on the assumption and expectation that earnings generated from operations are not expected to be adequate to allow for the payment of dividends in the near future. The following weighted-average assumptions were utilized in the fair value calculations for options granted:

	<b>Nine months Ended June 28, 2009</b>
Expected dividend yield	<b>0 %</b>
Expected stock price volatility	<b>27.8 %</b>
Risk-free interest rate (1)	<b>2.8%-4.07 %</b>
Expected life of options	<b>4.5 to 7 Years</b>

- (1) 2.8% for grant expected life less than 7 years  
(2) 4.07% for grant expected life of 7 years.

The Company has granted stock options to officers and employees as follows:

Date of Grant	Shares Granted	Exercise Price	Shares Outstanding As of 06/28/09	Expiration Date	Vesting Date
03/30/09	480,981	\$ 0.15	480,981	03/29/2016	03/30/2010
03/30/09	466,834	0.15	466,834	03/29/2016	03/30/2011
03/30/09	466,834	0.15	466,834	03/29/2016	03/30/2012
05/14/09	316,750	0.15	316,750	05/13/2016	05/14/2010
05/14/09	316,750	0.15	316,750	05/13/2016	05/14/2011
05/14/09	316,750	0.15	316,750	05/13/2016	05/14/2012
05/14/09	316,750	0.15	316,750	05/13/2016	05/14/2013
Total			<u>2,681,649</u>		

The following table summarizes the status of the Company's aggregate stock options granted under the incentive stock option plan:

Subject to Exercise	Number of Shares Remaining Options	Weighted Average Intrinsic Price	Weighted Average Life (Years)	Aggregate Value
<b>Outstanding as of June 29, 2008</b>	-	\$ -	-	-
Granted – 2009	2,681,649	\$ 0.09	5.38	\$ 233,049
Forfeited – 2009	-	\$ -	-	-
Exercised – 2009	-	\$ -	-	-
<b>Outstanding as of June 28, 2009</b>	<u>2,681,649</u>	\$ 0.09	5.38	\$ 233,049
<b>Exercisable as of June 28, 2009</b>	<u>0</u>	\$ -	-	\$ -

The weighted-average grant date fair value of options granted during the nine months ended June 28, 2009 was \$0.14. The total intrinsic value of options exercised during the nine months June 28, 2009 was \$ 0.0

The following table summarizes the status of the Company's aggregate non-vested shares granted under the 2009 Stock Option Plan (See Note 9):

	Number of Non- vested Shares Subject to Options	Weighted- Average Grant- Date Fair Value
<b>Non-vested as of June 28, 2009</b>	-	\$ -
Non-vested granted — nine months ended June 28, 2009	2,681,649	\$ 0.14
Vested — nine months ended June 28, 2009	-	\$ 0.00
Forfeited — nine months ended June 28, 2009	-	\$ -
<b>Non-vested as of June 28, 2009</b>	<u>2,681,649</u>	<u>\$ 0.14</u>

As of June 28, 2009, the unrecognized compensation cost related to non-vested share based compensation arrangements granted under the plan that was approximately \$357,196. These costs are expected to be recognized on a straight line basis from March 30, 2009 through May 13, 2013. The total fair value of options and shares vested during the year period ended June 28, 2009 was \$0.0.

#### Note 11-Subsequent Events

On June 26, 2009, the Company terminated its Investor Relations Agreement with American Capital Ventures, Inc., and pursuant to this termination, American Capital Ventures returned 700,000 of the 1,000,000 restricted shares of Company common stock it received pursuant to the agreement.

Effective as of June 29, 2009, the Company entered into a Consulting Agreement with ZA Consulting, Inc. for the provision of consulting services to the Company's management including investor support; broker relations; conducting due diligence meetings with brokers, analysts, institutional money managers and financial media companies; attendance at investor conferences and trade shows; and assistance in the preparation and dissemination of press releases and stockholder communications. ZA Consulting will also assist the Company with corporate communications involving brand, product, and corporate awareness. The term of the Agreement is for one year terminating June 30, 2010. For services rendered, ZA Consulting was paid \$150,000 upon execution of the Agreement and will receive \$5,000 and 40,000 shares of restricted common stock per month for the duration of the agreement.

The expenses reflected by the Company on its Statement of Operations for the period from June 29, 2009 through June 27, 2010 will be increased by \$36,000 over the next twelve months due to amortization of the prepaid expense of \$150,000 and non cash related stock issues as a result of the change in firms.

Subsequent events were evaluated through August 12, 2009, the date the financial statements were issued.

**Note 12-Restatement of September 28, 2008 financial statements**

As a result of Securities and Exchange Commission comments, we have reissued the financial statements to restate the following:

The Company reclassified the asset impairment of goodwill from other expenses to an operating expense. This reclassification increased the loss from operations by \$1,586,416 to \$4,653,743 with no change to the net loss.

Note 2 has been restated to accurately reflect the Company's revenue recognition policy.

The above restatements have no affect on the balance sheet, statements of stockholders' equity, net loss or cash flows for the year ended September 28, 2008.

**Note 13-Restatement of June 28, 2009 financial statements**

The presentation of the October 14, 2008 Optex Delaware acquisition of all the assets and certain liabilities of Optex Texas has been restated to properly reflect Optex Delaware as the Successor entity and Optex Texas as the Predecessor entity.

**OPTEX SYSTEMS, INC.**  
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and  
Stockholders of Optex Systems, Inc.  
Richardson, Texas

We have audited the accompanying balance sheets of Optex Systems, Inc. (the Company) as of September 28, 2008 and September 30, 2007, and the related statements of operations, stockholders' equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 15 to the financial statements, the Company restated the previously issued financial statements for September 28, 2008 and September 30, 2007 as the result of Securities and Exchange Commission (SEC) comments. The restatements have no effect on the balance sheet, statements of stockholders' equity, net loss or cash flows for the years ended September 28, 2008 or September 30, 2007.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Optex Systems, Inc. as of December September 28, 2008 and September 30, 2007, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

/s/Rotenberg & Co., LLP

Rotenberg & Co., LLP  
Rochester, New York  
April 3, 2009 except for Note 15, as to which the date is August 30, 2009



**Optex Systems, Inc.**  
Balance Sheets

**September 28, 2008**    **September 30, 2007**

**ASSETS**

**Current Assets**

Cash	\$ 170,183	\$ 504,753
Accounts Receivable	2,454,235	2,043,634
Net Inventory	4,547,726	6,112,565
Prepaid Expenses	<u>307,507</u>	<u>17,072</u>

**Total Current Assets** **7,479,651**                      **8,678,024**

**Property and Equipment**

Property Plant and Equipment	1,314,109	1,196,543
Accumulated Depreciation	<u>(994,542)</u>	<u>(830,108)</u>

**Total Property and Equipment** **319,567**                      **366,435**

**Other Assets**

Security Deposits	20,684	20,684
Intangibles	1,100,140	1,696,507
Goodwill	<u>10,047,065</u>	<u>11,633,481</u>

**Total Other Assets** **11,167,889**                      **13,350,672**

**Total Assets** **\$ 18,967,107**                      **\$ 22,395,131**

*The accompanying notes are an integral part of these financial statements*

**Optex Systems, Inc.**  
Balance Sheets - continued

	<u>September 28, 2008</u>	<u>September 30, 2007</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 1,821,534	\$ 3,381,508
Accrued Expenses	798,974	371,320
Accrued Warranties	227,000	-
Accrued Contract Losses	821,885	1,377,348
Loans Payable	373,974	-
Income Tax Payable	4,425	25,969
<b>Total Current Liabilities</b>	<b>4,047,792</b>	<b>5,156,145</b>
<b>Other Liabilities</b>		
Note Payable	2,000,000	2,000,000
Accrued Interest on Note	336,148	136,148
Due to IRSN (Parent)	4,300,151	1,987,870
<b>Total Other Liabilities</b>	<b>6,636,299</b>	<b>4,124,018</b>
<b>Total Liabilities</b>	<b>10,684,091</b>	<b>9,280,163</b>
<b>Stockholders' Equity</b>		
Common Stock (no par 100,000 authorized, 18,870 shares issued and 10,000 shares outstanding)	164,834	164,834
Treasury Stock (8,870 shares at cost)	(1,217,400)	(1,217,400)
Additional Paid-in-capital	15,246,282	15,246,282
Retained Earnings (Deficit)	(5,910,700)	(1,078,748)
<b>Total Stockholders' Equity</b>	<b>8,283,016</b>	<b>13,114,968</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 18,967,107</b>	<b>\$ 22,395,131</b>

*The accompanying notes are an integral part of these financial statements*

**Optex Systems, Inc.**  
Statements of Operations

	<b>Restated Year Ended September 28, 2008</b>	<b>Year Ended September 30, 2007</b>
<b>Revenues</b>	<b>\$ 20,017,209</b>	<b>\$ 15,406,186</b>
<b>Cost of Goods Sold</b>	<b>18,145,211</b>	<b>17,361,378</b>
<b>Gross Margin</b>	<b>1,871,998</b>	<b>(1,955,192)</b>
<b>General and Administrative</b>		
Salaries and Wages	910,854	876,366
Employee Benefits	190,489	222,433
Employee Stock Bonus Plan	378,716	388,756
Amortization of Intangibles	223,491	223,835
Rent, Utilities and Building Maintenance	228,694	210,936
Legal and Accounting Fees	223,715	374,845
Consulting and Contract Service Fees	325,723	212,925
Corporate Allocations	2,076,184	2,010,027
Asset Impairment of Goodwill	1,586,416	-
Other Expenses	381,459	361,932
<b>Total General and Administrative</b>	<b>\$ 6,525,741</b>	<b>\$ 4,882,055</b>
<b>Operating Loss</b>	<b>\$ (4,653,743)</b>	<b>\$ (6,837,247)</b>
<b>Other Expenses</b>		
Interest Expense – Net	199,753	136,148
<b>Total Other</b>	<b>199,753</b>	<b>136,148</b>
<b>Loss Before Taxes</b>	<b>(4,853,496)</b>	<b>(6,973,395)</b>
Income Taxes (Benefit)	(21,544)	(162,541)
<b>Net Loss After Taxes</b>	<b>\$ (4,831,952)</b>	<b>\$ (6,810,854)</b>
<b>Basic and diluted loss per share</b>	<b>\$ (483.20)</b>	<b>\$ (681.09)</b>
<b>Weighted Average Common Shares Outstanding</b>	<b>10,000</b>	<b>10,000</b>

*The accompanying notes are an integral part of these financial statements*

Optex Systems, Inc.  
Statements of Cash Flows

	<b>Year Ended September 28, 2008</b>	<b>Year Ended September 30, 2007</b>
<b>Cash flows from operating activities:</b>		
Net Loss	<u>\$ (4,831,952)</u>	<u>\$ (6,810,854)</u>
<b>Adjustments to reconcile net loss to net cash used in operating activities:</b>		
Depreciation and amortization	760,801	1,068,938
Provision for (use of) allowance for inventory valuation	(102,579)	701,308
Noncash interest expense	200,000	136,148
(Gain) loss on disposal and impairment of assets	1,586,416	-
(Increase) decrease in accounts receivable	(410,602)	688,023
(Increase) decrease in inventory (net of unliquidated progress payments)	1,667,418	(1,124,352)
(Increase) decrease in other current assets	(290,435)	(757)
(Increase) decrease in other assets	-	(530)
Increase (decrease) in accounts payable and accrued expenses	(1,132,319)	61,917
Increase (decrease) in accrued warranty costs	227,000	-
Increase (decrease) in due to parent	2,312,280	2,385,105
Increase (decrease) in accrued estimated loss on contracts	(555,462)	1,377,348
Increase (decrease) in income taxes payable	(21,544)	30,558
<b>Total adjustments</b>	<b><u>4,240,974</u></b>	<b><u>5,323,706</u></b>
<b>Net cash (used)/provided by operating activities</b>	<b><u>(590,978)</u></b>	<b><u>(1,487,149)</u></b>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	<u>(117,566)</u>	<u>(61,465)</u>
<b>Net cash used in investing activities</b>	<b><u>(117,566)</u></b>	<b><u>(61,465)</u></b>
<b>Cash flows from financing activities:</b>		
Proceeds from Notes Payable	373,974	2,000,000
<b>Net cash provided by financing activities</b>	<b><u>373,974</u></b>	<b><u>2,000,000</u></b>
Net increase (decrease) in cash and cash equivalents	(334,570)	451,385
Cash and cash equivalents at beginning of period	504,753	53,367
<b>Cash and cash equivalents at end of period</b>	<b><u>\$ 170,183</u></b>	<b><u>\$ 504,753</u></b>
<b>Noncash investing and financing activities:</b>		
Irvine Sensors purchase of remaining 30% interest in Optex Texas pushed down to subsidiary's equity		
Intangible Assets	-	954,000
Goodwill	-	3,223,633
Other	-	(10,093)
Additional Paid in Capital	<u>\$ -</u>	<u>\$ 4,167,540</u>
<b>Supplemental cash flow information:</b>		
Cash paid for interest	-	-
Cash paid for taxes	-	\$ 6,681

*The accompanying notes are an integral part of these financial statements*

Optex Systems, Inc.  
Statements of Stockholders' Equity

	<u>Number of Outstanding Shares</u>	<u>Common Stock</u>	<u>Treasury Stock</u>	<u>Additional Paid in Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholders Equity</u>
Balance at September 30, 2006	10,000	\$ 164,834	\$ (1,217,400)	\$11,078,742	\$ 5,732,106	\$ 15,758,282
Net Earnings (Loss) from continuing operations					(6,810,854)	(6,810,854)
30% acquisition of Optex by Irvine Sensors pushed down to subsidiary's equity				4,167,540		4,167,540
Balance at September 30, 2007	10,000	\$ 164,834	\$ (1,217,400)	\$15,246,282	\$ (1,078,748)	\$ 13,114,968
Net Earnings (Loss) from continuing operations					(4,831,952)	(4,831,952)
Balance at September 28, 2008	<u>10,000</u>	<u>\$ 164,834</u>	<u>\$ (1,217,400)</u>	<u>\$15,246,282</u>	<u>\$ (5,910,700)</u>	<u>\$ 8,283,016</u>

*The accompanying notes are an integral part of these financial statements*

## **Note 1 - Organization and Operations**

Optex Systems, Inc. (“Optex Texas”) was a privately held Texas Subchapter “S” Corporation from inception in 1987 until December 30, 2005 when 70% of the issued and outstanding stock was acquired by Irvine Sensors Corp. (“IRSN”) and Optex Texas was automatically converted to a Subchapter “C” Corporation. On December 29, 2006, the remaining 30% equity interest in Optex Texas was purchased by IRSN.

On October 14, 2008, certain senior secured creditors of IRSN, Longview Fund, L.P. (“Longview Fund”) and Alpha Capital Anstalt (“Alpha”) formed Optex Systems, Inc., a Delaware Corporation, (“Optex Delaware” or “Successor”), which acquired all of the assets and assumed certain liabilities of Optex Texas in a transaction that was consummated via purchase at a public auction. After this asset purchase, Optex Texas remained a wholly-owned subsidiary of IRSN.

Optex Texas’ operations are based in Richardson, Texas in a leased facility comprising 49,100 square feet. As of fiscal year ended September 28, 2008 Optex Texas operated with 109 full-time equivalent employees.

Optex Texas manufactures optical sighting systems and assemblies primarily for Department of Defense (DOD) applications. Its products are installed on a variety of U.S. military land vehicles such as the Abrams and Bradley fighting vehicles, Light Armored and Advanced Security Vehicles and have been selected for installation on the Future Combat Systems Stryker vehicle. Optex Texas also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Optex Texas’s products consist primarily of build to customer print products that are delivered both directly to the military services and to other defense prime contractors.

In May 2008, Optex Texas was awarded ISO9001:2000 certification.

## **Note 2 - Accounting Policies**

### **Basis of Presentation**

The accompanying financial statements include the historical accounts of Optex Texas. The financial statements have been presented as subsidiary-only financial statements, reflecting the balance sheets, results of operations and cash flows of the subsidiary as a stand-alone entity.

Although, Optex Texas was majority-owned by IRSN during the fiscal periods presented, no accounts of IRSN or the effects of consolidation with IRSN have been included in the accompanying financial statements.

The financial statements have been presented on the basis of push down accounting in accordance with Staff Accounting Bulletin No. 54 *Application of “Push Down” Basis of Accounting in Financial Statements of Subsidiaries Acquired by Purchase*. SAB 54 states that the push down basis of accounting should be used in a purchase transaction in which the entity becomes wholly-owned. Under the push down basis of accounting certain transactions incurred by the parent company, which would otherwise be accounted for in the accounts of the parent, are “pushed down” and recorded on the financial statements of the subsidiary. Accordingly, items resulting from the purchase transaction such as goodwill, debt incurred by the parent to acquire the subsidiary and other cost related to the purchase have been recorded on the financial statements of Optex Texas.

**Use of Estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

**Segment Reporting:** Management has determined that Optex Texas is organized, managed and internally reported as one business segment. Segments are determined based on differences in products, internal reporting and how operational decisions are made.

**Fiscal Year:** Optex Texas' fiscal year ends on the Sunday nearest September 30. Fiscal year 2008 ended on September 28, 2008 and included 52 weeks. Fiscal year 2007 ended on September 30 and included 52 weeks.

**Fair Value of Financial Instruments:** FASB No. 107, "Disclosures about Fair Value of Financial Instruments," requires disclosure of fair value information about certain financial instruments, including, but not limited to, cash and cash equivalents, accounts receivable, refundable tax credits, prepaid expenses, accounts payable, accrued expenses, notes payable to related parties and convertible debt-related securities. Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of fiscal years ended September 28, 2008 and September 30, 2007. The carrying value of the balance sheet financial instruments included in Optex Texas's consolidated financial statements approximated their fair values.

**Cash and Cash Equivalents:** For financial statement presentation purposes, Optex Texas considers those short-term, highly liquid investments with original maturities of three months or less to be cash or cash equivalents.

**Concentration of Credit Risk:** Optex Texas's cash and cash equivalents are on deposit with banks. Only a portion of the cash and cash equivalents would be covered by deposit insurance and the uninsured balances are substantially greater than the insured amounts. Although cash and cash equivalent balances exceed insured deposit amounts, management does not anticipate non-performance by the banks.

Most of Optex Texas's accounts receivable are derived from sales to U.S. government agencies or prime government contractors. Optex Texas does not believe that this concentration increases credit risks because of the financial strength of the payees.

**Accounts Receivable:** Optex Texas records its accounts receivable at the original sales invoice amount less shipment liquidations for previously collected advance/progress bills and an allowance for doubtful accounts. An account receivable is considered to be past due if any portion of the receivable balance is outstanding beyond its scheduled due date. On a quarterly basis, Optex Texas evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on its history of past write-offs and collections, and current credit conditions. No interest is accrued on past due accounts receivable. As the customer base is primarily U.S. government and government prime contractors, Optex Texas has concluded that there is no need for an allowance for doubtful accounts for the years ended September 28, 2008 and September 30, 2007.

**Inventory:** Inventory is recorded at the lower of cost or market value, and adjusted as appropriate for decreases in valuation and obsolescence. Adjustments to the valuation and obsolescence reserves are made after analyzing market conditions, current and projected sales activity, inventory costs and inventory balances to determine appropriate reserve levels. Cost is determined using the first-in first-out (FIFO) method. Under arrangements by which progress payments are received against certain contracts, the customer retains a security interest in the undelivered inventory identified with these contracts. Payments received for such undelivered inventory are classified as unliquidated progress payments and deducted from the gross inventory balance. As of years ended September 28, 2008, and September 30, 2007 inventory included:

	<u>As of</u> <u>September 28, 2008</u>	<u>As of</u> <u>September 30, 2007</u>
Raw Materials	\$ 4,199,657	\$ 6,812,810
Work in Process	5,575,520	6,423,902
Finished Goods	28,014	157,389
<b>Gross Inventory</b>	<b>\$ 9,803,191</b>	<b>\$ 13,394,101</b>
Less:		
Unliquidated Progress Payments	(4,581,736)	(6,505,228)
Inventory Reserves	(673,729)	(776,308)
<b>Net Inventory</b>	<b>\$ 4,547,726</b>	<b>\$ 6,112,565</b>

**Warranty Costs:** Optex Texas warrants the quality of its products to meet customer requirements and be free of defects for twelve months subsequent to delivery. In the year ended September 28, 2008, Optex Texas incurred \$227,000 of warranty expenses representing the estimated cost of repair or replacement for specific customer returned products still covered under warranty as of the return date and awaiting replacement, in addition to estimated future warranty costs for shipments occurring during the fifteen months proceeding September 28, 2008. Future warranty costs are based on the estimated cost of replacement for expected returns based upon our most recent experience rate of defects as a percentage of sales. Prior to fiscal year 2008, all warranty expenses were incurred as product was replaced with no reserve for warranties against deliveries in the covered period.

**Property and Equipment:** Property and equipment are recorded at cost. Depreciation is computed using the straight line method over the estimated useful lives of the assets, ranging from three to seven years. Expenditures for renewals and betterments are capitalized. Expenditures for minor items, repairs and maintenance are charged to operations as incurred. Gain or loss upon sale or retirement due to obsolescence is reflected in the operating results in the period the event takes place.

**Goodwill and Other Intangible Assets:** Goodwill represents the cost of acquired businesses in excess of fair value of the related net assets at acquisition. (See also notes 9 and 14). Optex Texas does not amortize goodwill, but tests it annually for impairment using a fair value approach during the fiscal fourth quarter and between annual testing periods, if circumstances warrant. Goodwill of Optex Texas was reviewed as of September 30, 2007 and based on the assessment, it was determined that no impairment was required. Goodwill was reviewed as of September 28, 2008, and it was determined that an impairment charge of \$1,586,416 was required. The fair values assigned to the assets of Optex Texas and the goodwill was based upon the most recent value of Optex Texas as determined by the sale to third party purchasers on October 14, 2008.

Optex Texas amortizes the cost of other intangibles over their estimated useful lives, unless such lives are deemed indefinite. Amortizable intangible assets are tested for impairment based on undiscounted cash flows and, if impaired, written down to fair value based on either discounted cash flows or appraised values. The identified amortizable intangible assets at September 28, 2008 and September 30, 2007 derived from the acquisition of Optex Texas by Irvine Sensors and consisted of non-competition agreements and customer backlog, with initial useful lives ranging from two to eight years. (See Note 9). Intangible assets with indefinite lives are tested annually for impairment, as of the first day of Optex Texas's fourth fiscal quarter and between annual periods, if impairment indicators exist, and are written down to fair value as required.

**Impairment or Disposal of Long-Lived Assets:** Optex Texas adopted the provisions of FASB No. 144, “*Accounting for the Impairment or Disposal of Long-lived Assets*.” This standard requires, among other things, that long-lived assets be reviewed for potential impairment whenever events or circumstances indicate that the carrying amounts may not be recoverable. The assessment of possible impairment is based on the ability to recover the carrying value of the asset from the expected future pre-tax cash flows (undiscounted and without interest charges) of the related operations. If these expected cash flows are less than the carrying value of such asset, an impairment loss is recognized for the difference between estimated fair value and carrying value. The primary measure of fair value is based on discounted cash flows. The measurement of impairment requires management to make estimates of these cash flows related to long-lived assets, as well as other fair value determinations.

**Revenue Recognition:**

Optex Systems recognizes revenue based on the modified percentage of completion method utilizing the units-of-delivery method, in accordance with SOP 81-1:



- The units-of-delivery method recognizes as revenue the contract price of units of a basic production product delivered during a period and as the cost of earned revenue the costs allocable to the delivered units; costs allocable to undelivered units are reported in the balance sheet as inventory or work in progress. The method is used in circumstances in which an entity produces units of a basic product under production-type contracts in a continuous or sequential production process to buyers' specifications.

Optex Texas's contracts are fixed price production type contracts whereas a defined order quantity is delivered to the customer during in a continuous or sequential production process to buyers specifications (build to print). Our deliveries against these contracts generally occur in monthly increments across fixed delivery periods spanning from 3 to 36 months.

**Estimated Costs at Completion and Accrued Loss on Contracts:** Optex Texas reviews and reports on the performance of its contracts and production orders against the respective resource plans for such contracts/orders. These reviews are summarized in the form of estimates at completion ("EAC"s). EACs include Optex Texas's incurred costs to date against the contract/order plus management's current estimates of remaining amounts for direct labor, material, other direct costs and subcontract support and indirect overhead costs based on the completion status and future contractual requirements for each order. If an EAC indicates a potential overrun (loss) against a fixed price contract/order, management generally seeks to reduce costs and /or revise the program plan in a manner consistent with customer objectives in order to eliminate or minimize any overrun and to secure necessary customer agreement to proposed revisions.

If an EAC indicates a potential overrun against budgeted resources for a fixed price contract/order, management first attempts to implement lower cost solutions to still profitably meet the requirements of the fixed price contract. If such solutions do not appear practicable, management makes a determination whether to seek renegotiation of contract or order requirements from the customer. If neither cost reduction nor renegotiation appears probable, an accrual for the contract loss/overrun is recorded against earnings and the loss is recognized in the first period the loss is identified based on the most recent EAC of the particular contract or product order.

For years ended September 28, 2008 and September 30, 2007, estimated loss reserves were estimated as \$821,885 and \$1,377,348, respectively. Decreases in estimated loss reserves from 2007 to 2008 of \$555,463 were primarily attributable to the successful negotiation of an equitable price adjustment for technical issues related to our US Government M187 program and several negotiated price increases in exchange for accelerated schedule deliveries on US Government periscope contracts.

**Government Contracts:** Virtually all of our contracts are prime or subcontracted directly with the Federal government and as such, are subject to Federal Acquisition Regulation (FAR) Subpart 49.5, "Contract Termination Clauses" and more specifically FAR clauses 52.249-2 "Termination for Convenience of the Government (Fixed-Price)", and 49.504 "Termination of fixed-price contracts for default". These clauses are standard clauses on our prime military contracts and are generally, "flowed down" to us as subcontractors on other military business. It has been our experience that the termination for convenience is rarely invoked, except where it has been mutually beneficial for both parties. We are currently not aware of any pending terminations for convenience or default on our existing contracts.

In the event a termination for convenience were to occur, these FAR clause 52.249-2 provides for full recovery of all contractual costs and profits reasonably occurred up to and as a result of the terminated contract. In the event a termination for default were to occur, Optex could be liable for any excess cost incurred by the government to acquire supplies from another supplier similar to those terminated from Optex. Optex would not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the company as defined by FAR clause 52.249-8. In addition, the Government may require Optex to transfer title and deliver to the Government any completed supplies, partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials") that Optex has specifically produced or acquired for the terminated portion of this contract. The Government shall pay contract price for completed supplies delivered and accepted, and Optex and the Government would negotiate an agreed upon amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree on an amount for manufacturing materials is subject to the FAR Disputes clause 52.233-1.

In some cases, Optex Texas may receive orders subject to subsequent price negotiation on contracts exceeding the \$650,000 federal government simplified acquisition threshold. These “undefinitized” contracts are considered firm contracts but as Cost Accounting Standards Board (CAS) covered contracts, they are subject to the Truth in Negotiations Act (TINA) disclosure requirements and downward only price negotiation. As of September 28, 2008 and September 30, 2007 approximately \$4.0 million and \$10.0 million of booked orders fell under this criteria. Our experience has been that the historically negotiated price differentials have been immaterial and accordingly, we do not anticipate any significant downward adjustments on these booked orders.

**Shipping and Handling Costs:** All shipping and handling costs are included as a component of Cost of Goods sold.

**Income Taxes:** Optex Texas accounts for income taxes in accordance with SFAS No. 109, Accounting for Income Taxes. Under the asset and liability method of SFAS No. 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Under SFAS No. 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that Optex Texas will not realize tax assets through future operations.

**Earnings per Share:** Basic earnings per common share is computed by dividing net earnings by the weighted average number of common shares outstanding during each year presented. Diluted earnings per common share gives effect to the assumed exercise of stock options when dilutive. There were no dilutive stock options during 2008 or 2007.

### **Note 3 - Recent Accounting Pronouncements**

In June 2006, The FASB issued Interpretation No. 48 “*Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109*”. This Interpretation clarifies the accounting for uncertainty in income taxes recognized in an enterprise’s financial statements in accordance with FASB No. 109, “*Accounting for Income Taxes*”. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. The adoption of FIN 48 did not have a material impact on Optex Texas's consolidated financial position, results of operations, or cash flows.

In September 2006, the FASB issued FASB No. 157, “*Fair Value Measurements*” which establishes a framework for measuring fair value, and expands disclosures about fair value measurements. While FASB No. 157 does not apply to transactions involving share-based payment covered by FASB No. 123, it establishes a theoretical framework for analyzing fair value measurements that is absent from FASB No. 123. We have relied on the theoretical framework established by FASB No. 157 in connection with certain valuation measurements that were made in the preparation of these financial statements. FASB No. 157 is effective for years beginning after November 15, 2007. Subsequent to the Standard’s issuance, the FASB issued an exposure draft that provides a one year deferral for implementation of the Standard for non-financial assets and liabilities. Optex Texas is currently evaluating the impact FASB No. 157 will have on its financial statements.

In February 2007, Statement of Financial Accounting Standards No. 159, “*The Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No. 115*,” (FASB 159), was issued. This standard allows a company to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and financial liabilities on a contract-by-contract basis, with changes in fair value recognized in earnings. The provisions of this standard are effective as of the beginning of our fiscal year 2008, with early adoption permitted. Optex Texas is currently evaluating what effect the adoption of FASB 159 will have on its financial statements.

In March 2007, the Financial Accounting Standards Board ratified Emerging Issues Task Force (“EITF”) Issue No. 06-10, “Accounting for Collateral Assignment Split-Dollar Life Insurance Agreements”. EITF 06-10 provides guidance for determining a liability for the postretirement benefit obligation as well as recognition and measurement of the associated asset on the basis of the terms of the collateral assignment agreement. EITF 06-10 is effective for fiscal years beginning after December 15, 2007. Optex Texas is currently evaluating the impact of EITF 06-10 on its financial statements, but does not expect it to have a material effect.

In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations* and SFAS No. 160, *Accounting and Reporting of Noncontrolling Interest in Consolidated Financial Statements, an amendment of ARB No. 51*. These new standards will significantly change the accounting for and reporting of business combinations and non-controlling (minority) interests in consolidated financial statements. Statement Nos. 141(R) and 160 are required to be adopted simultaneously and are effective for the first annual reporting period beginning on or after December 15, 2008. Earlier adoption is prohibited. Optex Texas is currently evaluating the impact of adopting SFAS Nos. 141(R) and SFAS 160 on its financial statements.

In December 2007, the SEC issued Staff Accounting Bulletin No. 110 (“SAB 110”). SAB 110 permits companies to continue to use the simplified method, under certain circumstances, in estimating the expected term of “plain vanilla” options beyond December 31, 2007. SAB 110 updates guidance provided in SAB 107 that previously stated that the Staff would not expect a company to use the simplified method for share option grants after December 31, 2007. Optex Texas does not have any outstanding stock options.

In March 2008, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard No. 161, “*Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133*”. SFAS 161 requires enhanced disclosures about an entity’s derivative and hedging activities. SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. As such, Optex Texas is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2009. Optex Texas is currently evaluating the impact of SFAS 161 on its financial statements but does not expect it to have a material effect.

In May 2008, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard No. 162, “*The Hierarchy of Generally Accepted Accounting Principles*”. SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles (GAAP) in the United States. SFAS 162 is effective 60 days following the SEC’s approval of the Public Company Accounting Oversight Board amendments to AU Section 411, *The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles*. Optex Texas is currently evaluating the impact of SFAS 162 on its consolidated financial statements but does not expect it to have a material effect.

In May 2008, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard (“SFAS”) No. 163, “*Accounting for Financial Guarantee Insurance Contracts—an interpretation of FASB Statement No. 60*”. SFAS 163 interprets Statement 60 and amends existing accounting pronouncements to clarify their application to the financial guarantee insurance contracts included within the scope of that Statement. SFAS 163 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, Optex Texas is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2011. Optex Texas is currently evaluating the impact of SFAS 163 on its financial statements but does not expect it to have a material effect.

#### Note 4 - Property and Equipment

A summary of property and equipment at September 28, 2008 and September 30, 2007 is as follows:

		Year Ended	Year Ended
	Estimated Useful Life	September 28, 2008	September 30, 2007
<b>Property and Equipment</b>			
Office Furniture/Equipment	3-5yrs	\$ 145,071	\$ 127,502
Machinery and Equipment	5 yrs	1,026,250	926,253
Leasehold Improvements	7 yrs	142,788	142,788
Less: Accumulated Depreciation		(994,542)	(830,108)
<b>Net Property &amp; Equipment</b>		<b>\$ (319,567)</b>	<b>\$ (366,435)</b>
<b>Depreciation Expense</b>			
		<b>\$ 164,434</b>	<b>\$ 129,069</b>

Depreciation expense included in cost of goods sold and general and administrative expense for 2008 is \$104,837 and 59,597, respectively. Depreciation expense included in cost of goods sold and general and administrative expense for 2007 is \$68,663 and \$60,406, respectively.

#### Note 5 – Accrued Liabilities

The components of accrued liabilities for years ended September 28, 2008 and September 30, 2007 are summarized below:

	Year Ended	Year Ended
	September 28, 2008	September 30, 2007
Customer Advance Payments	\$ -	\$ 62,784
Deferred Rent Expense	84,435	119,073
Accrued Vacation	94,311	69,803
Property Taxes	17,557	13,031
Contract Settlement	351,217	-
Operating Expenses	128,717	-
Payroll & Payroll Related	122,737	106,629
<b>Total Accrued Expenses</b>	<b>\$ 798,974</b>	<b>\$ 371,320</b>

Contract Settlement Costs represent amounts due to the US government in relation to a progress billed contract that was cancelled prior to completion. The remaining government-owned (progress billed) materials on the contract were subsequently used to satisfy other existing and new contracts at full value, although the unliquidated progress payments for the original contract have yet to be refunded. Optex Texas expects to settle the contract overpayment with the customer by third quarter of fiscal year 2009. Accrued operating expenses include additional operating costs for estimated costs not yet invoiced or invoices not vouched into accounts payable as of year-end period close.

#### Note 6 - Commitments and Contingencies

##### Leases

Optex Texas leases its office and manufacturing facilities under two non-cancellable operating leases expiring November 2009 and February 2010 in addition to maintaining several non-cancellable operating leases for office and manufacturing equipment. Total expenses under these facility lease agreements for the year ended September 28, 2008 was \$313,032 and total expenses for manufacturing and office equipment was \$21,830. At September 28, 2008, the minimum lease payments under non-cancellable operating leases for equipment, office and facility space are as follows:

	<b>Operating Leases</b>
Years ended December 31,	
2009	\$ 364,260
2010	79,867
2011	16,753
2012	-
2013	-
Thereafter	-
<b>Total minimum lease payments</b>	<b>\$ 460,880</b>

#### **Note 7 - Transactions with a Related Party**

**Corporate Cost Allocations:** In accordance with government contracting regulations, IRSN was required to allocate some portion of its corporate general and administrative expense to operating subsidiaries, such as Optex. IRSN elected to use Cost Accounting Standards (CAS) 403.40, a recognized government contract allocation methodology, to satisfy this requirement in which the proportional contribution of Optex to IRSN's total revenues, payroll expense and net book value of tangible assets determined a percentage of corporate general and administrative expense for allocation to Optex. The CAS allocation methodology was chosen as the most reasonable method because adequate historical information was not available at the time to allow for alternative allocation methodologies to be used.

The estimated total impact of General and Administrative expenses for items previously paid by IRSN and allocated to Optex Texas on annual basis as follows:

Accounting & Auditing Fees	\$250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
<b>Total</b>	<b>\$440,000</b>

**Due to IRSN (Parent):** Due to Parent relates to expenses of Optex Systems, incurred by or shared with IRSN and pushed down to Optex Systems through an intercompany payable account "Due to Parent". The ending amounts reflected as of September 28, 2008 and September 30, represent the cumulative amount of expenses incurred, net of any cash transfers made to/from IRSN since inception at January 2006. Significant amounts charged through this account include IRSN corporate cost allocations, legal expenses, accounting and audit fees, travel expenses, consulting fees, and insurance costs.

#### **Note 8 - Debt Financing**

##### **Related Parties**

**Note Payable/Timothy Looney -** In January 2007, IRSN amended its earn-out agreement with Timothy Looney in consideration for Mr. Looney providing Optex Texas with a secured subordinated term note providing for advances of up to \$2 million, bearing interest at 10% per annum and maturing on the earlier of February 2009 or sixty days after retirement of IRSN's senior debt. Aggregate advances of \$2 million were provided to Optex Texas in January 2007 pursuant to the secured subordinated term note, and the advances and accrued interest were outstanding at September 28, 2008 and September 30, 2007. This Note is secured by the assets of Optex Texas, but subordinated to the liens of Alpha and Longview. Following the public sale of the assets of Optex Texas to Optex Delaware on October 14, 2008, the entire \$2,000,000 Note Payable with accrued interest of \$345,648 remained a liability of Optex Texas.

#### **Note 9 – Intangible Assets and Goodwill**

On December 30, 2005, IRSN entered into an agreement with Optex Texas pursuant to which IRSN purchased 70% of the issued and outstanding common stock of Optex Texas, thereby becoming its majority shareholder. On December 29, 2006, IRSN exercised a buyer option to acquire the remaining 30% ownership interest in Optex Texas.

Optex Texas has allocated the purchase consideration for the purchase to tangible and intangible assets acquired and liabilities assumed based on the valuation determinations made in connection with the Initial Acquisition of Optex Texas in December 2005 and the purchase of the remaining minority in December 2006 as shown in the following table, which sets forth the estimated amounts related to the acquisition of all of the issued and outstanding stock of Optex Texas by IRSN. The excess of the purchase price over such values is presented as goodwill in the accompanying balance sheet.

<b>Assets:</b>	
Current assets, consisting primarily of inventory of \$5,734,500 and accounts receivable of \$2,191,800	\$ 8,070,300
Identifiable intangible assets	3,180,000
Other non-current assets, principally property and equipment	455,100
<b>Total assets</b>	<u>11,705,400</u>
<b>Liabilities:</b>	
Current liabilities, consisting of accounts payable of \$1,638,600, tax liabilities of \$112,800 and accrued liabilities of \$682,100	2,433,481
<b>Acquired net assets</b>	<u>9,271,919</u>
<b>Purchase price</b>	
Total consideration to seller	\$ 19,865,400
Direct acquisition costs	<u>1,040,000</u>
	<u>20,905,400</u>
<b>Excess purchase price reported as goodwill</b>	<u><u>\$11,633,481</u></u>

Goodwill related to the IRSN acquisition of Optex Texas was reviewed as of September 30, 2008 and it was determined that an impairment charge of \$1,586,416 was required. The fair values assigned to the assets of Optex Texas and the goodwill was based upon the most recent value of Optex Texas as determined by the asset sale via public auction to third party purchasers on October 14, 2008.

Identifiable intangible assets included non-competition agreements and customer backlog, and is amortized over the respective estimated useful lives as follows:

	<u>Useful Life in Years</u>	<u>Acquired Fair Value</u>
Non-competition agreement	2	\$ 80,000
Contractual backlog	2	\$ 1,570,000
Program backlog	8	\$ 1,530,000

The amortization of identifiable intangible assets associated with the Optex Texas acquisition in fiscal 2008 and fiscal 2007 was \$596,367 and, \$949,962, respectively. The identifiable intangible assets and recorded goodwill are not deductible for income tax purposes. As of the year ended September 28, 2008, the total unamortized balance of intangible assets was \$1,100,140. As of the year ended September 30, 2007, the total unamortized balance of intangible assets was \$1,696,507.

The September 28, 2008 unamortized balance of intangible assets is estimated to be amortized as follows:

Year	Annual Amortization
2009	266,365
2010	204,490
2011	204,490
2012	204,490
2013	186,837
2014	33,468
<b>Total</b>	<u><u>\$ 1,100,140</u></u>

## **Note 10 – Stockholders Equity**

**Common Stock:** Optex Texas is authorized to issue 100,000 shares of no par common stock. At September 28, 2008 and 2007, there were 18,870 and 10,000 shares issued and outstanding, respectively.

The common stock, treasury stock and additional paid in capital accounts have been presented to reflect the ownership structure of Optex Texas as it existed prior to the acquisition by IRSN, since Optex Texas is presenting its financial statements as a separate entity.

## **Note 11 - Equity Compensation**

Total stock-based compensation expense of Optex Texas associated with IRSN stock grants during fiscal years 2008 and 2007 was \$378,716 and \$388,756, respectively. These amounts were pushed down by IRSN and charged to general and administrative expense for each of the periods. There were no stock options issued to Optex Texas employees or equity instruments issued to consultants and vendors in either 2007 or 2008.

## **Note 12 - Income Taxes**

As of September 28, 2008, and September 30, 2007, Optex Texas had generated net losses for financial accounting purposes in the amounts of approximately \$4,831,952 and \$6,810,854, respectively. During these periods Optex Texas was a member of a consolidated entity for tax reporting purposes. As such, any losses that would have qualified as Net Operating Losses for Federal Income Taxes purposes as potential deductions were available to the consolidated entity. Such losses may have been utilized by the consolidated entity and are not available to Optex Delaware to offset its future taxable income. Additionally, since Optex Texas was acquired in a transaction effected as an asset purchase, Optex Delaware would only be entitled to tax deductions generated after the date of the acquisition. Accordingly, no deferred tax assets have been recorded in the acPredecessoring financial statements for net operating losses generated by Optex Texas.

No current provision for income taxes for the fiscal years ended September 28, 2008 is required, except for minimal state taxes, since Optex Texas incurred losses during each year. There was no provision for income taxes in fiscal 2008 or 2007.

Prior to January 2006, Optex Texas had elected to be a “S” corporation. “S” corporations pass through all items of profits, losses and tax credits to the stockholders of Optex Texas who are responsible for taxes other than annual state franchise taxes. Effective December 30, 2005, concurrent with the sale of Optex Texas to IRSN, Optex Texas terminated its “S” corporation election and, as a result, is now treated as a “C” corporation for both Federal and State corporation income tax purposes. Profits, losses, and tax credits are reported by the corporation on its tax return and the Corporation pays taxes accordingly. “S” corporation retained earnings were \$6,711,750. The “C” corporation retained deficit is \$7,790,534.

## **Note 13—Earnings/Loss Per Share**

Basic earnings per share is computed by dividing income available to common shareholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) for the period. Diluted earnings per share is computed by assuming that any dilutive convertible securities outstanding were converted, with related preferred stock dividend requirements and outstanding common shares adjusted accordingly. For all periods presented herein, there are no dilutive convertible securities.

The following table sets forth the computation of basic and diluted net loss attributable to common stockholders per share for the years ended September 28, 2008, and September 30, 2007.

	<u>2008</u>	<u>2007</u>
<b>Numerator:</b>		
Net loss	\$(4,831,952)	\$(6,810,854)
<b>Denominator:</b>		
Weighted average shares	<u>10,000</u>	<u>10,000</u>
Basic and diluted net loss per share	<u>\$ (483.20)</u>	<u>\$ (681.09)</u>

#### **Note 14 — Subsequent Events**

On October 14, 2008, in a purchase transaction that was consummated via public auction, Optex Delaware (Successor) purchased all of the assets of Optex Texas (Predecessor) in exchange for \$15 million of IRSN debt owned by it and the assumption of approximately \$3.8 million of certain Optex Texas liabilities.

Optex Delaware purchased all of assets from Optex Texas including intellectual property, production processes and know how, and outstanding contracts and customer relationships. Optex Delaware also assumed certain liabilities of Optex Texas consisting of accounts payable and accrued liabilities.

#### **Note 15-Restatement**

As a result of Securities and Exchange Commission (SEC) comments, we have reissued the financial statements to restate the following:

- Optex Texas reclassified the asset impairment of goodwill from other expenses to an operating expense. This reclassification increased the loss from operations by \$1,586,416 to \$4,653,743 with no change to the net loss.
- Note 2 has been restated to accurately reflect Optex Texas's revenue recognition policy.
- Note 14 has been revised to reflect only those transactions related to the predecessor entity.

The above restatements had no effect on the balance sheet, statements of stockholders' equity, net loss or cash flows for the year ended September 28, 2008.





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## PART II – INFORMATION NOT REQUIRED IN PROSPECTUS

### Item 13. Other Expenses of Issuance and Distribution

We estimate that our expenses in connection with this offering, other than underwriting discounts and commissions, will be as follows:

Securities and Exchange Commission registration fee	\$ 1,447
Printing and engraving expenses	1,000
Legal fees and expenses	-
Accountant fees and expenses	2,500
<b>Total</b>	<b><u>\$ 4,947</u></b>

### Item 14. Indemnification of Directors and Officers

#### Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law provides, in general, that a corporation incorporated under the laws of the State of Delaware, such as the Company, may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than a derivative action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. In the case of a derivative action, a Delaware corporation may indemnify any such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or any other court in which such action was brought determines such person is fairly and reasonably entitled to indemnity for such expenses.

### Item 15. Recent Sales of Unregistered Securities

On March 30, 2009, a Reorganization occurred whereby the then existing shareholders of Optex Delaware exchanged their shares of common stock with the shares of common stock of Optex Systems Holdings, Inc. (formerly Sustut Exploration, Inc.) (the "Company") as follows: (i) the outstanding 85,000,000 shares of Optex Delaware common stock were exchanged by the Company for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Delaware Series A Preferred Stock be exchanged by the Company for 1,027 shares of Company Series A Preferred Stock and (iii) the 8,131,667 shares of Optex Delaware common stock purchased in the private placement were exchanged by the Company for 8,131,667 shares of Company common stock. Optex Delaware will remain a wholly-owned subsidiary of the Company.

Simultaneously with closing of the Reorganization Agreement (and the shares are included above), as of March 30, 2009, Optex accepted subscriptions from accredited investors for a total 27.1 units (the "Units"), for \$45,000 per Unit, with each Unit consisting of 300,000 shares of common stock, no par value (the "common stock") of Optex and warrants to purchase 300,000 shares of common stock for \$0.45 per share for a period of five years from the initial closing, which were issued by Registrant after the closing referenced above. Gross proceeds to the Company were \$1,219,750, and after deducting (i) a cash finder's fee of \$139,555, (ii) non-cash consideration of indebtedness owed to an investor of \$146,250, and (iii) stock issuance costs of \$59,416, the net proceeds were \$874,529. The finder also received five year warrants to purchase 2.39 Units, at an exercise price of \$49,500 per unit.

Neither the Company nor Optex Delaware had any options or warrants to purchase shares of capital stock outstanding immediately prior to or following the Reorganization, except for 8,941,667 warrants issued in the Private Placement. Immediately prior to the closing, the Company adopted the 2009 Stock Option Plan providing for the issuance of up to 6,000,000 shares for the purpose of having shares available for the granting of options to officers, directors, employees and to independent contractors who provide services. Each share of stock entitles the holder to one vote on matters brought to a vote of the shareholders.

The Company granted an officer at the consummation of the reorganization, options to purchase 1,414,649 shares at an exercise price of \$0.15 per share that vest as follows: 34% of the options vesting one year following the date of grant, and 33% vesting on each of the second and third anniversaries following the date of grant

### ***Series A Preferred Stock***

On March 24, 2009, the Company filed a Certificate of Designation with the Secretary of State of the State of Delaware authorizing a series of preferred stock, under its articles of incorporation, known as "Series A Preferred Stock". The terms and provisions of the Series A Preferred Stock are set forth in "Description of Securities" – "Preferred Stock" above.

On March 27, 2009, Sileas and Alpha exchanged their promissory notes in the total amount of \$6,000,000 plus accrued and unpaid interest thereon into 1,027 shares of Series A Preferred Stock. On March 30, 2009, the shares of Optex Delaware Preferred Stock were exchanged on a 1:1 basis for Series A Preferred Stock of the Company.

All of the above equity transactions were made in reliance on Section 4(2) of the Securities Act and/or Regulation D promulgated under the Securities Act.

### **Item 16. Exhibits and Financial Statement Schedules**

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Reorganization (the "Agreement"), dated as of the March 30, 2009, by and between Registrant, a Delaware corporation and Optex Systems, Inc., a Delaware corporation (1).
3.1	Certificate of Incorporation, as amended, of Optex Systems Holdings, Inc.
3.2	Bylaws of Optex Systems Holdings Corp. (1).
5.1	Opinion as to Legality of the Shares
10.1	Lease for 1420 Presidential Blvd., Richardson, TX (1).

- 10.2 Employment Agreement with Danny Schoening (1).
- 10.3 2009 Stock Option Plan (1).
- 10.4 Form of Warrant (1)
- 10.5 Specimen Stock Certificate (1)
- 10.6 Material Customer Contracts\*
- 14.1 Code of Ethics (1)
- 16 Letter re: Change in Certifying Accountant (1)
- 21.1 List of Subsidiaries – Optex Systems, Inc. (1).
- 23.1 Consent of Rotenberg, LLP

\* Portions of this exhibit have been omitted pursuant to a confidential treatment request, and information regarding this confidential treatment request is being separately submitted to the Commission.

- (1) Incorporated by reference from our Current Report on Form 8-K dated April 3, 2009.

### **Item 17. Undertakings**

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - i. To include any prospectus required by section 10(a)(3) of the Securities Act;
  - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.
  - iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
4. That, for the purpose of determining liability under the Securities Act to any purchaser:
  - i. If the registrant is relying on Rule 430B (Section 430B of this chapter):
    - A. Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

- B. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or
- ii. If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
5. That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

6. Item 512(h) Undertaking:

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in Richardson, TX, on the 25th day of September, 2009.

**OPTEX SYSTEMS HOLDINGS, INC.**

By: /s/ Stanley A. Hirschman  
Stanley A. Hirschman, Principal Executive Officer and Director

Date: September 25, 2009

By: /s/ Karen Hawkins  
Karen Hawkins, Principal Financial Officer

Date: September 25, 2009

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated, constituting the Principal Executive Officer and Principal Financial Officer of Registrant and a majority of the Board of Directors of Registrant:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Stanley A. Hirschman</u> Stanley A. Hirschman	Principal Executive Officer and Director	September 25, 2009
<u>/s/ Karen Hawkins</u> Karen Hawkins	Principal Financial Officer	September 25, 2009
<u>/s/ Ronald F. Richards</u> Ronald F. Richards	Director	September 25, 2009
<u>/s/ Merrick Okamoto</u> Merrick Okamoto	Director	September 25, 2009



CERTIFICATE OF INCORPORATION

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:28 PM 04/11/2006  
FILED 12:13 PM 04/11/2006  
SRV 060338530 - 4140386 FILE

FIRST: The name of this corporation shall be: SUSTUT EXPLORATION INC.

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle and its registered agent at such address is Corporation Service Company.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock, which this corporation is authorized to issue, is Two Hundred Million (200,000,000) shares of common stock with a par value of \$.001.

FIFTH: The name and address of the incorporator is as follows:

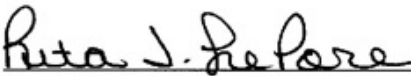
Corporation Service Company  
2711 Centerville Road  
Suite 400  
Wilmington, Delaware 19808

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed signed and acknowledged this certificate of incorporation this 11th day of April, A.D. 2006.

Corporation Service Company, Incorporator

By: 

Name: Rita J. LePore

Assistant Secretary

**CERTIFICATE OF AMENDMENT**  
**OF**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**SUSTUT EXPLORATION INC.**

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Sustut Exploration Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article Fourth thereof in its entirety and inserting the following in lieu thereof:

"Fourth: The total number of shares of stock of which the corporation shall have authority to issue is Two Hundred Million (200,000,000), all of which shall be designated as common stock, \$0.001 par value per share.

Effective as of 5:00 pm, New York time, on April 17, 2008 (the "Effective Time") each share of the corporation's common stock, \$0.001 par value per share (the "Old Common Stock"), issued and outstanding immediately prior to the Effective Time, will be automatically reclassified as and converted into 0.99026241954 of a share of common stock, \$0.001 par value per share, of the corporation (the "New Common Stock"). Any stock certificate that, immediately prior to the Effective Time, represented shares of the Old Common Stock will, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent the number of shares of the New Common Stock as equals the product obtained by multiplying the number of shares of Old Common Stock represented by such certificate immediately prior to the Effective Time by 0.99026241954. No fractional shares of New Common Stock shall be issued as a result of such stock split, and any fractional shares owed due to such split shall be rounded up or down to the nearest whole share"

2. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 and 228 (by the written consent of the stockholders of the Corporation) of the General Corporation Law of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]



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**[SIGNATURE PAGE TO CERTIFICATE OF AMENDMENT]**

IN WITNESS WHEREOF, Sustut Exploration, Inc. has caused this Certificate to be executed by its duly authorized officer on this 17<sup>th</sup> day of April, 2008.

SUSTUT EXPLORATION. INC.

By: /s/ Terry Hughes  
Name: Terry Hughes  
Title: President

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of SUSTUT EXPLORATION INC. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED,** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

FIRST: The name of the corporation is: OPTEX SYSTEMS HOLDINGS, INC.

**FURTHER RESOLVED,** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FOURTH" so that, as amended, said Article shall be and read as follows:

FOURTH: The corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
COMMON	200,000,000	\$0.001
PREFERRED	5,000	\$0.001

\* A Certificate of Designation designating 1,027 shares of Preferred Stock as Series A Convertible Preferred Stock is being filed simultaneously with this Certificate of Amendment.

**FURTHER RESOLVED,** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "SIXTH" so that, as amended, said Article shall be and read as follows:

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

- (1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the By-laws. Election of directors need not be by ballot unless the By-laws so provide.
- (2) The Board of Directors shall have power without the assent or vote of the stockholders:
  - (a) To make, alter, amend, change, add to or repeal the By-laws of the corporation; to fix and vary the amount of capital to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.
  - (b) To determine from time to time whether, and at what times and places, and under

what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders, at any meeting of the stockholders called for the purpose of considering any such act or contract, or through a written consent in lieu of a meeting in accordance with the requirements of the General Corporation Law of Delaware, as amended from time to time, and any contract or act that shall be so approved or be so ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting (or by written consent whether received directly or through a proxy) and entitled to vote thereon (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved, ratified, or consented to by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(4) In addition to the powers and authorities herein before or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any By-laws from time to time made by the stockholders; provided, however, that no By-laws so made shall invalidate any prior act of the directors which would have been valid if such By-law had not been made.

**FURTHER RESOLVED**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "SEVENTH" so that, as amended, said Article shall be and read as follows:

SEVENTH: No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102 (b)(7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102 (b)(7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such sections grant the corporation the power to indemnify.

**FURTHER RESOLVED**, that the Certificate of Incorporation of this corporation be amended by adding the Article thereof numbered "EIGHTH" so that, as amended, said Article shall be and read as follows:

EIGHTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or

receivers appointed for this corporation under the provisions of Section 279 Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and /or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

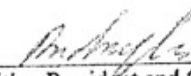
**FURTHER RESOLVED**, that the Certificate of Incorporation of this corporation be amended by adding the Article thereof numbered "NINTH" so that, as amended, said Article shall be and read as follows:

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 26th day of March, 2009.

By:   
Title: President and Chief Executive Officer  
Name: Andrey Oks

**CERTIFICATE OF DESIGNATION  
OF  
SERIES A CONVERTIBLE  
PREFERRED STOCK, \$0.001 PAR VALUE PER SHARE  
OF  
OPTEX SYSTEMS HOLDINGS, INC.  
(formerly, Sustut Exploration Inc.)**

1. **Designation: Number of Shares.** The designation of said series of Preferred Stock shall be Series A Convertible Preferred Stock (the "Series A Preferred Stock"). The number of shares of Series A Preferred Stock shall be 1,027. Each share of Series A Preferred Stock shall have a stated value equal to \$6,000 (as adjusted for any stock dividends, combinations or splits with respect to such shares) (the "Series A Stated Value"), and \$.001 par value. The existence of the Preferred Stock shall be perpetual.

2. **Liquidation Rights.** Upon the occurrence of a "Liquidation Event" (as defined below), the Holders of the Series A Preferred Stock shall be entitled to receive, and before any payment or distribution shall be made on any Junior Stock, out of the assets of the Corporation available for distribution to stockholders, an amount equal to one (1) times the Series A Stated Value per share of Series A Preferred Stock. Upon the payment in full of all amounts due to the Holders of the Series A Preferred Stock and Junior Stock shall receive all remaining assets of the Corporation legally available for distribution. If the assets of the Corporation available for distribution to the Holders of the Series A Preferred Stock shall be insufficient to permit payment in full of the amounts payable as aforesaid to the Holders of Series A Preferred Stock upon a Liquidation Event, then all such assets of the Corporation shall be distributed to the exclusion of the Holders of Junior Stock ratably among the Holders of the Series A Preferred Stock. "Liquidation Event" shall mean (i) the liquidation, dissolution or winding-up, whether voluntary or involuntary, of the Corporation, (ii) the purchase or redemption by the Corporation of shares of any class of stock or the merger or consolidation of the Corporation with or into any other corporation or corporations unless (a) the Holders of the Series A Preferred Stock receive securities of the surviving corporation having substantially similar rights as the Series A Preferred Stock and the stockholders of the Corporation immediately prior to such transaction are holders of at least a majority of the voting securities of the successor corporation immediately thereafter or (b) the sale, license or lease of all or substantially all, or any material part of, the Corporation's assets, unless the Holders of a majority of the shares of Series A Preferred Stock elect otherwise. "Junior Stock" shall mean any equity securities of the Corporation other than the Series A Preferred Stock.

3. **Conversion into Common Stock.** Holders of shares of Series A Preferred Stock shall have the following conversion rights and obligations:

(a) Subject to the further provisions of this paragraph 4 each Holder of Series A Preferred Stock shall have the right at any time commencing after the issuance to the Holder of shares of Series A Preferred Stock, to convert such shares (collectively "Stated Value") into fully paid and non-assessable shares of Common Stock of the Corporation determined in accordance with the applicable "Conversion Price" provided in paragraph 3(b) below (the "Conversion Price").

(b) The number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock shall be the number of shares of Series A Preferred Stock being converted multiplied by the Stated Value per share being converted divided by the Conversion

Price. The Conversion Price of the Series A Preferred Stock shall initially be \$0.15. The Conversion Price shall also be subject to adjustment as described below.

(c) Holder will give notice of its decision to exercise its right to convert the Series A Preferred Stock, or part thereof by telecopying an executed and completed Notice of Conversion (a form of which is annexed as Exhibit A to this Certificate of Designation) to the Corporation via confirmed telecopier transmission. The Holder will not be required to surrender the Series A Preferred Stock certificate until the Series A Preferred Stock has been fully converted. Each date on which a Notice of Conversion is telecopied to the Corporation in accordance with the provisions hereof shall be deemed a Conversion Date. The Corporation will itself or cause the Corporation's transfer agent to transmit the Corporation's Common Stock certificates representing the Common Stock issuable upon conversion of the Series A Preferred Stock to the Holder via express courier for receipt by such Holder within five (5) business days after receipt by the Corporation of the Notice of Conversion (the "Delivery Date"). In the event the Common Stock is electronically transferable, then delivery of the Common Stock must be made by electronic transfer provided request for such electronic transfer has been made by the Holder. A Series A Preferred Stock certificate representing the balance of the Series A Preferred Stock not so converted will be provided by the Corporation to the Holder if requested by Holder, provided the Holder has delivered the original Series A Preferred Stock certificate to the Corporation. To the extent that a Holder elects not to surrender Series A Preferred Stock for reissuance upon partial payment or conversion, the Holder hereby indemnifies the Corporation against any and all loss or damage attributable to a third-party claim in an amount in excess of the actual amount of the Series A Stated Value then owned by the Holder.

In the case of the exercise of the conversion rights set forth in paragraph 4(a) the conversion privilege shall be deemed to have been exercised and the shares of Common Stock issuable upon such conversion shall be deemed to have been issued upon the date of receipt by the Corporation of the Notice of Conversion. The person or entity entitled to receive Common Stock issuable upon such conversion shall, on the date such conversion privilege is deemed to have been exercised and thereafter, be treated for all purposes as the recordholder of such Common Stock and shall on the same date cease to be treated for any purpose as the record Holder of such shares of Series A Preferred Stock so converted.

Upon the conversion of any shares of Series A Preferred Stock no adjustment or payment shall be made with respect to such converted shares on account of any dividend on the Common Stock, except that the Holder of such converted shares shall be entitled to be paid any dividends declared on shares of Common Stock after conversion thereof.

The Corporation shall not be required, in connection with any conversion of Series A Preferred Stock, and payment of dividends on Series A Preferred Stock to issue a fraction of a share of its Series A Preferred Stock or Common Stock and may instead deliver a stock certificate representing the next whole number.

(d) The Conversion Price determined pursuant to Paragraph 4(b) shall be subject to adjustment from time to time as follows:

(i) In case the Corporation shall at any time (A) declare any dividend or distribution on its Common Stock or other securities of the Corporation other than the Series A Preferred Stock, (B) split or subdivide the outstanding Common Stock, (C) combine the outstanding Common Stock into a smaller number of shares, or (D) issue by reclassification of its Common Stock any shares or other securities of the Corporation, then in each such event the Conversion Price shall be adjusted proportionately so that the Holders of Series A Preferred Stock shall be entitled to receive the kind and number of



shares or other securities of the Corporation which such Holders would have owned or have been entitled to receive after the happening of any of the events described above had such shares of Series A Preferred Stock been converted immediately prior to the happening of such event (or any record date with respect thereto). Such adjustment shall be made whenever any of the events listed above shall occur. An adjustment made to the Conversion Price pursuant to this paragraph 4(d)(i) shall become effective immediately after the effective date of the event.

(ii) For so long as the Series A Preferred Stock is outstanding, other than in the case of an "Excepted Issuance" (as defined below), if the Corporation shall issue any Common Stock, prior to the complete conversion of the Series A Preferred Stock for a consideration less than the Conversion Price that would be in effect at the time of such issue, then, and thereafter successively upon each such issuance, the Conversion Price shall be reduced to such other lower issue price. For purposes of this adjustment, the issuance of any security or debt instrument of the Corporation, carrying the right to convert such security or debt instrument into Common Stock or of any warrant, right or option to purchase Common Stock or the modification of any of the foregoing which may be outstanding shall result in an adjustment to the Conversion Price upon the modification or issuance of the above-described security, debt instrument, warrant, right, or option and again upon the issuance of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the then applicable Conversion Price.. "Excepted Issuances" shall include the Corporation's issuance of (i) options to purchase Common Stock pursuant to stock option plans and employee stock purchase plans and any options to purchase Common Stock pursuant to stock option plans and employee stock purchase plans created thereafter, so long as such new plans are approved by the Corporation's shareholders, (ii) Common Stock upon exercise of the options referred to in clause (i), (iii) Common Stock upon the exercise of warrants or other convertible securities outstanding prior to the date hereof, (iv) securities which results in an adjustment to the Conversion Price under Section 4(d)(i) above, (v) Series A Preferred Stock or any shares of Common Stock on conversion thereof, and (vi) securities as payment of liquidated damages in respect of the Series A Preferred Stock.

(e) (i) In case of any merger of the Corporation with or into any other corporation (other than a merger in which the Corporation is the surviving or continuing corporation and which does not result in any reclassification, conversion, or change of the outstanding shares of Common Stock) then unless the right to convert shares of Series A Preferred Stock shall have terminated as part of such merger, lawful provision shall be made so that Holders of Series A Preferred Stock shall thereafter have the right to convert each share of Series A Preferred Stock into the kind and amount of shares of stock and/or other securities or property receivable upon such merger by a Holder of the number of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such consolidation or merger. Such provision shall also provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in subparagraph (d) of this paragraph 4. The foregoing provisions of this paragraph 4(e) shall similarly apply to successive mergers.

(ii) In case of any sale or conveyance to another person or entity of the property of the Corporation as an entirety, or substantially as an entirety, in connection with which shares or other securities or cash or other property shall be issuable, distributable, payable, or deliverable for outstanding shares of Common Stock, then, unless the right to convert such shares shall have terminated, lawful provision shall be made so that the Holders of Series A Preferred Stock shall thereafter have the right to convert each share of the Series A Preferred Stock into the kind and amount of shares of stock or other securities or property that shall be issuable, distributable, payable, or deliverable upon such sale or conveyance with respect to each share of Common Stock immediately prior to such conveyance.

(f) Whenever the number of shares to be issued upon conversion of the Series A Preferred Stock is required to be adjusted as provided in this paragraph 4, the Corporation shall forthwith compute the adjusted number of shares to be so issued and prepare a certificate setting forth such adjusted conversion amount and the facts upon which such adjustment is based, and such certificate shall forthwith be filed with the Transfer Agent for the Series A Preferred Stock and the Common Stock; and the Corporation shall mail to each Holder of record of Series A Preferred Stock notice of such adjusted conversion price not later than the first business day after the event, giving rise to the adjustment.

(g) In case at any time the Corporation shall propose:

(i) to offer for subscription to the Holders of its Common Stock any additional shares of any class or any other rights; or

(ii) any capital reorganization or reclassification of its shares or the merger of the Corporation with another corporation (other than a merger in which the Corporation is the surviving or continuing corporation and which does not result in any reclassification, conversion, or change of the outstanding shares of Common Stock); or

(iii) the voluntary dissolution, liquidation or winding-up of the Corporation;

then, and in any one or more of said cases, the Corporation shall cause at least five (5) days prior notice of the date on which (A) the books of the Corporation shall close or a record be taken for such stock dividend, distribution, or subscription rights, or (B) such capital reorganization, reclassification, merger, dissolution, liquidation or winding-up shall take place, as the case may be, to be mailed to the Holders of record of the Series A Preferred Stock.

(h) The term "Common Stock" as used in this Certificate of Designation shall mean the \$0.001 par value Common Stock of the Corporation as such stock is constituted at the date of issuance thereof or as it may from time to time be changed, or shares of stock of any class or other securities and/or property into which the shares of the Series A Preferred Stock shall at any time become convertible pursuant to the provisions of this paragraph 4.

(i) The Corporation shall pay the amount of any and all issue taxes (but not income taxes) which may be imposed in respect of any issue or delivery of stock upon the conversion of any shares of Series A Preferred Stock, but all transfer taxes and income taxes that may be payable in respect of any change of ownership of Series A Preferred Stock or any rights represented thereby or of stock receivable upon conversion thereof shall be paid by the person or persons surrendering such stock for conversion.

(j) In the event a Holder shall elect to convert any shares of Series A Preferred Stock as provided herein, the Corporation may not refuse conversion based on any claim that such Holder or any one associated or affiliated with such Holder has been engaged in any violation of law, or for any other reason unless, an injunction from a court, on notice, restraining and or enjoining conversion of all or part of said shares of Series A Preferred Stock shall have been sought and obtained by the Corporation or at the Corporation's request or with the Corporation's assistance and the Corporation posts a surety bond for the benefit of such Holder equal to 120% of the Stated Value sought to be converted, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the dispute and the proceeds of which shall be payable to such Holder in the event it obtains judgment.



(k) In addition to any other rights available to the Holder, if the Corporation fails to deliver to the Holder such certificate or certificates pursuant to Section 4(c) by the Delivery Date and if within five (5) business days after the Delivery Date the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Common Stock which the Holder anticipated receiving upon such conversion (a "Buy-In"), then the Corporation shall pay in cash to the Holder (in addition to any remedies available to or elected by the Holder) within five (5) business days after written notice from the Holder, the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (B) the aggregate Stated Value of the shares of Series A Preferred Stock for which such conversion was not timely honored. The Holder shall provide the Corporation written notice indicating the amounts payable to the Holder in respect of the Buy-In.

(l) The Corporation represents to the Holders of shares of Series A Preferred Stock that for purposes of "tacking" under Rule 144 promulgated under the Securities Act of 1933 the original date of ownership of any shares of Series A Preferred Stock shall be the date of original ownership by such Holder of the shares of Common Stock owned by such Holder which were surrendered in exchange for shares of Series A Preferred Stock. The Corporation also covenants to comply with all applicable requirements of an issuer for its equity securities to be eligible for resale under Rule 144 (including, but not limited to, requirements as to current reporting).

4. Voting Rights. The Holders of shares of Series A Preferred Stock shall vote together with the holders of the Common Stock on an as converted basis and shall have one vote per share for each share of Common Stock it would have as if the Holder's shares of Series A Preferred Stock had been converted into Common Stock prior to the vote.

5. Dividends.

(a) The holders of shares of the outstanding Series A Preferred Stock shall be entitled, when, as and if declared by the Board of Directors out of funds of the Corporation legally available therefor, to receive cumulative cash dividends at the rate per annum of 6.0% per share on the Liquidation Preference (equivalent to the then in effect Series A Stated Value per annum per share), payable quarterly in arrears (the "Dividend Rate"). Dividends payable for each full quarterly period will be computed by dividing the Dividend Rate by four and shall be payable in arrears on the last day of each calendar quarter ("Quarterly Payment Date") (commencing March 31, 2009) for the quarterly period ending immediately on such Quarterly Payment Date, to the holders of record of Preferred Stock at the close of business on the Quarterly Payment Date. Such dividends shall be cumulative from the issue date for the Series A Preferred Stock ("Issue Date") (whether or not in any period or periods the Board of Directors shall have declared such dividends or there shall be funds of the Corporation legally available for the payment of such dividends) and shall accumulate on a day-to-day basis, whether or not earned or declared, from and after the Issue Date. Dividends payable for any partial period shall be computed on the basis of days elapsed over a 360-day year consisting of twelve 30-day months. Accumulated unpaid dividends accrue and cumulate dividends at the annual rate of 6.0% and are payable in the manner provided in this Section 3.

(b) No dividends will be declared or paid upon, or any sum set apart for the payment of dividends upon, any outstanding share of the Series A Preferred Stock with respect to any period unless all dividends for all preceding periods have been declared and paid or declared and a sufficient sum set apart for the payment of such upon all outstanding shares of Series A Preferred Stock.

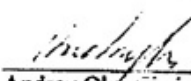
(c) No dividends or other distributions (other than a dividend or distribution payable solely in shares of Junior Stock and other than cash paid in lieu of fractional shares) may be declared, made or paid, or set apart for payment upon, any Junior Stock, nor may any Junior Stock be redeemed, purchased or otherwise acquired for any consideration (or any money paid to or made available for a sinking fund for the redemption of any Junior Stock) by or on behalf of the Corporation (except by conversion into or exchange for shares of Junior Stock, unless full accumulated dividends on the Series A Preferred Stock shall have been or contemporaneously are declared and paid, or are declared and a sum sufficient for the payment thereof is set apart for such payment, on the Series A Preferred Stock for all payment periods terminating on or prior to the date of such declaration, payment, redemption, purchase or acquisition.

(d) Holders of shares of Series A Preferred Stock shall not be entitled to any dividends on the Series A Preferred Stock, whether payable in cash, property or stock, in excess of full cumulative dividends.

(e) In any case where any dividend payment date of any Series A Preferred Stock shall not be a business day, at any place of payment, then payment of dividends need not be made on such date, but may be made on the next succeeding business day at such place of payment with the same force and effect as if made on the payment date; and no dividends shall accumulate on the amount so payable for the period from and after such payment date, as the case may be, to such business day.

6. Prior Approval to Enter Into Transactions. The Corporation may not enter into any transaction which shall result in the issuance of any of its equity except for Excepted Issuances or incur, create, assume or permit to exist any indebtedness except for third party trade indebtedness in the ordinary course of business or indebtedness incurred with respect to a financing with a commercial banking institution without the prior written consent of the holders of at least 50.1% of the then outstanding Series A Preferred Stock.

Dated: March 26, 2009

  
\_\_\_\_\_  
Andrey Oks,  
Chief Executive Officer

**EXHIBIT A**

**NOTICE OF CONVERSION**

(To Be Executed By the Registered Holder in Order to Convert Series A Preferred Stock of Optex Systems, Inc.)

The undersigned hereby irrevocably elects to convert \$ \_\_\_\_\_ of the Stated Value of the above Series A Preferred Stock into shares of Common Stock of Optex Systems, Inc. (the "Corporation") according to the conditions hereof, as of the date written below.

Date of Conversion: \_\_\_\_\_

Applicable Conversion Price Per Share: \_\_\_\_\_

Number of Common Shares Issuable Upon This Conversion: \_\_\_\_\_

Select one:

- A Series A Convertible Preferred Stock certificate is being delivered herewith. The unconverted portion of such certificate should be reissued and delivered to the undersigned.
- A Series A Convertible Preferred Stock certificate is not being delivered to Optex Systems, Inc.

Signature: *Andrey Cks*

Print Name: ANDREY CKS

Address: 2702 Watch Hill Drive  
Tarrytown, NY 10591

Deliveries Pursuant to this Notice of Conversion Should Be Made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Jolie G. Kahn, Esq.**  
**61 Broadway, Suite 2820**  
**New York, NY 10006**

**May 19, 2009 and revised as of September 25, 2009**

Optex Systems Holdings, Inc.  
1420 Presidential Drive  
Richardson, TX 75081

Ladies and Gentlemen:

I have acted as special counsel to Optex Systems Holdings, Inc., a Delaware corporation (the “Company”), in connection with the Company’s registration statement on Form S-1, as amended (the “Registration Statement”), filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the issuance and sale of 11,784,177 shares of common stock of the Company, par value \$0.001 per share (the “Common Stock”), issued by the Company.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, including the form of prospectus included therein and the documents incorporated by reference therein, (ii) the Company’s certificate of incorporation, as amended to date, (iii) the Company’s by-laws, as amended to date, and (iv) certain resolutions of the Board of Directors of the Company. I have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, certificates and records as I have deemed necessary or appropriate, and I have made such investigations of law as I have deemed appropriate as a basis for the opinions expressed below.

In rendering the opinions expressed below, I have assumed and have not verified (i) the genuineness of the signatures on all documents that I have examined, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents supplied to us as originals and (iv) the conformity to the authentic originals of all documents supplied to us as certified or photostatic or faxed copies.

Based upon and subject to the foregoing and subject also to the limitations, qualifications, exceptions and assumptions set forth herein, I am of the opinion that the Common Stock has been duly authorized and is validly issued, fully paid and nonassessable.

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Optex Systems Holdings, Inc.

September 25, 2009

Page 2

I express no opinion other than as to the federal laws of the United States of America and the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the forgoing). I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and the reference to this firm under the caption "Legal Matters" in the prospectus included in the Registration Statement. In giving this consent, I do not admit that I am an "expert" under the Securities Act or under the rules and regulations of the Commission relating thereto with respect to any part of the Registration Statement.

Very truly yours,

/s/ Jolie Kahn

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code **Fixed-Fixed-Price** Page 1 Of 3

2. Amendment/Modification No. 01	3. Effective Date 2009APR01	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GLK-A KEVIN GILMORE (309) 782-3558 ROCK ISLAND IL 61299-7630  WEAPON SYSTEM: IPV XM2 /CPV XM3 EMAIL: KEVIN.GILMORE@US.ARMY.MIL	Code K52K09	7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. WS2R09-09-D-0128/0001
		10B. Dated (See Item 13) 2009MAR24

Code 08K64 Facility Code

**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 amendments; (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) Payment will be made by Electronic Funds Transfer  
NO CHANGES TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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)	16A. Name And Title Of Contracting Officer (Type or print) BRIAN W. SCHMIDT BRIAN.W.SCHMIDT@US.ARMY.MIL (309) 782-0988		
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2009APR01

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 3**

**PIIN/SIN** W52H09-09-D-0128/0001 **MOD/AMD** 01

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC.

**SECTION A - SUPPLEMENTAL INFORMATION**

1. ADMINISTRATIVE MODIFICATION, 01, IS TO CHANGE THE SHIPPING DATE AND QUANTITY FOR CLIN 0002AA. THE CORRECTION IS AS FOLLOWS AND IS FOUND IN SCHEDULE B:

SHIP TO ADDRESS	CURRENT DATE	CURRENT QUANTITY	CORRECT DATE	CORRECT QUANTITY
W52G1U	14-AUG-2009	<del>1</del>	21-AUG-2009	<del>1</del>
W52G2T	06-OCT-2009	<del>1</del>	21-SEP-2009	<del>1</del>
TOTAL CONTRACT QUANTITY ON CLIN 0002AA <del>2</del> IS REMAINS.				

2. ALL OTHER TERMS AND CONDITIONS OF CONTRACT W52H09-09-D-0128 REMAIN THE SAME.

3. POC FOR THIS ACTION IS KEVIN GILMORE@US.ARMY.MIL

\*\*\* END OF NARRATIVE A0002 \*\*\*



**\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-09-D-0128/0001 MOD/AMD 01

Page 3 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
0002	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-319-8995 FSCN: 19200 PART NR: 12357792 SECURITY CLASS: Unclassified																																																										
0002AA	<u>PRODUCTION QUANTITY</u>	<del>1</del>	EA	<del>3</del>	<del>3</del>																																																						
	WOUN: PERISCOPE, ARMORED V PRON: M191A478M1 PRON AMD: 01 ACRN: AA AMS CD: 07001MMTUR  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <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>W52H099016H951</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 colspan="3"></td> </tr> <tr> <td>001</td> <td></td> <td>21-AUG-2009</td> <td colspan="3"></td> </tr> <tr> <td>002</td> <td>DELETED</td> <td></td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination  SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DCSF NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5002  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-09-D-0128/0001  DOC SUPPL <table border="0"> <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>W52H099016H952</td> <td>W62G2T</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 colspan="3"></td> </tr> <tr> <td>001</td> <td></td> <td>21-SEP-2009</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination  SHIP TO: (W62G2T) XR W18G DEF DIST DEPOT SAN JOAQUIN 25000 S CHRISMAN ROAD REC W88E 148 PH 209 839 4307 TRACY CA 95304-5000  <u>DELIVERY ORDER NUMBER</u> 09-D-0128/0001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H099016H951	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001		21-AUG-2009				002	DELETED					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52H099016H952	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001		21-SEP-2009							
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001		21-SEP-2009																																																									

 \*Confidential Treatment Requested

W52H0909D0128/0001

- \*1 Current Qty
- \*2 Correct Qty
- \*3 Current Qty
- \*4 Correct Qty
- \*5 Total Contract Qty on CLIN 0002AA
- \*6 0002AA Qty
- \*7 0002AA Unit price
- \*8 0002AA Total amount
- \*9 Delivery 001 Qty
- \*10 Delivery 001 Qty

2. Amendment/Modification No. 32 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code WS2H09 7. Administered By (If other than Item 6) Code 94402A  
 TACOM-ROCK ISLAND DCMA, TEXAS  
 CDTA-AR-FA 600 NORTH PEARL STREET  
 MATTHEW KOPEL (309)782-7880 SUITE 1630  
 ROCK ISLAND IL 61299-7630 DALLAS TX 75201-2843  
 EMAIL: MATTHEW.KOPEL@US.ARMY.MIL SCD A PAS NONE ADP FT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 OPTEX SYSTEMS INC.  
 1420 PRESIDENTIAL DR  
 RICHARDSON, TX 75081-2439  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
 Code 38K64 Facility Code  
 9A. Amendment Of Solicitation No.   
 9B. Dated (See Item 11)   
 10A. Modification Of Contract/Order No.   
 WS2H09-05-D-0260/0002  
 10B. Dated (See Item 13) 2006AUG18

**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 amendments; (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)  
 ACORN: AB NET INCREASE: \$4,402.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.  
 A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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: 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 \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible).  
 SEE SECOND PAGE FOR DESCRIPTION

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) 16A. Name And Title Of Contracting Officer (Type or print)  
 JOYCE L KLEIN  
 JOYCE.KLEIN@US.ARMY.MIL (309)782-5051  
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed  
 By \_\_\_\_\_  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

## SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 02 to W52H09-05-D-0260 to DO 9002 is to:

1. Increase the unit price from \* for a new unit price of \*
2. For Administrative purposes, this increase will be represented on CLIN 1001AB.
3. Therefore, for each Panoramic Telescope shipped against CLIN 0001AB, the contractor shall bill against CLIN 0001AB and for a total unit price of \*
4. To date, the total left to deliver for CLIN 0001AB is \* each for the Panoramic Telescope. NSN: 1240-01-463-6103, PN:12984713.
5. Revised the delivery schedule, see section B.

All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0003 \*\*\*

\*

\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																				
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-483-6183 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																																																																								
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: TELESCOPE, PANORAMIC PRON: 306AH1261A PRON AMD: 01 ACRN: AA AMS CD: 32101366046</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></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>SIP CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>WS2H096223T700</td> <td>WS2H1C</td> <td>J</td> <td>WS2H1C</td> <td>J</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>NSK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>G19</td> <td></td> <td></td> <td></td> <td></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></td> <td>20-ADD-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td></td> <td>30-SEP-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td></td> <td>30-OCT-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td></td> <td>27-NOV-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td></td> <td>31-DEC-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td></td> <td>29-JAN-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td></td> <td>24-FEB-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>008</td> <td></td> <td>31-MAR-2010</td> <td></td> <td></td> <td></td> </tr> </table> <p>POB POINT: Destination</p> <p>SHIP TO: (WS2H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND HECK LANE ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: XU W0K8 USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 ROOMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000</p> <p><u>VERY ORDER NUMBER</u></p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIP CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	WS2H096223T700	WS2H1C	J	WS2H1C	J		<u>PROJ CD</u>	<u>NSK BLK PT</u>					G19					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001		20-ADD-2009				002		30-SEP-2009				003		30-OCT-2009				004		27-NOV-2009				005		31-DEC-2009				006		29-JAN-2010				007		24-FEB-2010				008		31-MAR-2010				*	EA		5
DOC	SUPPL																																																																																								
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIP CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																																																				
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006		29-JAN-2010																																																																																							
007		24-FEB-2010																																																																																							
008		31-MAR-2010																																																																																							

\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0002				
1001	SECURITY CLASS: Unclassified				
1001AB	<u>UNIT PRICE INCREASE</u>				0
	NOUN: PACKAGING FOR PANTELS PRON: W19ACW15M1 PRON AMD: D1 ACEN: AB AMS CD: 53459562147				
	Items shipped on CLIN 0001AB shall also be billed against this CLIN 1001AB for each up to				
	THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	001	0		30-SEP-2011	

\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIN W52H09-05-D-0260/0002 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION 0 - CONTRACT ADMINISTRATION DATA

LINE	FROM/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1001AB	W19ACW35M1 53459562147	AB	2 974W35	\$	\$	\$

NET CHANGE \$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 92035000096D6D02P53459525PB S11116	W52H09	\$

NET CHANGE \$

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	
AB	21 091120150000 S11116 96D6D025145956214725PB	974W35S11116 W52H09



\*Confidential Treatment Requested



**W52H0905D0260/0002**

- \*1 UNIT PRICE
- \*2 UNIT PRICE
- \*3 PRICE
- \*4 PRICE
- \*5 TOTAL UNIT PRICE
- \*6 QTY
- \*7 QTY
- \*8 UNIT PRICE
- \*9 AMOUNT
- \*10 DELIVERY QTYS
- \*11 UNIT PRICE INCREASE AMOUNT
- \*12 QTY
- \*13 QTY
- \*14 QTY
- \*15 PRIOR AMOUNT
- \*16 INCREASE/DECREASE AMOUNT
- \*17 CUMULATIVE AMOUNT
- \*18 NET CHANGE
- \*19 INCREASE/DECREASE AMOUNT
- \*20 NET CHANGE
- \*21 PRIOR AMOUNT OF AWARD
- \*22 INCREASE/DECREASE AMOUNT
- \*23 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. 05 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52H09  
 TACOM-ROCK ISLAND  
 CCTA-AR-FA  
 MATTHEW KOPEL (309) 782-7888  
 ROCK ISLAND IL 61299-7630  
 SMALL: MATTHEW.KOPEL@US.ARMY.MIL  
 7. Administered By (If other than Item 6) Code 94402A  
 DCMA, TEXAS  
 600 NORTH PEARL STREET  
 SUITE 1630  
 DALLAS TX 75201-2643  
 SCD A PAS NONE ADP PT H00339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 OPTEX SYSTEMS INC.  
 1420 PRESIDENTIAL DR  
 RICHARDSON, TX 75081-2439  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
 Code 08K64 Facility Code  
 9A. Amendment Of Solicitation No.  
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.  
 W52H09-05-D-0240/0001  
 10B. Dated (See Item 13)  
 2005A0003

**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 amendments; (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)  
 ACRN: AD NET INCREASE: 02,384.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 0 It Modifies The Contract/Order No. As Described In Item 14.  
 A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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: 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 \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible).  
 SEE SECOND PAGE FOR DESCRIPTION

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) 16A. Name And Title Of Contracting Officer (Type or print)  
 JOYCE L KLEIN  
 JOYCE.KLEIN@US.ARMY.MIL (309) 782-5051  
 15B. Contractor/Offeror (Signature of person authorized to sign) 15C. Date Signed 16B. United States Of America By (Signature of Contracting Officer) 16C. Date Signed

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 6

PHN/SIN WS2H09-05-D-0260/0001

MOD/AMD 05

Name of Offeror or Contractor: OPTIK SYSTEMS INC.

## SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 05 to WS2H09-05-D-0260 to DO 0001 is to:

1. Increase the unit price from ~~\_\_\_\_\_~~ for a new unit price of ~~\_\_\_\_\_~~

2. For Administrative purposes, this increase will be represented on CLIN 1002AA.

3. Therefore, for each Panoramic Telescope shipped against CLIN 0002AA, the contractor shall bill against CLIN 0002AA for a total unit price of ~~\_\_\_\_\_~~ . am4. To date, the total quantity left for delivery for CLIN 0002AA is ~~\_\_\_\_\_~~ each, Panoramic Telescope, NSN: 1240-01-483-6100. PN: 12984775. All other CLINS have been delivered in full.

5. Revised the delivery schedule, see section B.

All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE 0009 \*\*\*

**\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
PHN/SHN W52H09-05-D-0266/0001 MOD/AMD 05

Page 3 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-6103 PSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>  MOON: TELESCOPE, PANORAMIC FROM: W15AP006ML FROM ANE: 03 ACRN: AA AMS CD: 33104540041 CUSTOMER ORDER NO: 2C5AF1041ALP  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADR SIG CD MARK FOR TP CD 001 W52H096207T701 W52H1C J W52H1C 1 <u>PROJ CD</u> <u>RRK BLK PT</u> 019 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 30-OCT-2007 002 30-NOV-2007 003 30-DEC-2007 004 30-JAN-2008 005 28-FEB-2008 006 30-MAR-2008 007 30-APR-2008 008 30-MAY-2008 009 30-JUN-2008  FOB POINT: Destination  SHIP TO: (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000  MARK FOR: XU W0K8 USA ROCK ISL ARSENAL TRANSPORTATION OFFICE AVE AND GILLESPIE		EA		

 Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 05

Page 4 of 6


Name of Offeror or Contractor: OPTIX SYSTEMS INC.


ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AD	ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001  <u>PRODUCTION QUANTITY</u>  NOUN: M119 HOWITZER M137 PRON: 2C8140221A PRON AMD: 02 ACKN: AC AMS CD: 32101344022  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	*	EA	*	\$																														
0002	NSN: 1240-01-483-6100 FSCN: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified																																		
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: TELESCOPE,PANORAMIC PRON: M151P193M1 PRON AMD: 03 ACKN: AB AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H095205H983</td> <td>W51G12</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>*</td> <td>30-JUN-2010</td> </tr> <tr> <td>002</td> <td>DELETED</td> <td></td> </tr> <tr> <td>003</td> <td>DELETED</td> <td></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> </tr> <tr> <td>005</td> <td>DELETED</td> <td></td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: (MILITARY) VA MALDEN AMMUNITION MUNITIONS CTR CR 256 235 6837 CL V	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095205H983	W51G12	J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	30-JUN-2010	002	DELETED		003	DELETED		004	DELETED		005	DELETED		*	EA	*	\$
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	W52H095205H983	W51G12	J		1																														
DEL REL CD	QUANTITY	DEL DATE																																	
001	*	30-JUN-2010																																	
002	DELETED																																		
003	DELETED																																		
004	DELETED																																		
005	DELETED																																		



\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTREX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	7 FRANKFORD AVE BLDG 8380 ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001  DOC SUPPL <table border="1"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>002</td> <td>W52H095205R984</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="1"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td><del>1</del></td> <td>30-JUL-2010</td> </tr> <tr> <td>002</td> <td>DELETED</td> <td></td> </tr> <tr> <td>003</td> <td>DELETED</td> <td></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> </tr> <tr> <td>005</td> <td>DELETED</td> <td></td> </tr> </table> FOB POINT: Destination  SHIP TO: (W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD RMC W85E 168 5M 209 839 4387 TRACY, CA. 95304-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H095205R984	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	<del>1</del>	30-JUL-2010	002	DELETED		003	DELETED		004	DELETED		005	DELETED					
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
002	W52H095205R984	W62G2T	J		1																														
DEL REL CD	QUANTITY	DEL DATE																																	
001	<del>1</del>	30-JUL-2010																																	
002	DELETED																																		
003	DELETED																																		
004	DELETED																																		
005	DELETED																																		
1002	SECURITY CLASS: Unclassified																																		
1002AA	<u>UNIT PRICE INCREASE</u>  NOUN: PACKAGING FOR PANTELS PRON: W13ADM35M1 PRON AMD: 01 ACRN: AD AMS CD: 53459562147  Items shipped on CLIN 0002AA will also billed against this CLIN 1002AA for sch up to .15%  THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> <table border="1"> <tr> <td>DLVR SCH</td> <td>QUANTITY</td> <td>PERF COMPL</td> </tr> <tr> <td>REL CD</td> <td>DATE</td> <td></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2011</td> </tr> </table>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE		001	0	30-SEP-2011				0 																					
DLVR SCH	QUANTITY	PERF COMPL																																	
REL CD	DATE																																		
001	0	30-SEP-2011																																	

 \*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIN W52H09-05-D-0260/0001 MOD/AMD 05

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ORIG STAT/ JOB ORD NO.	ACRN	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1002AA	W19ADM35M1 53459562147	AD 2	974W35	0	0	0

NET CHANGE \$ 0

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 920350000966002P53459525FB 011116	W52H09	0

NET CHANGE \$ 0

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
0	0	0	0

ACRN	EDI	ACCOUNTING CLASSIFICATION	
AD	21	091120350000 011116 96D60025745956214725FB	974W35011116 W52H09



\*Confidential Treatment Requested

**W52H0905D0260/0001**

- \*1 UNIT PRICE
  - \*2 UNIT PRICE
  - \*3 UNIT PRICE
  - \*4 PRICE
  - \*5 PRICE
  - \*6 TOTAL UNIT PRICE
  - \*7 QTY
  - \*8 QTY
  - \*9 UNIT PRICE
  - \*10 AMOUNT
  - \*11 DELIVERY QTYS
  - \*12 QTY
  - \*13 UNIT PRICE
  - \*14 AMOUNT
  - \*15 QTY
  - \*16 UNIT PRICE
  - \*17 AMOUNT
  - \*18 DELIVERY QTY
  - \*19 DELIVERY QTYS
  - \*20 UNIT PRICE INCREASE AMOUNT
  - \*21 QTY
  - \*22 QTY
  - \*23 DELIVERY QTYS
  - \*24 PRIOR AMOUNT
  - \*25 INCREASE/DECREASE AMOUNT
  - \*26 CUMULATIVE AMOUNT
  - \*27 NET CHANGE
  - \*28 INCREASE/DECREASE AMOUNT
-



- \*29 NET CHANGE
- \*30 PRIOR AMOUNT OF AWARD
- \*31 INCREASE/DECREASE AMOUNT
- \*32 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 5

2. Amendment/Modification No.

02

3. Effective Date

2008AUG06

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

TACOM-ROCK ISLAND  
AMSTA-LC-GPA-A  
MATTHEW KOPEL (309) 782-7888  
ROCK ISLAND IL 61299-7630

Code WS2H09

7. Administered By (If other than Item 6)

DOMA TEXAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843

Code

04402A

EMAIL: MATTHEW.KOPEL@US.ARMY.MIL

SCD A

PAS NONE

ADP PT HQ0319

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

WS2H09-05-D-0260/0003

10B. Dated (See Item 13)

2007JUN15

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 08K64

Facility Code

**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 amendments; (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)

SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 9

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)

16A. Name And Title Of Contracting Officer (Type or print)

JOYCE L. KLEIN  
JOYCE L. KLEIN@US.ARMY.MIL (309) 782-5051

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/

(Signature of Contracting Officer)

2008AUG06

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIN W52H09-05-D-0260/0003

MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 02 to W52H09-05-D-0260 DO 0003 is to:

1) Divert Shipments of ~~XXXX~~

From: W31G1Z	W6202T
XR WOLF Anniston Munitions Center	XU BRP DIST DEPOT San Joaquin
Trans Officer 256 235 6837 CL V	25600 S Chrisman Road
7 Frankford Ave Bldg 380	Rec Whse 10 PH 209 639 4307
Anniston AL 36201-4199	Tracy CA 95704-5000

W2501U  
 SU Transportation Officer  
 DOSP New Cumberland Facility  
 2001 Mission Drive Door 113 134  
 New Cumberland PA 17070-5001

To: W62H1C  
 XU WONS USA Rock Island Arsenal  
 Bldg 299 Gillespie Av and Beck Lane  
 Rock Island IL 61299-5000

2) For administrative purposes, the diverted shipments from Anniston, Tracy, and New Cumberland (CLIN 0001AB DOC REL CODE 001, 002, 003) to Rock Island will be under CLIN 0001AC.

3) The total dollar value of CLIN 0001AB is decreased by ~~XXXX~~ from ~~XXXX~~ to ~~XXXX~~ CLIN 0001AC is added for

4) All other terms and conditions remain the same.

\*\*\* END OF NARRATIVE A8001 \*\*\*



\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-483-6103 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY  NOUN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011  NSN: 1240-01-483-6103  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097151H975 W31G12 J 1 DEL REL CD QUANTITY DEL DATE 001 30-NOV-2008  FOB POINT: Destination  SHIP TO: (W31G12) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6827 CL Y 7 FRANKFORD AVE BLDG 340 ANNISTON AL 36201-4199  CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0003  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H097151H976 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 30-NOV-2008 002 DELETED  FOB POINT: Destination  SHIP TO: (W62G2T) XR W0L7 DEP DIST DEPOT SAN JOAQUIN 36AN ROAD	3	EA	2.5	7.5



\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001AC	<p>RFC WISE 16B PH 209 839 4307                      TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0003</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      003 DELETED</p> <p>Ship To:                      (W52H1C)                      XU WORK USA Rock Island Arsenal                      Bldg 299 Gillespie Av and Beck Lane                      Rock Island IL 61299-5000</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>HCUN: M119 HOWITZER M137                      PRON: 209150221A PRON AMD: 01 ACRN: AB                      AMS CD: 32101366022</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 W15W082073345 Y00000 M 3</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>10-NOV-2008</td> </tr> <tr> <td>002</td> <td></td> <td>10-DEC-2008</td> </tr> <tr> <td>003</td> <td></td> <td>10-JAN-2009</td> </tr> <tr> <td>004</td> <td></td> <td>28-FEB-2009</td> </tr> <tr> <td>005</td> <td></td> <td>10-MAR-2009</td> </tr> </tbody> </table> <p>FGB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO SCHEDULED DELIVERY DATE FOR ITEM                      PRODUCTION DELIVERY SCHEDULE,                      REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      05-D-0260/0003</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001		10-NOV-2008	002		10-DEC-2008	003		10-JAN-2009	004		28-FEB-2009	005		10-MAR-2009	✍	EA	✍	✍
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001		10-NOV-2008																					
002		10-DEC-2008																					
003		10-JAN-2009																					
004		28-FEB-2009																					
005		10-MAR-2009																					

\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIN W52H09-05-D-0260/0003 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 0 - CONTRACT ADMINISTRATION DATA

LINE	FROM/ ANS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M171R213M1 060011	AA	2	\$		\$
0001AC	2C8150221A 32101166022 A18P30222R2C	AB	2 8RM223	\$		\$
				NET CHANGE	\$	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 4D 26KB 811116	W52H09	\$
Army	AB	21 8201300008555R13P32101331E1 528017	W52H09	\$
NET CHANGE				\$ 0.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	STATION
AA	97 0X084930AC9G 811116 76D00000600110000026KB	811116 W52H09
AB	21 081020330000 528017 85R5R133210136602211E1	8RM223528017 W52H09

\*

\*Confidential Treatment Requested

W52H0905D0260

AMEND 02

- \*1 DIVERTED SHIPMENTS
- \*2 DECREASE DOLLAR AMT FOR CLIN 0001AB
- \*3 DOLLAR AMT FROM...
- \*4 DOLLAR AMT TO...
- \*5 0001AB QTY
- \*6 0001AB UNIT PRICE
- \*7 0001AB TOTAL AMT
- \*8 DEL QTYS
- \*9 0001AC QTY
- \*10 0001AC UNIT PRICE
- \*11 0001AC TOTAL AMT
- \*12 DEL QTYS
- \*13 0001AB PRIOR AMT
- \*14 0001AB INCREASE/DECREASE AMT
- \*15 0001AB CUMULATIVE AMT
- \*16 0001AC PRIOR AMT
- \*17 0001AC INCREASE/DECREASE AMT
- \*18 0001AC CUMULATIVE AMT
- \*19 NET CHANGE
- \*20 INCREASE/DECREASE AMT
- \*21 INCREASE/DECREASE AMT
- \*22 PRIOR AMT OF AWARD
- \*23 INCREASE/DECREASE AMT
- \*24 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 3

2. Amendment/Modification No. 01  
3. Effective Date 2007OCT18  
4. Requisition/Purchase Req No. SEE SCHEDULE  
5. Project No. (If applicable)

6. Issued By Code W52H09  
TACOM-ROCK ISLAND  
ANSTA-LC-GAWC-B  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7620  
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

7. Administered By (If other than Item 6) Code B4402A  
DCMA DALLAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843

SCD A PAS NONE ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769

9A. Amendment Of Solicitation No.  
9B. Dated (See Item 11)  
10A. Modification Of Contract/Order No.  
W52H09-05-D-0260/0003  
10B. Dated (See Item 13)  
2007JUN19

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 08K64 Facility Code

**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 amendments; (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)  
ACRN: AA NET INCREASE: \$4,616.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 8  
It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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)  
15B. Contractor/Offeror  
(Signature of person authorized to sign)

16A. Name And Title Of Contracting Officer (Type or print)  
LISA DEVLIN  
LISA.DEVLIN@US.ARMY.MIL (309)782-5541

15C. Date Signed  
16B. United States Of America  
By \_\_\_\_\_ /SIGNED/ \_\_\_\_\_  
(Signature of Contracting Officer)

16C. Date Signed  
2007OCT18



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 5**

**PII/SHN W52K09-05-D-0260/0003**

**MOD/AMD 01**

**Name of Offeror or Contractor:** OPTIK SYSTEMS INC

**SECTION A - SUPPLEMENTAL INFORMATION**

THE PURPOSE OF THIS MODIFICATION 01 TO W52K0905DC260 DO 0003 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF 200: ~~INCREASE TO DELIVERY ORDER 0003~~ <sup>FROM</sup> ~~200~~ <sup>BACK</sup>, DUE TO INCORPORATION OF ECP W07A2020 INTO BASIC AWARD. THIS IS A TOTAL ~~INCREASE TO DELIVERY ORDER 0003~~ <sup>TO</sup> ~~200~~ <sup>200</sup>
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0002 \*\*\*

\*

**\*Confidential Treatment Requested**

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																													
0001	NSN: 1240-01-483-6103 PDCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																													
0001AB	<u>PRODUCTION QUANTITY</u>  NSN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52H097151R976</td> <td>W31G12</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td><i>[Handwritten Signature]</i></td> <td>30-NOV-2008</td> </tr> </table> FOB POINT: Destination  SHIP TO: (W31G12) XR W6L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003  <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>002</td> <td>W52H097151R976</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td><i>[Handwritten Signature]</i></td> <td>30-NOV-2008</td> </tr> <tr> <td>002</td> <td><i>[Handwritten Signature]</i></td> <td>30-DEC-2008</td> </tr> </table> FOB POINT: Destination  SHIP TO: (W62G2T) XU DEP DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WERE 10 PK 209 839 4307 TRACY CA 95304-5000  <u>VERY ORDER NUMBER</u>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H097151R976	W31G12	J		1	DEL REL CD	QUANTITY	DEL DATE	001	<i>[Handwritten Signature]</i>	30-NOV-2008	DOC	SUPPL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H097151R976	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	<i>[Handwritten Signature]</i>	30-NOV-2008	002	<i>[Handwritten Signature]</i>	30-DEC-2008	<i>[Handwritten Signature]</i>	EA	<i>[Handwritten Signature]</i>	
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																									
001	W52H097151R976	W31G12	J		1																																									
DEL REL CD	QUANTITY	DEL DATE																																												
001	<i>[Handwritten Signature]</i>	30-NOV-2008																																												
DOC	SUPPL																																													
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																									
002	W52H097151R976	W62G2T	J		1																																									
DEL REL CD	QUANTITY	DEL DATE																																												
001	<i>[Handwritten Signature]</i>	30-NOV-2008																																												
002	<i>[Handwritten Signature]</i>	30-DEC-2008																																												



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 01

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0003  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W52H097151H977 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 30-NOV-2008 002 30-DEC-2008 003 30-JAN-2009 004 28-FEB-2009 005 30-MAR-2009 006 DELETED  FOB POINT: Destination  SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER EDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5101  CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0003				



\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PHN/SIN W52H09-05-D-0260/0003 MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 0 - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MIPR	ACRN	OSLG STAT/ JOB ORD NO	PRICED AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M171R213M1 060011	AA	2	\$	\$	\$
				NET CHANGE	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	\$
				NET CHANGE

NET CHANGE FOR AWARD	PRICED AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE PRICED AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	S11116	76D0000600110000026KB	S11116
AA	97 0X0X4930AC9G	S11116	76D0000600110000026KB	S11116

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\*Confidential Treatment Requested

W52H0905D0260

AMEND 01

- \*1 INCREASE UNIT PRICE
- \*2 TOTAL INCREASE FROM AMT.
- \*3 TOTAL INCREASED TO AMT
- \*4 0001AB QTY
- \*5 0001AB UNIT PRICE
- \*6 0001AB TOTAL AMT
- \*7 DEL QTYS
- \*8 DEL QTYS
- \*9 DEL QTYS
- \*10 0001AB PRIOR AMT
- \*11 0001AB INCREASE/DECREASE AMT
- \*12 0001AB CUMULATIVE AMT
- \*13 0001AB NET CHANGE
- \*14 INCREASE/DECREASE AMT
- \*15 NET CHANGE
- \*16 PRIOR AMT OF AWARD
- \*17 INCREASE/DECREASE AMT
- \*18 CUMULATIVE OBLIG AMT

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 5
1. CONTRACT PURCH ORDER/AGREEMENT NO. WS2H09-05-D-0240		2. DELIVERY ORDER/CALL NO. 0003	3. DATE OF ORDER/CALL (YYYYMMDD) 2007JUN15	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DCAS
6. ISSUED BY TACOM-ROCK ISLAND ANSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		CODE WS2H09	7. ADMINISTERED BY (if other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843  SCD: A PAS: BCNE ADP PT: HQ0339		CODE B4402A
9. CONTRACTOR  NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769		CODE 08X64	FACILITY	16. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL/DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
14. SHIP TO SEE SCHEDULE		CODE	15. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER DPAS-DO/WRST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE OF ORDER PURCHASE	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. Reference year <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)
<input type="checkbox"/> 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
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders				
* 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 LISA DEVLIN /SIGNED/ LISA.DEVLIN@US.ARMY.MIL (309)782-5541 BY: _____ CONTRACTING/ORDERING OFFICER			25. TOTAL 26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
34. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			
35. RECEIVED AT	36. RECEIVED BY (Print)	37. DATE RECEIVED (YYYYMMDD)	38. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.



\*Confidential Treatment Requested

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 5**

**PIIN/SIN** W52H09-05-D-0260/0003

**MOD/AMD**

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

**SUPPLEMENTAL INFORMATION**










1. DELIVERY ORDER 3003 IS ISSUED ~~FOR~~ EACH M137A2 PANORAMIC TELESCOPE, NSN 1240-01-483-6103, FN 12984713.
2. THE UNIT PRICE ~~OF~~ EACH REFLECTS THE UNIT PRICE FOR CLIN 0001 FOR ORDERING PERIOD 02, 1 JUL 2006 THROUGH 30 JUN 2007. THE TOTAL VALUE OF THIS DELIVERY ORDER IS ~~THE~~
3. THE MAXIMUM ALLOWABLE QUANTITY UNDER THE LONG TERM CONTRACT IS ~~ONE~~ EACH OF M137A2 AND ~~ONE~~ EACH M137A3. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS ~~ONE~~ EACH M137A2 AND ~~ONE~~ EACH M137A3.
4. THE DELIVERY SCHEDULE IS ESTABLISHED IN SECTION B. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.
5. THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT W52H09-05-D-0260.

\*\*\* END OF NARRATIVE A0001 \*\*\*

~~\*~~

**\*Confidential Treatment Requested**

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-483-6103 FCOM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																													
0001AB	<u>PRODUCTION QUANTITY</u>  NSN: M137A2 TELESCOPE, PANORAMIC FROM: M171R213M1 PRON AMD: 01 ACRN: AA AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <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>W52H097151H975</td> <td>W31G12</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td></td> <td>30-AGO-2008</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W31G12) XR WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</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>W52H097151H976</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td></td> <td>30-SEP-2008</td> </tr> <tr> <td>002</td> <td></td> <td>30-NOV-2008</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W62G2T) XU DEP DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC W52E 10 PH 209 839 4307 TRACY CA 95304-5000</p> <p><u>VERY ORDER NUMBER</u></p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H097151H975	W31G12	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001		30-AGO-2008	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	W52H097151H976	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001		30-SEP-2008	002		30-NOV-2008		EA		
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001		30-SEP-2008																																												
002		30-NOV-2008																																												



\*Confidential Treatment Requested



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0260/0003 MOD/AMD

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
	<p>W52H09-05-D-0260/0003</p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>303</td> <td>W52H097151H977</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QU</th> <th>ITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td></td> <td>30-OCT-2008</td> </tr> <tr> <td>002</td> <td></td> <td></td> <td>30-DEC-2008</td> </tr> <tr> <td>003</td> <td></td> <td></td> <td>30-JAN-2009</td> </tr> <tr> <td>004</td> <td></td> <td></td> <td>28-FEB-2009</td> </tr> <tr> <td>005</td> <td></td> <td></td> <td>30-MAR-2009</td> </tr> <tr> <td>006</td> <td></td> <td></td> <td>30-APR-2009</td> </tr> </tbody> </table> <p>POB POINT: Destination</p> <p>SHIP TO:                      (W25G1U) SU TRANSPORTATION OFFICER                      ODSF NEW CUMBERLAND FACILITY                      2001 MISSION DRIVE DOOR 113 134                      NEW CUMBERLAND PA 17070-5001</p> <p>CONTRACT/DELIVERY ORDER NUMBER                      W52H09-05-D-0260/0003</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	303	W52H097151H977	W25G1U	J		1	DEL REL CD	QU	ITY	DEL DATE	001			30-OCT-2008	002			30-DEC-2008	003			30-JAN-2009	004			28-FEB-2009	005			30-MAR-2009	006			30-APR-2009				
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\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PHN/SIN W52H09-05-D-0260/0003 MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	ORIG ACRN	STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AB	M171R213M1		AA	2	97 X4930AC9G 6D	26KB S11116		W52H09		
	060011									
									TOTAL \$	
SERVICE										
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION								
Army	AA	97 X4930AC9G 6D	26KB S11116							
									ACCOUNTING STATION W52H09	
									TOTAL \$	
ACRN	ED1	ACCOUNTING CLASSIFICATION								
AA	97	0X0X4930AC9G S11116 76D00000600110000026KB	S11116							



\*Confidential Treatment Requested

W52H0905D0260

DELIVERY ORDER 0003

- \*1 TOTAL AMT
- \*2 QTY
- \*3 UNIT PRICE
- \*4 TOTAL VALUE OF DEL ORDER
- \*5 QTY
- \*6 QTY
- \*7 QTY
- \*8 QTY
- \*9 0001AB QTY
- \*10 0001AB UNIT PRICE
- \*11 0001AB TOTAL AMT
- \*12 DEL QTY
- \*13 DEL QTY
- \*14 DEL QTY
- \*15 0001AB OBLIGATED AMT
- \*16 0001AB TOTAL OBLIGATED AMT
- \*17 OBLIGATED AMT
- \*18 TOTAL OBLIGATED AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

01

2007OCT18

SEE SCHEDULE

6. Issued By

Code W52H09

7. Administered By (If other than Item 6)

Code 04402A

TACOM-ROCK ISLAND  
AMSTA-IC-GAWC-B  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7630

DCMA DALLAS  
600 NORTH PHARL STREET  
SUITE 1630  
DALLAS TX 75201-2843

EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

SCD A

PAS NONE

ADP FT #00339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OPTIX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52H09-05-D-0260/0002

10B. Dated (See Item 13)

2006AUG18

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 00X64

Facility Code

**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 amendments; (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)

ACRN: AA NET INCREASE: 23,508.16

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 8

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)

16A. Name And Title Of Contracting Officer (Type or print)

LESA DEVLIN  
LESA.DEVLIN@US.ARMY.MIL (309)782-5541

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

2007OCT18

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 4

PIN/SHN W52H99-05-D-0260/0002

MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO W52H9905D0260 DO 0002 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF 6431AR BY ~~1.00~~ EACH, DUE TO INCORPORATION OF ECP W07A2020 INTO BASIC AMARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0002 OF ~~1.00~~ FROM ~~0.00~~
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0002 \*\*\*

**\*Confidential Treatment Requested**

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-6103 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>	<del>XXXX</del>	EA	<del>XXXX</del>	<del>XXXX</del>
	MOLN: TELESCOPE,PANORAMIC PRCN: 206AH1261A PRON AMD: 01 ACRN: AA ANS CD: 32101346046				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H096223T700 W52H1C J W52H1C 3				
	PROJ CD BRK BLS PT				
	019				
	DEL REL CD QUANTITY DEL DATE				
	001				30-JUL-2008
	002				30-AUG-2008
	003				30-SEP-2008
	004				30-OCT-2008
	005 DELETED				
	006 DELETED				
	007 DELETED				
	POB POINT: Destination				
	SHIP TO:				
	(W52H1C) XU W0K8 USA ROCK ISL ARSENAL				
	BLDG 299 GILLESPIE AV AND BECK LANE				
	ROCK ISLAND IL 61299-5000				
	MARK FOR: XU W0K8 USA ROCK ISL ARSENAL				
	TRANSPORTATION OFFICE				
	BLDG 102 RCGMAN AVE AND GILLESPIE				
	ROCK ISLAND IL 61299-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	W52H09-05-D-0260/0002				

X

\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PII/SHN W52R09-05-D-0260/0002

MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	FROM/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO.	PRICE AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0601AB	206AH1261A 32101366046 A16P30462R2C	AA	2 6RM169	\$	\$	\$
			NET CHANGE	\$	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 62033000065R5R13P32101326KH S28017	W52R09	\$
			NET CHANGE	\$

NET CHANGE FOR AWARD:	PRICE AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION			
AA	21 960820330000	S28017	65R5R133210136604626KH	6RM169S28017 W52R09



\*Confidential Treatment Requested

W52H0905D0260

AMEND 01

- \*1 INCREASE UNIT PRICE AMT
- \*2 NEW UNIT PRICE
- \*3 OLD UNIT PRICE
- \*4 0001AB QTY
- \*5 0001AB UNIT PRICE
- \*6 0001AB TOTAL AMT
- \*7 DEL QTYS
- \*8 0001AB PRIOR AMT
- \*9 0001AB INCREASE/DECREASE AMT
- \*10 0001AB CUMULATIVE AMT
- \*11 0001AB NEW CHANGE
- \*12 INCREASE/DECREASE AMT
- \*13 NET CHANGE
- \*14 PRIOR AMT OF AWARD
- \*15 INCREASE/DECREASE AMT
- \*16 CUMULATIVE OBLIG AMT



**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT PURCH ORDER/AGREEMENT NO. MS2H09-05-D-0240		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2016ADGL9		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOAS		
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309) 782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL			7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED					
14. SHIP TO SEE SCHEDULE			15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 162381 COLUMBUS OH 43218-2381		12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 19			
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input 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. 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)				
<input type="checkbox"/> 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: Supply Contracts and Priced Orders									
* 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 LISA DEVLIN /SIGNED/ LISA.DEVLIN@US.ARMY.MIL (309) 782-5541 BY:			25. TOTAL 26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

\*Confidential Treatment Requested

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIN/SIN W52H09-05-D-0260/0002

MOD/AMD

Name of Offeror or Contractor: OPTIX SYSTEMS INC

## SUPPLEMENTAL INFORMATION

1. DELIVERY ORDER 0002 IS ISSUED FOR ~~1~~ EACH, M137A2 PANORAMIC TELESCOPE, NSN: 1240-01-483-6103.
2. THE UNIT PRICE ~~1~~ EACH REFLECTS THE UNIT PRICE FOR CLIN 0001 FOR ORDERING PERIOD 02, 1 JULY 2006 THROUGH 30 JUNE 2007. THE TOTAL VALUE OF THIS DELIVERY ORDER IS ~~1~~.
3. ~~1~~ MAXIMUM ALLOWABLE QUANTITY UNDER THE LONG TERM CONTRACT IS ~~1~~ EACH. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS ~~1~~ CH.
4. THE DELIVERY SCHEDULE IS ESTABLISHED IN SECTION B. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.
5. THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF BASIC CONTRACT W52H09-05-D-0260.

\*\*\* END OF NARRATIVE A 001 \*\*\*

~~1~~~~\*Confidential Treatment Requested\*~~

1 - 2

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIER OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-6103 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY	1	EA		
	NOUN: TELESCOPE, PANORAMIC PRON: 206AK1261A PRON AMD: 01 ACRN: AA AMS CD: 32101366046				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H096223T700 W52H1C J W52H1C 3				
	PROJ CD BRK BLK PT				
	019				
	DEL REL CD QUANTITY DEL DATE				
	001				30-AUG-2007
	002				30-SEP-2007
	003				30-OCT-2007
	004				30-NOV-2007
	005				30-DEC-2007
	006				30-JAN-2008
	007				28-FEB-2008
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W52H1C) XU W0KE USA ROCK ISL ARSENAL				
	BLDG 299 GILLESPIE AV AND BECK LAKE				
	ROCK ISLAND IL 61299-5000				
	MARK FOR: XU W0KE USA ROCK ISL ARSENAL				
	TRANSPORTATION OFFICE				
	BLDG 102 HODMAN AVE AND GILLESPIE				
	ROCK ISLAND IL 61299-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	-D-0260/0002				

\*Confidential Treatment Requested



**WS2H0905D0260**

**DELIVERY ORDER 0002**

- \*1 TOTAL AMT
- \*2 QTY
- \*3 UNIT PRICE
- \*4 TOTAL VALUE OF DEL ORDER
- \*5 QTY
- \*6 QTY
- \*7 0001AB QTY
- \*8 0001AB UNIT PRICE
- \*9 0001AB TOTAL AMT
- \*10 DEL QTYS
- \*11 0001AB OBLIGATED AMT
- \*12 0001AB TOTAL AMT
- \*13 OBLIGATED AMT
- \*14 TOTAL OBLIGATED AMT

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code Firm-Fixed-Price	Page 1 Of 5
2. Amendment/Modification No. 04	3. Effective Date 2008AUG06	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GFA-A MATTHEW KOPEL (309)782-7888 ROCK ISLAND IL 61299-7630  EMAIL: MATTHEW.KOPEL@US.ARMY.MIL	Code WS2H09	7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code	84402A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.		SCD A	PAS NONE	ADP PT HQ0339
Code 68K54	Facility Code	9A. Amendment Of Solicitation No.		
		9B. Dated (See Item 11)		
		10A. Modification Of Contract/Order No. WS2H09-05-D-0260/0001		
		10B. Dated (See Item 13) 2008AUG03		

**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 amendments; (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)  
SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

A. This Change Order is Issued Pursuant To:  
The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIM JOYCE.L.KLEIM@US.ARMY.MIL (309)782-5051	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2008AUG06

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIN W52H09-05-D-0260/0001

MOD/AMD 04

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

The Purpose of this Modification 04 to W52H09-05-D-0260 DO 0001 is to:

1) Divert Shipments of ~~XXXX~~

From : W3101Z

ER W017 Anniston Munitions Center  
Trans Officer 256 235 6937 CL V  
7 Frankford Ave Bldg 380  
Anniston AL 36201-4199

W6202T

XU DEP DIST Depot San Joaquin  
25600 S Christian Road  
Rec Whse 10 PH 209 839 4307  
Tracy CA 95334-500

To: W52H1C

XU W0X8 USA Rock Island Arsenal  
Bldg 299 Gillespie Av and Beck Lane  
Rock Island IL 61299-5000

2) For Administrative purposes, the diverted shipments from Tracy and Anniston (CLIN 0001AC DOC REL CODE 001 and 002) to Rock Island will be under CLIN 0001AD.

3) CLIN 0001AC is being deleted and being replaced with CLIN 0001AD.

4) ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0004 \*\*\*

**\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PHN/SIN WS2H09-05-D-0260/0001 MOD/AMD 04

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																					
0001	NSN: 9999-99-999-9999 NOUN: M119 HOWITZER M137 SECURITY CLASS: Unclassified																																					
0001AC	DELETED  NSN: 1240-01-463-6103  (End of narrative B001)																																					
0001AD	<u>PRODUCTION QUANTITY</u>  NOUN: M119 HOWITZER M137 FROM: 2C8140221A FROM AMD: 01 ACRN: AC AMS CD: 32101366022  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADSR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W150W982073342</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>REL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-OCT-2007</td> </tr> <tr> <td>002</td> <td></td> <td>30-NOV-2007</td> </tr> <tr> <td>003</td> <td></td> <td>30-DEC-2007</td> </tr> <tr> <td>004</td> <td></td> <td>30-JAN-2008</td> </tr> <tr> <td>005</td> <td></td> <td>28-FEB-2008</td> </tr> <tr> <td>006</td> <td></td> <td>30-MAR-2008</td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE. REQUIRED UNDER THIS REQUISITION.  (Y ORDER NUMBER)	REL CD	MILSTRIP	ADSR	SIG CD	MARK FOR	TP CD	001	W150W982073342	Y00000	M		3	REL REL CD	QUANTITY	DEL DATE	001		30-OCT-2007	002		30-NOV-2007	003		30-DEC-2007	004		30-JAN-2008	005		28-FEB-2008	006		30-MAR-2008		EA		
REL CD	MILSTRIP	ADSR	SIG CD	MARK FOR	TP CD																																	
001	W150W982073342	Y00000	M		3																																	
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\*Confidential Treatment Requested



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 04

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0001  SHIP TO: (W52H1C) XU W0K8 UGA Rock Isl Arsenal 8100 299 Gillespie Av and Beck Lane Rock Island IL 61299-5000  (End of narrative F001)				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIN WS2H09-05-D-0260/0001 MOD/AMD 04

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PROJ/AMS CD/MLPR	ACRN	ORIG STAT/ JOB ORD NO	PRICE AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AC	M151F192M1 060011	AB	2	\$	\$	\$
0001AD	2C8146221A 32101166022 A18P36222R2C	AC	2 8WK223	\$	\$	\$
NET CHANGE				\$	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	97 X4910AC9G 6D 26FB S11116	WS2H09	\$
Army	AC	21 82033000085R5R13P32101331E1 S28017	WS2H09	\$
NET CHANGE				\$

NET CHANGE FOR AWARD:	PRICE AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION		
AB	97 0X0R4910AC9G S11116	54D000000600110000026WB	S11116 WS2H09
AC	21 081020330000 S28017	85R5R133210134602231E1	82022328017 WS2H09



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W52H0905D0260

AMEND 04

- \*1 AMT OF DIVERTED SHIPMENTS
- \*2 0001AD QTY
- \*3 0001AD UNIT PRICE
- \*4 0001AD TOTAL AMT
- \*5 DEL QTYS
- \*6 0001AC PRIOR AMT
- \*7 0001AC INCREASE/DECREASE AMT
- \*8 0001AC CUMULATIVE AMT
- \*9 0001AD PRIOR AMT
- \*10 0001AD INCREASE/DECREASE AMT
- \*11 0001AD CUMULATIVE AMT
- \*12 NET CHANGE AMT
- \*13 INCREASE/DECREASE AMT
- \*14 NEW CHANGE AMT
- \*15 PRIOR AMT OF AWARD
- \*16 INCREASE/DECREASE AMT
- \*17 CUMULATIVE OBLIG AMT

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code <i>Fixed-Price</i>	Page 1 Of 7
2. Amendment/Modification No. 03	3. Effective Date 2007OCT12	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GANF-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		Code NS2K09	7. Administered By (If other than Item 6) DCMA DALLAS 400 NORTH PEARL STREET SUITE 1430 DALLAS TX 75201-2843  Code 04402A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.		9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  10A. Modification Of Contract/Order No. MS2K09-05-D-0260/0001 10B. Dated (See Item 13) 2005AUG03		
Code 59K64	Facility Code	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 amendments; (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)  
SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.

- KIND MOD CODE: 8
- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541	
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2007OCT12

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PHN/SIN W52R09-05-D-0260/0001

MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO W52R0905D0260 DO 0001 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF 0001AB, 0001AC, AND 0002AA ~~AND~~ EACH. THIS IS THE INCORPORATION OF ECP H07A2020 INTO BASIC AWARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0001 OF \$ ~~1,000,000~~
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0004 \*\*\*



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHIN W52H09-05-D-0260/0001 MOD/AMD 03

Page 3 of 7

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																													
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																	
0001	NSN: 1240-01-483-6103 PRON: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																	
0001AB	<u>PRODUCTION QUANTITY</u>		EA																															
	NSN: TELESCOPE, PANORAMIC PRON: W15AF06M1 FROM AMD: 03 ACEN: AA AMS CD: 33104540041 CUSTOMER ORDER NO: 2CSAF1081ALP																																	
	<u>Packaging and Marking</u>																																	
	<u>Inspection and Acceptance</u>																																	
	INSPECTION: Origin ACCEPTANCE: Origin																																	
	<u>Deliveries or Performance</u>																																	
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001	W52H0905207T791	W52KLC	J	W52KLC	1																													
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006		30-MAR-2008																																
007		30-APR-2008																																
008		30-MAY-2008																																
009		30-JUN-2008																																
	FOB POINT: Destination																																	
	SHIP TO:																																	
	(W52KLC) XU W0X8 USA ROCK ISL ARSENAL																																	
	BLDG 299 GILLESPIE AV AND BECK LANE																																	
	ROCK ISLAND IL 61299-5000																																	
	MARK FOR: XU W0X8 USA ROCK ISL ARSENAL																																	
	COMMUNICATIONS OFFICE																																	
	AVE AND GILLESPIE																																	



\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE, PANORAMIC PRON: M151F192M1 PRON AMD: 03 ACRN: AB 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 W52H095207H983 W31G12 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 30-OCT-2007 002 30-NOV-2007 003 30-DEC-2007 004 30-JAN-2008 005 28-FEB-2008 006 30-MAR-2007 007 DELETED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W31G12) XR W017 ANNISTON MUNITIONS CENTER TRANS OFFICER 254 235 4837 CL V 7 FRANKFORD AVE BLDG 340 ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H095207H984 W02G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 30-OCT-2007 002 30-NOV-2007 003 30-DEC-2007</p>		EA		

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52R09-05-D-0260/0001 MOD/AMD 03

Page 5 of 7

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004	<del>XXXXXXXXXX</del> 30-JAN-2008				
005	<del>XXXXXXXXXX</del> 28-FEB-2008				
006	<del>XXXXXXXXXX</del> 30-MAR-2008				
007	DELETED				
	PCB POINT: Destination  SHIP TO: (M62G27) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD RSC WARE 16 PK 209 839 4307 TRACY CA 95304-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52R09-05-D-0260/0001				
0002	NSN: 1240-01-481-6100 FSCN: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: TELESCOPE, PANORAMIC PRON: M151F193M1 PRON AMD: 03 ACRN: AB AMS CD: 060011  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 W52R09S205R893 W31G12 J 1 <u>DEL REL_CD QUANTITY DEL DATE</u> 001 <del>XXXXXXXXXX</del> 30-JAN-2008 002 <del>XXXXXXXXXX</del> 28-FEB-2008 003 <del>XXXXXXXXXX</del> 30-MAR-2008 004 <del>XXXXXXXXXX</del> 30-APR-2008 005 <del>XXXXXXXXXX</del> 30-MAY-2008  PCB POINT: Destination		EA		

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 03

Page 6 of 7

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	(W31G1E) XR W017 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001  DOC SUPPL <table border="1"> <thead> <tr> <th>REL_CD</th> <th>KILSTRIP</th> <th>ADDR</th> <th>SIG_CD</th> <th>MARK_FOB</th> <th>TP_CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>W52H095205H984</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL_REL_CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-JAN-2008</td> </tr> <tr> <td>002</td> <td></td> <td>28-FEB-2008</td> </tr> <tr> <td>003</td> <td></td> <td>30-MAR-2008</td> </tr> <tr> <td>004</td> <td></td> <td>30-APR-2008</td> </tr> <tr> <td>005</td> <td></td> <td>30-MAY-2008</td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: (W62G2T) XU DEP DIST DEPOT SAN JOAQUIN 25600 S CHRISTMAS ROAD REC W62E 10 PH 209 839 4307 TRACY CA 95304-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001	REL_CD	KILSTRIP	ADDR	SIG_CD	MARK_FOB	TP_CD	002	W52H095205H984	W62G2T	J		1	DEL_REL_CD	QUANTITY	DEL DATE	001		30-JAN-2008	002		28-FEB-2008	003		30-MAR-2008	004		30-APR-2008	005		30-MAY-2008				
REL_CD	KILSTRIP	ADDR	SIG_CD	MARK_FOB	TP_CD																														
002	W52H095205H984	W62G2T	J		1																														
DEL_REL_CD	QUANTITY	DEL DATE																																	
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005		30-MAY-2008																																	

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\*Confidential Treatment Requested

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Reference No. of Document Being Continued

Page 7 of 7

PIIN/SIN W52R99-05-D-0260/0001 MOD/AMD 03

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/AMS CD/MLFR	ACRN	ORIG STAB/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	W15APC06M1 33104540041 2CSAF1081ALP	AA	2 576C06	\$	\$	\$
0001AC	M151P192M1 060011	AB	2	\$	\$	\$
0002AA	M151P193M1 060011	AB	2	\$	\$	\$
				NET CHANGE	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT	
Army	AA	21 52033001056D6D02P33194526KB	S11116	\$	
Army	AB	97 X4930AC9G 4D 24KB	S11116	\$	
				NET CHANGE	\$

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG ANT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	576C06S11116	W52R09
AA	21 050720330000 S11116 56D6D023310454004126KB		
AB	97 0X0X4930AC9G S11116 54D00000600110000026KB	S11116	



\*Confidential Treatment Requested

W52H0905D0260

AMEND 03

- \*1 UNIT PRICE INCREASE AMT
- \*2 TOTAL PRICE INCREASE
- \*3 0001AB QTY
- \*4 0001AB UNIT PRICE
- \*5 0001AB TOTAL AMT
- \*6 DEL QTYS
- \*7 0001AC QTY
- \*8 0001 AC UNIT PRICE
- \*9 0001AC TOTAL AMT
- \*10 0001AC DEL QTYS
- \*11 DEL QTYS
- \*12 0002AA QTY
- \*13 0002AA UNIT PRICE
- \*14 0002AA TOTAL AMT
- \*15 0002AA DEL QTYS
- \*16 DEL QTYS
- \*17 0001AB PRIOR AMT
- \*18 0001AB INCREASE/DECREASE AMT
- \*19 0001AB CUMULATIVE AMT
- \*20 0001AC PRIOR AMT
- \*21 0001AC INCREASE/DECREASE AMT
- \*22 0001AC CUMULATIVE AMT
- \*23 0002AA PRIOR AMT
- \*24 0002AA INCREASE/DECREASE AMT

- \*25 0002AA CUMULATIVE AMT
- \*26 INCREASE/DECREASE AMT
- \*27 INCREASE/DECREASE AMT
- \*28 PRIOR AMOUNT OF AWARD
- \*29 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code  
*Firm-Fixed-Price* Page 1 Of 6

2. Amendment/Modification No. <p style="text-align: center;">02</p>	3. Effective Date <p style="text-align: center;">2007JAN08</p>	4. Requisition/Purchase Req No. <p style="text-align: center;">SEE SCHEDULE</p>	5. Project No. (If applicable)
6. Issued By TACOM-ROCK ISLAND ANSTA-LC-GAMC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843  SCD A PAS NONE ADP PT HQ339	
Code W52H09		Code 84402A	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2749  TYPE BUSINESS: Other Small Business Performing in U.S.	9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W52H09-05-D-0260/0001 10B. Dated (See Item 13) 2005A0003
Code DRK64	Facility Code

**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 4

It Modifies The Contract/Order No. As Described In Item 14.

<input checked="" type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309) 782-5541	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	2007JAN08

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SHN W52H09-05-D-0260/0001

MOD/AMD 02

**Name of Offeror or Contractor:** OPTIK SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 02 TO W52H0905D0260 DELIVERY ORDER 0001 IS TO REVISE THE DELIVERY SCHEDULE. THIS SCHEDULE REVISION IS NECESSARY BECAUSE OF ONGOING TECHNICAL DATA ISSUES, ENGINEERING CHANGE PROPOSALS, ETC. THEREFORE, THE SCHEDULE REVISION IS DONE AT NO COST TO EITHER PARTY.

SEE SCHEDULE B FOR REVISED DELIVERY DATES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 0003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD 02

Page 3 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ARTICLE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination                      Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>RRL CD MILSTRIP ADDS SIG CD MARK FOR TP CD</u>                      001  <u>DEL RRL CD QUANTITY DEL DATE</u>                      001 1 09-MAR-2007</p> <p>POB POINT: Destination</p> <p>SHIP TO:                      (255555) <u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p> <p>SHIP TO: TACON-ROCK ISLAND                      ATTN: AMSTA-LC-GARC CHRISTINE CARSON                      BLDG 104, 2ND FLR, SE                      ROCK ISLAND IL 61299-7630</p> <p>MARK FOR ATTN: CHRISTINE CARSON</p> <p>(End of narrative #001)</p>	1	LO	\$ ** MSP **	\$ ** MSP **
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE,PANORAMIC                      PRON: W15AF04X1 PRON AMD: 02 ACRN: AA                      AMS CD: 33104540041                      CUSTOMER ORDER NO: 2C5AF10@1ALP</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	[Handwritten mark]	EA	[Handwritten mark]	[Handwritten mark]



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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD 02

Page 4 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL <u>REL CD</u> <u>MILESTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H095207T741 W52H1C J W52H1C 1 <u>PROJ CD</u> <u>BKK BLK PT</u> 019 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 30-MAR-2007 002 30-APR-2007 003 30-MAY-2007 004 30-JUN-2007 005 30-JUL-2007 006 30-AUG-2007 007 30-SEP-2007 008 30-OCT-2007 009 DELETED 010 DELETED 011 DELETED FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU WKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001 PRODUCTION QUANTITY NOUN: TELESCOPE,PANORAMIC PRON: M151F192M1 PRON AMD: 02 ACRN: AB AMS CD: 060011 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL <u>REL CD</u> <u>MILESTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H095207T741 W52H1C J W52H1C 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 30-MAY-2007 002 30-JUN-2007				
0801AC			EA		

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD 02

Page 5 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIERS/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003	30-JUL-2007				
004	30-AUG-2007				
005	30-SEP-2007				
006	30-OCT-2007				
007	30-NOV-2007				
FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W31G1E) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H095207H984 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 30-MAY-2007 002 30-JUN-2007 003 30-JUL-2007 004 30-AUG-2007 005 30-SEP-2007 006 30-OCT-2007 007 30-NOV-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W62G2T) XU ENP DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC W85E 10 PH 209 839 4307 TRACY CA 95304-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 0002AA PRODUCTION QUANTITY WORN: TELESCOPE, PANORAMIC FROM: M151F193M1 FROM AMD: 02 ACRN: AB AMS CD: 060011					
			EA		

\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 02

Page 6 of 6

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																									
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DOC</th> <th>SUPPL</th> <th></th> <th></th> <th></th> <th></th> </tr> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H095205H903</td> <td>W31G1E</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-JUN-2007</td> </tr> <tr> <td>002</td> <td></td> <td>30-JUL-2007</td> </tr> <tr> <td>003</td> <td></td> <td>30-AUG-2007</td> </tr> <tr> <td>004</td> <td></td> <td>30-SEP-2007</td> </tr> <tr> <td>005</td> <td></td> <td>30-OCT-2007</td> </tr> </tbody> </table> <p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W31G1E) XR W0L7 ANNISTON MUNITIONS CENTER                      TRANS OFFICER 256 235 6837 CL V                      7 FRANKFORD AVE BLDG 380                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p> <table border="1"> <thead> <tr> <th>DOC</th> <th>SUPPL</th> <th></th> <th></th> <th></th> <th></th> </tr> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>W52H095205H904</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-JUN-2007</td> </tr> <tr> <td>002</td> <td></td> <td>30-JUL-2007</td> </tr> <tr> <td>003</td> <td></td> <td>30-AUG-2007</td> </tr> <tr> <td>004</td> <td></td> <td>30-SEP-2007</td> </tr> <tr> <td>005</td> <td></td> <td>30-OCT-2007</td> </tr> </tbody> </table> <p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W62G2T) XU DEP DIST DEPOT SAN JOAQUIN                      25600 S CHRISPAN ROAD                      REC W35E 10 PK 209 039 4307                      TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095205H903	W31G1E	J		1	DEL REL CD	QUANTITY	DEL DATE	001		30-JUN-2007	002		30-JUL-2007	003		30-AUG-2007	004		30-SEP-2007	005		30-OCT-2007	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H095205H904	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001		30-JUN-2007	002		30-JUL-2007	003		30-AUG-2007	004		30-SEP-2007	005		30-OCT-2007					
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005		30-OCT-2007																																																																												

\*Confidential Treatment Requested

**W52H0905D0260**

**AMEND 02**

- \*1 0001AB QTY
- \*2 0001AB UNIT PRICE
- \*3 0001AV TOTAL AMT
- \*4 DEL QTYS
- \*5 0001AC QTY
- \*6 UNIT PRICE
- \*7 TOTAL AMT
- \*8 DEL QTYS
- \*9 DEL QTYS
- \*10 0001AA QTY
- \*11 0002AA TOTAL AMT
- \*13 DEL QTYS
- \*14 DEL QTYS

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. <u>01</u>	3. Effective Date <u>2006MAY25</u>	4. Requisition/Purchase Req No. <u>SEE SCHEDULE</u>	5. Project No. (If applicable)
--	---------------------------------------	--	--------------------------------

6. Issued By TACOM-ROCK ISLAND ANGSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code <u>WS2H09</u>	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code <u>D4402A</u>
--	-----------------------	--	-----------------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEK SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. <u>WS2H09-05-D-0260/0001</u>  <input type="checkbox"/> 10B. Dated (See Item 13) <u>2005AUG03</u>
---	--

**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 amendments; (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)  
SEE SECTION G (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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)	16A. Name And Title Of Contracting Officer (Type or print) VECKI AHLGRIM VECKI.AHLGRIM@US.ARMY.MIL (309)782-3220		
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed <u>2006MAY25</u>

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 7

PIN/SHN W52H09-05-D-0260/0001 MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO W52H09-05-D-0260 DELIVERY ORDER 0001 IS TO:

- 1) AS A RESULT OF INCORPORATING ECPS H04A2076, H04A5007, H04A5012, THE UNIT PRICE OF CLINS 0001AB, 0001AC, AND 0002AA HAVE BEEN INCREASED BY 2 UNIT.
- 2) THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0001 OF \$1,000,000.
- 3) AS A RESULT OF CORRECTIONS TO THE TECHNICAL DATA PACKAGE, THE DUE DATE FOR THE FIRST ARTICLE TEST REPORT IS REVISED FROM: 01-JUN-2006 TO: 28-JUL-2006.
- 4) ALLOW FOR THE PURCHASE OF LONG LEAD ITEMS PRIOR TO FIRST ARTICLE APPROVAL TO FACILITATE ON-TIME DELIVERY, IN ACCORDANCE WITH CLAUSE I-70 OF THE CONTRACT, FAR 52.209-3, FIRST ARTICLE APPROVAL - CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II.

THE FOLLOWING ITEMS ARE HEREBY AUTHORIZED AS LONG LEAD ITEMS. THE COST ASSOCIATED WITH THESE ITEMS MAY INCLUDE THE PURCHASE OF MATERIALS AS WELL AS PRODUCTION TO THE EXTENT ESSENTIAL TO MEET THE DELIVERY SCHEDULE.

MATERIAL	PO AMOUNT
	

IN ACCORDANCE WITH THE DOD PROGRESS PAYMENTS CLAUSE, DFARS 252.232-7004, BY REFERENCE CLAUSE I-65 OF THE CONTRACT, PAYMENT REQUESTS MAY BE SUBMITTED FOR NO MORE THAN 90% OF THE ABOVE AMOUNT, OR \$1,000,000, ACCOMPANIED BY SUPPORTING DOCUMENTATION.

- 5) AS A RESULT OF NUMBER 4 ABOVE, FAR 52.232-4506 PROGRESS PAYMENT LIMITATION, IS HEREBY SUPERCEDED BY THE ABOVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 002 \*\*\*



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD 01

Page 3 of 7

Name of Offeror or Contractor: OPTEK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

0001

NSN: 1240-01-483-6103  
 FSCN: 19200  
 PART NR: 12984713  
 SECURITY CLASS: Unclassified

0001AA

FIRST ARTICLE

1

LO

\$ \*\* NSP \*\*

\$ \*\* NSP \*\*

NOUN: FIRST ARTICLE TEST REPORT

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Destination  
 Government Approval/Diaapproval Days: 30

Deliveries or Performance

DOC	SUPPL	REL_CD	MILSTRIP	ADDR	SIG_CD	MARK FOR	TP_CD
001							
DEL REL_CD	QUANTITY	DEL DATE					
001	1	28-JUL-2006					

PCB POINT: Destination

SHIP TO:

(255555) CONTRACT/DELIVERY ORDER NUMBER  
 W52H09-05-D-0260/0001

SHIP TO: TACOM-ROCK ISLAND

ATTN: AMSTA-LC-CFA CHRISTINE CARSON  
 ROCK ISLAND IL 61299-7630

(End of narrative F001)

0001AB

PRODUCTION QUANTITY

EA

NOUN: TELESCOPE, PANORAMIC  
 PRON: W15AF066M1 PRON AMD: 02 ACRN: AA  
 AMS CD: 33104840041  
 CUSTOMER ORDER NO: 2CSAF1081ALP

Packaging and Marking

\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H09S2077701 W52H1C J W52H1C 1				
	PROJ CD BRK BLK FT				
	GL9				
	DEL DEL CD QUANTITY DEL DATE				
	001 30-OCT-2006				
	002 30-NOV-2006				
	003 29-DEC-2006				
	004 30-JAN-2007				
	005 28-FEB-2007				
	006 30-MAR-2007				
	007 30-APR-2007				
	008 30-MAY-2007				
	009 29-JUN-2007				
	010 30-JUL-2007				
	011 30-AUG-2007				
	POB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W52H1C) XU W088 USA ROCK ISL ARSENAL				
	BLDG 299 GILLESPIE AV AND BECK LAKE				
	ROCK ISLAND IL 61299-5000				
	MARK FOR: XU W088 USA ROCK ISL ARSENAL				
	TRANSPORTATION OFFICE				
	BLDG 102 ROCKMAN AVE AND GILLESPIE				
	ROCK ISLAND IL 61299-5000				
	CONTRACT/DELIVERY ORDER NUMBER				
	W52H09-05-D-0260/0001				
0001AC	PRODUCTION QUANTITY				
	NOU: TELESCOPE, PANORAMIC				
	PRON: M151F192M1 PRON AMD: 01 ACRN: AB				
	AMS CD: 069011				
	Packaging and Marking				

\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																				
	INSPECTION: Origin ACCRFNANCE: Origin																																																								
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H095207H983</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-OCT-2006</td> </tr> <tr> <td>002</td> <td></td> <td>30-NOV-2006</td> </tr> <tr> <td>003</td> <td></td> <td>29-DEC-2006</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER                      TRANS OFFICER 256 235 6837 CL V                      7 FRANKFORD AVE BLDG 360                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>W52H095207H984</td> <td>W61G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>29-DEC-2006</td> </tr> <tr> <td>002</td> <td></td> <td>30-JAN-2007</td> </tr> <tr> <td>003</td> <td></td> <td>28-FEB-2007</td> </tr> <tr> <td>004</td> <td></td> <td>30-MAR-2007</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W61G2T) XU DEP DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WISE 10 PH 209 839 4307                      TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095207H983	W31G1Z	J		1	DEL REL CD	QUANTITY	DEL DATE	001		30-OCT-2006	002		30-NOV-2006	003		29-DEC-2006	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H095207H984	W61G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001		29-DEC-2006	002		30-JAN-2007	003		28-FEB-2007	004		30-MAR-2007					
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																																				
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004		30-MAR-2007																																																							
0002	HSN: 1240-01-483-6100 PSCK: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified																																																								
0002AA	<u>PRODUCTION QUANTITY</u>																																																								

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Name of Offeror or Contractor: OPTIX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOON: TELESCOPE, PANORAMIC FROM: M151F193M1 FROM AMD: 01 ACRN: AB AMS CD: 040011</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 REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 W52H090205H983 W31012 J 1 DEL_REL_CD QUANTITY DEL DATE 001 30-OCT-2006 002 30-NOV-2006 003 29-DEC-2006</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W31012) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p> <p>DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 002 W52H090205H984 W6202T J 1 DEL_REL_CD QUANTITY DEL DATE 001 29-DEC-2006 002 10-JAN-2007 003 28-FEB-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W6202T) XU DWP DIST DEPOT SAN JOAQUIN 25400 S CHRISMAN ROAD REC W05E 10 FR 209 839 4307 TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p>				



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**CONTINUATION SHEET**

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PHN/SHN W52H09-05-D-0240/0001 MOD/AMD 01

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	SRON/ AMS CD/ MIPR	ACRN	ORIG STAT/ JOB ORD NO.	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	W15AFC06M1 33104540041 2CSAF1081ALP	AA	2 576C05	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>
0001AC	M151F192M1 060011	AB	2	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>
0002AA	M151F193M1 060011	AB	2	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>	\$ <del>XXXXXX</del>
NET CHANGE				\$ <del>XXXXXX</del>		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 S2033000056DSD02F33104526KB S11116	W52H09	\$ <del>XXXXXX</del>
Army	AB	97 X4930AC90 6D 26KB S11116	W52H09	\$ <del>XXXXXX</del>
NET CHANGE				\$ <del>XXXXXX</del>

NET CHANGE FOR AWARD: \$ ~~XXXXXX~~ PRIOR AMOUNT OF AWARD: \$ ~~XXXXXX~~ INCREASE/DECREASE AMOUNT: \$ ~~XXXXXX~~ CUMULATIVE OBLIG ANT: \$ ~~XXXXXX~~

~~\*~~  
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W52H0905D0260

AMEND 01

- \*1 UNIT PRICE INCREASE
- \*2 INCREASED PRICE AMT
- \*3 MATERIAL PO AMTS
- \*4 COST
- \*5 0001AB QTY
- \*6 0001AB UNIT PRICE
- \*7 0001AB TOTAL QTY
- \*8 DEL QTYS
- \*9 0001AC QTY
- \*10 0001AC UNIT PRICE
- \*11 0001AC TOTAL AMT
- \*12 001 DELIVERY QTY
- \*13 002 DEL QTY
- \*14 003 DEL QTY
- \*15 001 DEL QTY
- \*16 002 DEL QTY
- \*17 003 DEL QTY
- \*18 004 DEL QTY
- \*19 002AA QTY
- \*20 0002AA UNIT PRICE
- \*21 0002AA TOTAL AMT
- \*22 001 DEL QTY
- \*23 002 DEL QTY
- \*24 003 DEL QTY

- \*25 001 DEL QTY
- \*26 002 DEL QTY
- \*27 003 DEL QTY
- \*28 0001AB PRIOR AMT
- \*29 0001AB INCREASE/DECREASE AMT
- \*30 0001AB CUMULATIVE AMT
- \*31 0001AC PRIOR AMT
- \*32 0001AC INCREASE/DECREASE AMT
- \*33 0001AC CUMULATIVE AMT
- \*34 0002AA PRIOR AMT
- \*35 INCREASE/DECREASE AMT
- \*36 CUMULATIVE AMT
- \*37 NET CHANGE
- \*38 INCREASE/DECREASE AMT
- \*39 INCREASE/DECREASE AMT
- \*40 NET CHANGE
- \*41 PRIOR AMOUNT OF AWARE
- \*42 INCREASE/DECREASE AMT
- \*43 CUMULATIVE OBLIG AMT

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. WS2809-05-D-0260		2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2015AUG03		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOAS	
6. ISSUED BY TACOM-ROCK ISLAND AMDTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL			7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		9. CONTRACTOR CODE 03864 NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769		
10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	
14. SHIP TO SEE SCHEDULE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 142381 COLUMBUS OH 43218-2381			16. MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2		17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE		
16. TYPE OF ORDER DELIVERY CALL <input checked="" type="checkbox"/> PURCHASE <input 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. Reference year <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)			
<input type="checkbox"/> If this box is marked, supplier must sign. Acceptance and return the following number of copies:									
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: Supply Contracts and Priced Orders									
* 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 VICKI AHLGRIM /SIGNED/ VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL 26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		35. BILL OF LADING NO.			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.									
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							
37. RECEIVED BY		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
								42. S/R VOUCHER NO.	

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PREVIOUS EDITION IS OBSOLETE.

## CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN W52H09-05-D-0260/0001

MOD/AMD

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SUPPLEMENTAL INFORMATION

1. THIS DELIVERY ORDER 0001, TO CONTRACT W52H09-05-D-0260 IS FOR EACH M137A2 PANORAMIC TELESCOPE, NSN: 1240-01-483-6103 FOR CLIN 0001AA AND 0001AC AND 50 EACH M137A3 PANORAMIC TELESCOPE, NSN: 1240-01-483-6100 FOR CLIN 0002AA.
2. UNIT PRICES HAVE BEEN ADJUSTED ON THIS DELIVERY ORDER TO AMORTISE FIRST ARTICLE TEST COSTS. FUTURE DELIVERY ORDERS WILL USE UNIT PRICES PROPOSED BY THE CONTRACTOR FOR THE APPROPRIATE QUANTITY RANGES AND ORDERING PERIOD, AS SUBMITTED BY THE CONTRACTOR 8 JULY 2005.
3. THIS ORDER IS ISSUED DURING ORDERING PERIOD 1 (DATE OF AWARD - 30 JUN 2006) FOR A TOTAL PRICE OF \$
4. FIRST ARTICLE TEST (FAT) IS REQUIRED. FOR CLIN 0001AA, FAT INCLUDES EACH M137A2 PANORAMIC TELESCOPE. FAT REPORT IS DUE 1 JUN 2006 (300 DAYS AFTER AWARD).
5. FOR CLINS 0001AB AND 0001AC, DELIVERY OF THE INITIAL QUANTITY OF EACH IS DUE 30 OCT 06 (450 DAYS AFTER AWARD), FOB DESTINATION, AND \$ PER MONTH THEREAFTER.
6. FOR CLIN 0002AA, DELIVERY OF THE INITIAL QUANTITY OF EACH IS DUE 30 OCT 06 (450 DAYS AFTER AWARD), FOB DESTINATION, AND \$ PER MONTH THEREAFTER.
6. EARLY DELIVERIES ARE AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.
7. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 001 \*\*\*



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Reference No. of Document Being Continued  
PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1245-01-483-6103 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AA	FIRST ARTICLE  NOUN: FIRST ARTICLE TEST REPORT  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 1 01-JUN-2006  PCB POINT: Destination  SHIP TO: (255555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CPA ROCK ISLAND IL 61299-7630  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001	1	LO	\$ ** MSP **	\$ ** MSP **
0001AB	PRODUCTION QUANTITY  NOUN: TELESCOPE, PANORAMIC FRON: W15AF06M1 PRON AMD: 01 ACRN: AA AMS CD: 33104540041 CUSTOMER ORDER NO: 2CSAF1081ALP  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	<i>[Handwritten]</i>	EA	<i>[Handwritten]</i>	<i>[Handwritten]</i>






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Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD

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Name of Offeror or Contractor: OPTRE SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DOC SUPPG                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 W52H0952077701 W52H1C J W52H1C 1                      PROJ CD BRK BLK FT                      019</p> <p>DEL REL CD QUANTITY DEL DATE                      001 30-OCT-2006                      002 30-NOV-2006                      003 29-DEC-2006                      004 30-JAN-2007                      005 28-FEB-2007                      006 30-MAR-2007                      007 30-APR-2007                      008 30-MAY-2007                      009 29-JUN-2007                      010 30-JUL-2007                      011 30-AGO-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W52H1C) XU W0K8 USA O8C ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: XU W0K8 USA O8C ROCK ISL ARSENAL                      TRANSPORTATION OFFICE                      BLDG 102 RODMAN AVE AND GILLESPIE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p>				
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE, PANORAMIC                      PRON: M151P192M1 PRON AMD: 01 ACRN: AB                      AMS CD: 060011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>		EA		



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Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52H095207R593 W31015 J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 30-OCT-2006</p> <p>002 30-NOV-2006</p> <p>003 29-DEC-2006</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W31015) XR W6L7 ANNISTON MUNITIONS CENTER                      TRAMS OFFICER 256 235 6837 CL V                      7 FRANKFORD AVE BLDG 180                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>002 W52H095207H984 W6202T J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 29-DEC-2006</p> <p>002 30-JAN-2007</p> <p>003 28-FEB-2007</p> <p>004 30-MAR-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W6202T) XU DEP DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC W58E 10 PH 209 833 4307                      TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0260/0001</p>				
0002	<p>NSN: 1245-01-483-6100</p> <p>FECN: 19203</p> <p>PART NR: 12984775</p> <p>SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>RCUN: TELESCOPE, PANORAMIC</p> <p>RCFN: MILSTRIP/AMT FROM AMD: 01 ACRN: AB</p>		EA		



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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 WS2H09S205H903 W3101E J 1                      DEL REL CD QUANTITY DEL DATE                      001 30-OCT-2006                      002 30-NOV-2006                      003 29-DEC-2006</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W3101E) XR W617 ANNISTON MUNITIONS CENTER                      TRANS OFFICER 256 235 6837 CL V                      7 FRANKFORD AVE BLDG 380                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      WS2H09-05-D-0260/0001</p> <p>DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      002 WS2H09S205H904 W6202T J 1                      DEL REL CD QUANTITY DEL DATE                      001 29-DEC-2006                      002 30-JAN-2007                      003 28-FEB-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W6202T) KU DEP DIST DEPOT SAN JOAQUIN                      25600 S CHRISMAN ROAD                      REC WISE 10 PH 209 835 4307                      TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      WS2H09-05-D-0260/0001</p> <p>0003 DATA ITEM \$ ** NSP ** \$ ** NSP **</p> <p>NOIN: CONTRACT DATA REQ LIST</p>				

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**Name of Offeror or Contractor:** OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LISTS (DD FORM 1423), EXHIBIT A. IT IS REQUIRED THAT DATA ITEMS BE DELIVERED USING ELECTRONIC MEDIA. REFER TO THE DD FORM 1423 FOR MORE SPECIFIC ELECTRONIC DELIVERY INFORMATION</p> <p>A D0250 IS NOT REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin    ACCEPTANCE: Destination</p>				

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Reference No. of Document Being Continued

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PII/SEN W52H09-05-D-0260/0001

MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MFR	ACRN	STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	W15AF06M1 33104540041 2CSAF1001ALP	AA	2	21	52033000056D6D02P331045269B	011116	576C06 W52H09	\$
0001AC	M151P192M1 062011	AR	2	97	X4930AC9G 6D	269B	011116	W52H09
0002AA	M151P193M1 060011	AR	2	97	X4930AC9G 6D	269B	011116	W52H09
							TOTAL	\$
SERVICE						ACCOUNTING	OBLIGATED	
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		STATION	AMOUNT			
Army	AA	21	52033000056D6D02P331045269B	011116	W52H09	\$		
Army	AR	97	X4930AC9G 6D	269B	011116	W52H09	\$	
							TOTAL	\$



\*Confidential Treatment Requested

W52H0905D0260

**DELIVERY 0001**

- \*1 TOTAL COST
- \*2 DEL 0001 QTY
- \*3 0001AB QTY
- \*4 0001AC QTY
- \*5 TOTAL PRICE
- \*6 FAT QTY
- \*7 0001AB AND 0001AC DELIARY QTY
- \*8 QTY EACH MONTH
- \*9 0002AA DELIVERY QTY
- \*10 0002AA QTY PER MONTH
- \*11 0001AB QTY
- \*12 0001AB UNIT PRICE
- \*13 0001AB TOTAL AMT
- \*14 DEL QTYS
- \*15 0001AC QTY
- \*16 0001AC UNIT PRICE
- \*17 0001AC TOTAL AMT
- \*18 DEL QTYS
- \*19 DEL QTYS
- \*20 0002AA QTY
- \*21 0001AA UNIT PRICE
- \*22 0002AA TOTAL AMT
- \*22 DEL QTY
- \*23 DEL QTY

- \*24 0001AC OBLIGATED AMT
- \*25 0001AC OBLIGATED AMT
- \*26 0002AA OBLIGATED AMT
- \*27 TOTAL AMT
- \*28 OBLIGATED AMT
- \*29 OBLIGATED AMT

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code Firm-Fixed-Price	Page 1 Of 3
2. Amendment/Modification No. P00006	3. Effective Date 2009AUG20	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND CCTA-AR-FA MATTHEW KOPEL (309)782-7888 ROCK ISLAND IL 61299-7639  EMAIL: MATTHEW.KOPEL@US.ARMY.MIL	Code WS2809	7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439  TYPE BUSINESS: Other Small Business Performing in U.S.		9A. Amendment Of Solicitation No. <input type="checkbox"/>		
Code 08X64 Facility Code		9B. Dated (See Item 11) <input type="checkbox"/>		
		10A. Modification Of Contract/Order No. <input checked="" type="checkbox"/> WS2809-05-D-0240		
		10B. Dated (See Item 13) 2009AUG03		

**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

A. This Change Order is Issued Pursuant To:  
The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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:

D. Other (Specify type of modification and authority) 43.103(a) (3)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2010JUN30

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)		16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIN JOYCE.KLEIN@US.ARMY.MIL (309)782-5051	
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed  30-105-02	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2009AUG20

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 39 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 3**

**PII/SHI WS2H09-05-D-0260**



**MOD/AMD F00006**

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC.

**SECTION A - SUPPLEMENTAL INFORMATION**

1. The purpose of this modification is to incorporate the following Engineering Change Proposal for Packaging changes:

W09A2003, 5 pgs

2. As a result of the incorporation of the Packaging ECP, the unit prices for CLINS 0001 and 0002 have increase by  .  
Revised pricing spreadsheet is attached as pg 2a.

3. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0010 \*\*\*



**\*Confidential Treatment Requested**



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

Page 3 of 3

PIIN/SIN WS2H09-05-D-0260

MOD/AMD P00006

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC.

**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 0038	ECP R09A2003	01-MAR-2009	009	

**WS2H0905D0260**

**AMEND P0006**

\*1 UNIT PRICE INCREASE

\*2 UNIT PRICE INCREASE

2. Amendment/Modification No.  P00003	3. Effective Date  2006AUG18	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code WS2H09	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A
---	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. WS2H09-05-D-0260 <input type="checkbox"/> 10B. Dated (See Item 13) 2005AUG03
---	---

**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority Of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2010JUN30

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)	16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541		
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2006AUG18

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 3

PIIN/SIIN W52H09-05-D-0260

MOD/AMD P00003

Name of Offeror or Contractor: OPTIX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00003 TO W52H09-05-D-0260 IS TO:

- 1) INCORPORATE THE ECPS H05A5003, H05A2035, H06A2018, H06A2027 (NORS 1-7 ONLY), H06A5003
- 2) INCORPORATE REQUESTS FOR DEVIATION (RFD)s H04A7022,
- 3) INCORPORATE THE FOLLOWING VERBIAGE IN REGARDS TO THE TECHNICAL DATA PACKAGE:
  - a) On THE TOP VIEW OF drawing 8587347, the ".144 +.005/-.001 dia" should read ".144 +.005/-.001 dia, .32+.01 deep, 2 holes."
  - b) For F/W 13012648 (Singlet):
    - Note 3. Equivalent F.L. (NOMINAL) = 2.484"
    - Note 4. Back Focal Length = 2.403" +/-0.005"
  - For F/W 13012649 (Doublet):
    - Note 5. Equivalent Focal Length (NOMINAL) = 5.986"
    - Back Focal Length was not specified in the original, and as such, may be left unstated.

THE ABOVE IS ACCOMPLISHED AT NO ADDITIONAL COST TO THE GOVERNMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 007 \*\*\*

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 3 of 3

PIN/SIN W52H09-05-D-0260

MOD/AMD P00003

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 010	ECP H06A5003			
Attachment 011	ECP H06A2035			
Attachment 012	ECP H06A2018			
Attachment 013	ECP H06A2027			
Attachment 014	ECP H06A5003			
Attachment 015	RFD H06A7022			



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 3
2. Amendment/Modification No. P00004	3. Effective Date 2007JUN15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)		
6. Issued By TACOM-ROCK ISLAND ANSTA-LO-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code WS2H03	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code	S4402A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.		9A. Amendment Of Solicitation No.		9B. Dated (See Item 11)	
Code 08K64 Facility Code		<input type="checkbox"/>		<input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. WS2H09-05-D-0260	
		<input type="checkbox"/>		10B. Dated (See Item 13) 2005AUG03	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 amendments; (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) NO CHANGE TO OBLIGATION DATA					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.					
KIND MOD CODE: 0					
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION  Contract Expiration Date: 2010JUN30  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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541			
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/	16C. Date Signed  2007JUN15		
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 3

PIIN/SHN NS2H09-05-D-0240

MOD/AMD P00004

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00004 IS TO:

- 1) INCORPORATE ECPS H06A2031, H06A2064, H07A2091, H06A2091, H07A5002,
- 2) INCORPORATE REQUESTS FOR WAIVERS (RFWs) H06A6051, H06A6052, H06A6053, H06A6061, H06A6083, H06A6084, H06A7060, H06A7061, H06A7063, H07A6011, H07A6032, H07A6033, H07A6034, H07A6035, H07A6036, H07A6037.
- 3) THE DCCAAC FOR SHIPMENT OF FIRST ARTICLE TEST REPORT IS CORRECTED TO NS2H09.

THE ABOVE IS INCORPORATED AT NO ADDITIONAL COST TO THE GOVERNMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0008 \*\*\*



**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 3 of 3

PHN/SIN K52N09-05-D-0260

MOD/AMD P00004

Name of Offeror or Contractor: OPTIX SYSTEMS INC

## SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0016	H06A6051			
Attachment 0017	H06A2064			
Attachment 0018	H06A2091			
Attachment 0019	H07A2001			
Attachment 0020	H07A5002			
Attachment 0021	H06A6051			
Attachment 0022	H06A6052			
Attachment 0023	H06A6053			
Attachment 0024	H06A6061			
Attachment 0025	H06A6083			
Attachment 0026	H06A6084			
Attachment 0027	H06A7060			
Attachment 0028	H06A7061			
Attachment 0029	H06A7053			
Attachment 0030	H07A6011			
Attachment 0031	H07A6032			
Attachment 0032	H07A6033			
Attachment 0033	H07A6034			
Attachment 0034	H07A6035			
Attachment 0035	H07A6036			
Attachment 0036	H07A6037			

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code  
Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00005	3. Effective Date 2007OCT12	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AKSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code MS2H09	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.  Code 08K54      Facility Code	SCD A    PAS S4402A5703APC    ADP PT HQ339 9A. Amendment Of Solicitation No. <input type="checkbox"/> 9B. Dated (See Item 11) _____ 10A. Modification Of Contract/Order No. <input checked="" type="checkbox"/> WS2H09-05-D-0260 10B. Dated (See Item 13) 2005AUG03
--	---

**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 8      It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2010JUN30  
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)	16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541		
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2007OCT12

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 3**

**PHN/SIN** W52H09-05-D-0260


**MOD/AMD** P00005

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

**SECTION A - SUPPLEMENTAL INFORMATION**

THE PURPOSE OF THIS MODIFICATION P00005 TO W52H0905D0260 IS TO:

1) INCORPORATE BCP H07A2020.

2) AS A RESULT OF THE ABOVE CHANGE THE UNIT PRICE IS INCREASED  E UNIT. SEE ATTACHED REVISED PRICING SPREADSHEET.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0003 \*\*\*



**\*Confidential Treatment Requested**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIN W52H09-05-D-0260      MOD/AMD P00005	<b>Page 3 of 3</b>
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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0017	ECP W07A2020			

**W52H0905D0260**

**AMEND P0005**

**\*1 UNIT PRICE INCREASE**

<b>AWARD/CONTRACT</b>		1. This Contract Is A Rated Order Under DPAS (15 CFR 700) <span style="float: right;">▶</span>		Rating <b>DOAS</b>	Page <b>1</b> Of <b>5</b>		
2. Contract (Proc. Inst. Ident) No. <b>WS2H03-05-D-0260</b>		3. Effective Date <b>2005AUG03</b>		4. Requisition/Purchase Request/Project No. <b>SEE SCHEDULE</b>			
5. Issued By <b>TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309) 782-4301 ROCK ISLAND IL 61299-7630</b>		Code <b>WS2H03</b>	6. Administered By (If Other Than Item 5) <b>DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843</b>		Code <b>S4402A</b>		
e-mail address: <b>CHRISTINE.CARSON@US.ARMY.MIL</b>		<b>SCD A PAS S4402A5703APC ADP PT HQ0339</b>					
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) <b>OPTRX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769</b>			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) <b>SEE SCHEDULE</b>				
TYPE BUSINESS: Other Small Business Performing in U.S.			9. Discount For Prompt Payment				
Code <b>0BK64</b>		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) <span style="float: right;">▶</span> To The Address Shown In: Item <b>12</b>			
11. Ship To/Mark For <b>SEE SCHEDULE</b>		Code	12. Payment Will Be Made By <b>DPAS COLUMBUS CENTER DPAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381</b>		Code <b>HQ0339</b>		
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. Accounting And Appropriation Data				
15A. Item No.		15B. Schedule Of Supplies/Services		15C. Quantity	15D. Unit		
<b>SEE SCHEDULE</b>		CONTRACT TYPE: <b>Firm-Fixed-Price</b>		KIND OF CONTRACT: <b>Supply Contracts and Priced Orders</b>			
Contract Expiration Date: <b>2010JUN30</b>				15G. Total Amount Of Contract <span style="float: right;">▶</span> <b>\$0.00</b>			
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	I	Contract Clauses		
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	5
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance		K	Representations, Certifications, and Other Statements of Offerors		
	F	Deliveries or Performance		L	Instrs., Conds., and Notices to Offerors		
	G	Contract Administration Data		M	Evaluation Factors for Award		
	H	Special Contract Requirements					
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>WS2H0305R0051</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer <b>VICKI AELGRIM VICKI.AELGRIM@US.ARMY.MIL (309) 782-3220</b>			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ (Signature of Contracting Officer)		<b>2005AUG03</b>	
<b>NSN 7540-01-152-8069</b>		<b>25-106</b>		<b>Standard Form 26 (Rev. 4-85)</b>		<b>Prescribed By GSA-FAR (4.8 CFR) 53.214(a)</b>	
<b>PREVIOUS EDITIONS UNUSABLE</b>		<b>GPO : 1985 0 - 478-632</b>					

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PHN/SIN W52H09-05-D-0260

MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

1. CONTRACT W52H09-05-D-0260 IS AWARDED TO OPTEX SYSTEMS, INC. THIS CONTRACT IS A 5-YEAR, FIRM FIXED PRICE, INDEFINITE QUANTITY (IDI) CONTRACT (SEE PAR 16.504) FOR THE FOLLOWING ITEMS:

CLIN 0001, M137A2 PANORAMIC TELESCOPE, NSN: 1240-01-483-6103, P/N: 12984713

CLIN 0002, M137A3 PANORAMIC TELESCOPE, NSN: 1240-01-483-6100, P/N: 12984775

2. THIS CONTRACT CONTAINS A REQUIREMENT FOR FIRST ARTICLE TESTING (SEE CLAUSES 894016 AND IF7116). INSPECTION/ACCEPTANCE FOR THE FIRST ARTICLE TEST REPORT WILL BE ORIGIN/DESTINATION; FOB IS DESTINATION.

3. DELIVERY PRODUCTION RATES SHALL BE AS FOLLOWS:

CLIN 0001AA - FIRST ARTICLE TEST (FAT) REPORT:	300 ADA (AFTER DATE OF AWARD)
CLIN 0001AB - PRODUCTION QTY WITH FAT:	450 ADA, INITIAL PRODUCTION OF 25, WITH 25 PER MONTH THEREAFTER
DELIVERY ORDERS SUBSEQUENT TO THE MINIMUM GUARANTEED QTY AND TO FAT APPROVAL:	270 ADA, INITIAL PRODUCTION OF 25, WITH 25 PER MONTH THEREAFTER
CLIN 0002AA - PRODUCTION QTY WITHOUT FAT:	450 ADA, INITIAL PRODUCTION OF 10, WITH 10 PER MONTH THEREAFTER
DELIVERY ORDERS ISSUED SUBSEQUENT TO DELIVERY ORDER 0001:	270 ADA, INITIAL PRODUCTION OF 10, WITH 10 PER MONTH THEREAFTER

EARLIER DELIVERY IS ACCEPTABLE IF ACCOMPLISHED AT NO ADDITIONAL COST TO THE GOVERNMENT.

4. FOR ADMINISTRATIVE PURPOSES, WHEN MULTIPLE APPROPRIATION/FUND TYPES ARE USED ON THE SAME DELIVERY ORDER, THE CLIN STRUCTURE SHALL BE AS FOLLOWS:

CLIN 0001AB - PRODUCTION QTY WITH FAT  
 CLIN 0001AC - PRODUCTION QTY WITH FAT  
 CLIN 0001AD - PRODUCTION QTY WITH FAT  
  
 CLIN 0002AA - PRODUCTION QTY WITHOUT FAT  
 CLIN 0002AB - PRODUCTION QTY WITHOUT FAT  
 CLIN 0002AC - PRODUCTION QTY WITHOUT FAT, ETC.

5. THE PERIOD OF PERFORMANCE UNDER THIS IDIQ CONTRACT IS FIVE YEARS. THE ORDERING PERIODS (OP) ARE AS FOLLOWS:

ORDERING PERIOD (OP) 1: AWARD DATE - 30 JUN 2006  
 ORDERING PERIOD (OP) 2: 1 JUL 2006 - 30 JUN 2007  
 ORDERING PERIOD (OP) 3: 1 JUL 2007 - 30 JUN 2008  
 ORDERING PERIOD (OP) 4: 1 JUL 2008 - 30 JUN 2009  
 ORDERING PERIOD (OP) 5: 1 JUL 2009 - 30 JUN 2010

6. THE FIRM FIXED PRICES FOR ALL PERFORMANCE PERIODS ARE REFLECTED ON ATTACHMENT 001, DATED JULY 8, 2005, AS PROVIDED BY THE CONTRACT IN RESPONSE TO SOLICITATION W52H09-05-R-0051, AS AMENDED.

7. ALL DELIVERIES ARE TO BE FOB DESTINATION. EACH DELIVERY ORDER WILL PROVIDE THE SHIPPING DESTINATIONS. EACH DELIVERY ORDER WILL REFLECT THE PRICE FOR THE QUANTITY RANGE THAT APPLIES. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES.

8. THE GOVERNMENT'S PROJECTED MINIMUM QUANTITY, IDENTIFIED IN SOLICITATION W52H09-05-R-0051, WAS AMENDED BY DISCUSSION LETTER DATED JUNE 30, 2005, AS FOLLOWS: JACH, FOR CLIN 0001. THE GOVERNMENT'S ONLY LIABILITY UNDER THIS CONTRACT IS FOR THE MINIMUM QUANTITY IDENTIFIED ABOVE FOR THE FIRST PERFORMANCE PERIOD. THE GUARANTEED MINIMUM QUANTITY WILL BE OBLIGATED AT TIME OF AWARD OF THIS IDIQ CONTRACT AS DELIVERY ORDER 0001.

9. ALL TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL W52H09-05-R-0051, AMENDMENTS THERETO, AND THE CONTRACTOR'S FINAL PROPOSAL REVISION, DATED JULY 8, 2005, ARE HEREBY INCORPORATED.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W52R09-05-D-0260 MOD/AMD

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p><u>DATA ITEM</u></p> <p>NOCN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 10</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARDED 001 1 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (255555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CYA ROCK ISLAND IL 61299-7630</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>PRODUCTION QTY W/PAT</u></p> <p>NOCN: M137A2 PANORAMIC TELESCOPE</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12384713</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52HLC) XU WORKS USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p>		EA	\$ ** N/A **	



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52R09-05-D-0260 MOD/AMD

Page 4 of 5

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MARK FOR: ATTN: DAVE HERRERA  PFCM: 1240 PART NR: 12984775 SECURITY CLASS: Unclassified				
0002AA	<u>PROQ QTY W/O P&amp;T</u>  NOUN: M137A3 PANORAMIC TELESCOPE  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12984775 DATE: 04-NOV-2004  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Destination		EA	\$ ** N/A **	
0003	<u>DATA ITEM</u>  NOUN: CONTRACT DATA REQ LIST SECURITY CLASS: Unclassified  CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LISTS (DO FORM 1423), EXHIBIT A. IT IS REQUIRED THAT DATA ITEMS BE DELIVERED USING ELECTRONIC MEDIA. REFER TO THE DO FORM 1423 FOR MORE SPECIFIC ELECTRONIC DELIVERY INFORMATION  A DD250 IS NOT REQUIRED  (End of narrative A001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 5 of 5**

**PII/SIN WS2019-05-D-0260**

**MOD/AMD**

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

**SECTION J - LIST OF ATTACHMENTS**

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING EVALUATION SHEET		001	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00001 3. Effective Date 2006APR25 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND Code W52H09 7. Administered By (If other than Item 6) Code S4402A  
AMSTA-IC-CFA-C  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7630  
 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL  
DCMA DALLAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2643  
 SCD A PAS S4402A5703APC ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
OPTEK SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
 Code 08K64 Facility Code

9A. Amendment Of Solicitation No.  
 9B. Dated (See Item 11)  
  
 10A. Modification Of Contract/Order No.  
W52H09-05-D-0260  
 10B. Dated (See Item 13)  
2005AUG03

**II. 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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**III. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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:  
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2010JUN30

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)		16A. Name And Title Of Contracting Officer (Type or print)	
		<u>VICKI AHLGRIM</u> <u>VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220</u>	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
<u>(Signature of person authorized to sign)</u>		By <u>/SIGNED/</u>	<u>2006APR25</u>
		<u>(Signature of Contracting Officer)</u>	

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 4

PIN/SIN W52H59-05-D-0260

MOD/AMD P00001

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION TO BASIC AWARD W52H59-05-D-0260 IS TO:

- 1) INCORPORATE AN ASSIGNMENT OF CLAIMS PER FAR 32.801
- 2) DELETE ALL REFERENCE TO TRITIUM THROUGHOUT THIS AWARD, MIL SPEC, TDP, OR ANY OTHER ATTACHMENT ASSOCIATED WITH THIS AWARD.
- 3) DELETE REFERENCE TO QAPS AND AIE. THEY DO NOT APPLY.
- 4) INCORPORATE THE FOLLOWING ECPs AT NO COST TO THE GOVERNMENT:  
H04A2042, H04A5016, H04A5005, H04A2074, N05A2044.
- 5) Incorporate the following verbiage in regards to the TDP, ECPs, ect.:

"On all drawings where Finish 4.10 is called out as a cleaning operation, any method of vapor degreasing or solvent cleaning that leaves a clean and water break free surface, and removes any organic contaminants or other interfering films is acceptable."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 005 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PHN/SIN W52H09-05-D-0260      MOD/AMD P00001	<b>Page</b> 3 <b>of</b> 4
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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 4

PIN/SIN W52K09-05-D-0260

MOD/AMD P00001

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 002	ECP H04A2062			
Attachment 003	ECP H04A2074			
Attachment 004	ECP H04A5035			
Attachment 005	ECP H04A5016			
Attachment 006	ECP H05A2044			

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Pirm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. <u>P00002</u>	3. Effective Date <u>2006MAY18</u>	4. Requisition/Purchase Req No. <u>SEE SCHEDULE</u>	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61259-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code <u>W52H09</u>	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code <u>S4402A</u>
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. <u>W52H09-05-D-0260</u> <input type="checkbox"/> 10B. Dated (See Item 13) <u>2005A/003</u>
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**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2010JUN30  
 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)		16A. Name And Title Of Contracting Officer (Type or print) VICKI ANGLORIN VICKI.ANGLORIN@US.ARMY.MIL (309) 782-3220	
15B. Contractor/Officer	15C. Date Signed	16B. United States Of America By _____ /SIGNED/	16C. Date Signed <u>2006MAY18</u>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 3


PIIN/SIN W52H09-05-D-0260

MOD/AMD P00002

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO:

- 1) INCORPORATE ECPS H04A2076, H04A5007, H04A5012.
- 2) AS A RESULT OF THE INCORPORATION THE THE ECPS, THE UNIT PRICES FOR CLINS 0001 AND 0002 HAVE INCREASED BY  GR UNIT. REVISED PRICING SHEET IS ATTACHED.
- 3) CORRECT VERBIAGE IN MIL-T-48934:
- a) In paragraph 3.6.2, "...3.5.8 through 3.5.9.2 inclusive..." should be replaced by "...3.11.6 through 3.11.7.2 inclusive and 3.11.2.5..."
- b) In paragraph 3.6.3, the sentence "15 in each direction of 3 mutually perpendicular axes" and the word "each" at the end of the sentence: "Vertical: +50g half sine wave .010 sec. +/- .001 sec. duration, 15 each" should be removed.
- c) In paragraph 3.6.4.2, in the last sentence "...shall exhibit no evidence of damage or physical failure and shall meet the requirements of this specification." the word "the" should be replaced with the word "all".
- d) In the table heading "At -50 degrees F and +150 degrees F" in paragraph 3.11.6, "+150" should be replaced with "+145"
- e) In paragraph 4.2, the last sentence should read "The 3 telescopes shall be tested in accordance with, and meet the requirements of, Tables I and II and paragraphs 4.9.2 and 4.9.3."
- f) In Table I, the requirement for Vibration "B" should be changed from "3.6.5" to "3.6.4.2" and the Test procedure for Collimation Change should be changed from "4.7.2" to "4.7.3".
- g) The reliability assurance testing, if performed, will be done by the government
- h) In paragraph 4.9.1, "3.7.1" should be changed to "3.6.1", also "3.12" should be changed to "3.11.6 through 3.11.7.2 inclusive" and "3.7.6" should be changed to "3.7 through 3.14 inclusive".
- i) In paragraph 4.9.3, the first sentence should read "This test is applicable to the Reliability Assurance Samples and First Article Samples only."
- j) In paragraph 4.9.4, the two references to "3.6.5" should both be changed to "3.6.4.2"

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 006 \*\*\*

**\*Confidential Treatment Requested**



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

Page 3 of 3

PIIN/SIN W52R09-05-D-0240

MOD/AMD P00002

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 007	ECP H04A2074			
Attachment 008	ECP H04A3007			
Attachment 009	ECP H04A5012			

**W52H0905D0260**

**AMEND P0002**

**\*1 INCREASED UNIT PRICE**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code: Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. 01	3. Effective Date 2008JUL17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-IBC CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2043  Code: S4402A	
Code: WS2H09		SCD A PAS W09E ADP PT HQ0339	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. WS2H09-05-D-0248/0004 10B. Dated (See Item 13) 2007JUN25
Code: 08K54 Facility Code	

**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 amendments; (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)  
ACRN: AA SET INCREASE: \$292,147.50

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2008JUL17

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 5

PHN/SIN WS2K09-05-D-0248/0004

MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO WS2K09-05-F-D-0248 DO 0002 IS TO:

- 1) INCREASE THE UNIT PRICE FROM [REDACTED] TO A NEW UNIT PRICE [REDACTED]

THIS UNIT PRICE ADJUSTMENT REPRESENTS A PORTION OF THE NEGOTIATED EQUITABLE ADJUSTMENT. THE ENTIRE EQUITABLE ADJUSTMENT AMOUNT REPRESENTS A FULL AND COMPLETE SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION RAISED IN AND ASSOCIATED WITH ITS REQUEST FOR EQUITABLE ADJUSTMENT, DATED 4 MARCH 2008. IN ADDITION, BECAUSE OPTEX' SEA WAS SUBMITTED ON A TOTAL COST BASIS, THE PARTIES INTEND THIS MODIFICATION TO ADDRESS ALL OF THE PAST ISSUES ON THIS CONTRACT AS OF 4 MARCH 2008. THEREFORE, THIS MODIFICATION REPRESENTS A COMPLETE AND FULL SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT OPTEX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES AND ANY OTHER MATTERS, OCCURRING ON OR BEFORE 4 MARCH 2008, INCLUDING ANY CLAIMS FOR DELAY, UNREALIZED OVERHEAD, ATTORNEY'S FEES, AND ANY OTHER CAUSES OF ACTION, KNOWN OR UNKNOWN TO OPTEX, WHETHER ASSERTED AT THIS TIME OR NOT, ARISING UNDER THIS CONTRACT.

THIS MODIFICATION WILL NOT AFFECT ANY CLAIMS OR CAUSES OF ACTION PERTAINING TO INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND OTHER MATTERS WHICH OCCUR AFTER 4 MARCH 2008.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0002 \*\*\*



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0004 MOD/AMD 01

Page 3 of 5


















Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																										
0001	NSN: 1240-01-483-5324 PSCN: 19200 PART NR: 12984609 SECURITY CLASS: Unclassified																																																										
0001AB	PRODUCTION QUANTITY  NOUN: M187 MOUNT, TELESCOPE AND PRON: M171R582M1 PRON AMD: 01 ACRN: AA AMP CD: 060011  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADSR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H0971502900</td> <td>W25G10</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JUL-2010</td> </tr> <tr> <td>002</td> <td>[REDACTED]</td> <td>30-AUG-2010</td> </tr> <tr> <td>003</td> <td>[REDACTED]</td> <td>30-SEP-2010</td> </tr> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-OCT-2010</td> </tr> <tr> <td>005</td> <td>[REDACTED]</td> <td>30-NOV-2010</td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: (W25G10) SU TRANSPORTATION OFFICER DDBF NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17076-5501  CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0004  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADSR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>W52H0971502901</td> <td>W31G12</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JUL-2010</td> </tr> <tr> <td>002</td> <td>[REDACTED]</td> <td>30-AUG-2010</td> </tr> <tr> <td>003</td> <td>[REDACTED]</td> <td>30-SEP-2010</td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADSR	SIG CD	MARK FOR	TP CD	001	W52H0971502900	W25G10	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	30-JUL-2010	002	[REDACTED]	30-AUG-2010	003	[REDACTED]	30-SEP-2010	004	[REDACTED]	30-OCT-2010	005	[REDACTED]	30-NOV-2010	REL CD	MILSTRIP	ADSR	SIG CD	MARK FOR	TP CD	002	W52H0971502901	W31G12	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	30-JUL-2010	002	[REDACTED]	30-AUG-2010	003	[REDACTED]	30-SEP-2010		EA		
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\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTREX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
004	 30-OCT-2010																																		
005	 30-NOV-2010																																		
FOB POINT: Destination  SHIP TO: (W31012) XR W017 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0004  DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>003</td> <td>W52H0971502902</td> <td>W6202T</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-JUL-2010</td> </tr> <tr> <td>002</td> <td></td> <td>30-AUG-2010</td> </tr> <tr> <td>003</td> <td></td> <td>30-SEP-2010</td> </tr> <tr> <td>004</td> <td></td> <td>30-OCT-2010</td> </tr> <tr> <td>005</td> <td></td> <td>30-NOV-2010</td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: (W6202T) XR W180 DEP DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC W85E 16B PH 209 839 4307 TRACY CA 95304-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0004						REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	003	W52H0971502902	W6202T	J		1	DEL REL CD	QUANTITY	DEL DATE	001		30-JUL-2010	002		30-AUG-2010	003		30-SEP-2010	004		30-OCT-2010	005		30-NOV-2010
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005		30-NOV-2010																																	



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**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SHN W52H09-05-D-0246/0004 MOD/AMD 01

Name of Offeror or Contractor: ODTX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MIFR	ACRN	OSLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M171R58CM1 060011	AA	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE \$	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 6D	268B 811116	\$ [REDACTED]
			W52H09	NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION		
AA	97 0X0X4930AC9G	811116 74500000600110000026KB	811116 W52H09

\*  
\*Confidential Treatment Requested

**W52H0905D0248**

**AMEND 01**

- \*1 INCREASED UNIT PRICE FROM...
- \*2 NEW UNIT PRICE OF....
- \*3 0001AB QTY
- \*4 0001AB UNIT PRICE
- \*5 0001AB TOTAL AMOUNT
- \*6 DELIVERY QTY
- \*7 DELIVERY QTY
- \*8 DELIVERY QTY
- \*9 0001AB PRIOR AMOUNT
- \*10 INCREASE/DECREASE AMOUNT
- \*11 0001AB CUMULATIVE AMOUNT
- \*12 NET CHANGE
- \*13 INCREASE/DECREASE AMOUNT
- \*14 NET CHANGE
- \*15 PRIOR AMOUNT OF AWARD
- \*16 INCREASE/DECREASE AMOUNT
- \*17 CUMULATIVE OBLIG AMT



**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF 5

1. CONTRACT PURCH ORDER/AGREEMENT NO. WS2M09-05-D-0248	2. DELIVERY ORDER/CALL NO. 0004	3. DATE OF ORDER/CALL (YYYYMMDD) 2007JUN25	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DCAS
---	------------------------------------	---	--	---------------------

6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	CODE WS2M09	7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843  SCD: A      PAS: NONE      ADP PT: HQ0339	CODE S4402A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
--	----------------	--	----------------	---

9. CONTRACTOR  NAME AND ADDRESS OFTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	CODE 08664	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL/DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST INSTALLMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
-----------------------------	------	---	----------------	--

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. Reference year <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)
--------------------	-----------	----------------------	------------------------

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: Supply Contracts and Priced Orders				

* 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 LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL 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)	4. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	--------------------	---

a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
--	---------------	----------------------	--------------

c. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. AMOUNT VERIFIED CORRECT FOR  34. CHECK NUMBER
---------------------	-------------------	---	---

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	35. BILL OF LADING NO.
---	--	--	------------------------

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
--------------------	--	------------------------------	----------------------	------------------------	---------------------

\*  
**\*Confidential Treatment Requested**

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 5

PII/NSN WS2H09-05-D-0248/0004


MOD/AMD

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SUPPLEMENTAL INFORMATION

1. Delivery Order 0004 to contract WS2H09-05-D-0248 is for [REDACTED] 07 Telescope Mount, NSN: 1240-01-483-5324, FN 12984689.
2. The unit price of [REDACTED] reflects the unit price of CLIN 0001 issued during Ordering Period 02 (1 JULY 2006 thru 30 JUNE 2007), for a total delivery order price of [REDACTED].
3. Delivery is shown in Schedule B, Supplies/Services.
4. FOB is Destination.
5. Early deliveries are authorized if at no additional cost to the Government.
6. The Maximum Quantity over the Five Ordering Periods is 1250 each. To date, the Total Quantity Ordered under this contract is [REDACTED] each.
7. This delivery order is subject to the terms and conditions of contract WS2H09-05-D-0248.

\*\*\* END OF NARRATIVE A0001 \*\*\*

  
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0004 MOD/AMD

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-5324 FSCN: 19200 PART NR: 12584689 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY  NOUN: M187 MOUNT, TELESCOPE AND FROM: ML11R540M1 FROM AMD: 01 ACRN: AA AMG CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097150Z900 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 30-AUG-2008 002 30-SEP-2008 003 30-OCT-2008 004 30-NOV-2008 005 30-DEC-2008  FOB POINT: Destination  SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DCSF NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001  CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0004  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097150Z901 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 30-AUG-2008 002 30-SEP-2008 ... 30-OCT-2008		EA		

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIN W52H09-05-D-0248/0004 MOD/AMD

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

004	[REDACTED] 30-NOV-2008				
005	[REDACTED] 30-DEC-2008				

FOB POINT: Destination

SHIP TO:  
 (W11012) XR W0L7 ANNISTON MUNITIONS CENTER  
 TRANS OFFICER 256 235 6817 CL V  
 7 FRANKFORD AVE BLDG 380  
 ANNISTON AL 36201-4199

CONTRACT/DELIVERY ORDER NUMBER  
 W52H09-05-D-0248/0004

DOC	SUPPL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD
003	W52H0971502902	W62G2E	J				1

DEL REL CD	QU	DEL DATE
001	[REDACTED]	30-AUG-2008
002	[REDACTED]	30-SEP-2008
003	[REDACTED]	30-OCT-2008
004	[REDACTED]	30-NOV-2008
005	[REDACTED]	30-DEC-2008

FOB POINT: Destination

SHIP TO:  
 (W6202T) XU DEP DIST DEPOT SAN JOAQUIN  
 25400 S CHRISMAN ROAD  
 REC WHSE 10 PH 209 839 4307  
 TRACY CA 95304-5000

CONTRACT/DELIVERY ORDER NUMBER  
 W52H09-05-D-0248/0004



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**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PHN/SHN NS2R09-05-D-0248/0004

MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ NIPS	ORIG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0401AB	M171R80M1 060011	AA	2	97 X4930AC9G 6D	24KB-811116	NS2R09	\$ [REDACTED]
TOTAL							\$ [REDACTED]
SERVICE NAME	TOTAL BY ACRN	ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97	X4930AC9G 6D	24KB 811116		NS2R09	\$ [REDACTED]
TOTAL							\$ [REDACTED]
ACRN	EDI ACCOUNTING CLASSIFICATION						
AA	97 0X0X4930AC9G	811116	76D00000600110000026KB		811116		



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W52H0905D0248

**DELIVERY ORDER 0004**

- \*1 TOTAL AMOUNT
- \*2 QTY
- \*3 UNIT PRICE
- \*4 TOTAL DELIVERY ORDER PRICE
- \*5 TOTAL QTY ORDERED
- \*6 0001AB QTY
- \*7 0001AB UNIT PRICE
- \*8 0001AB TOTAL AMOUNT
- \*9 DELIVERY QTYS\
- \*10 DELIVERY QTYS
- \*11 DELIVERY QTYS
- \*12 0001AB OBLIGATED AMOUNT
- \*13 0001AB TOTAL OBLIGATED AMOUNT
- \*14 OBLIGATED AMOUNT
- \*15 TOTAL OBLIGATED AMOUNT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. 01 3. Effective Date 2008JUL17 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By  
TACOM-ROCK ISLAND  
AMSTA-LC-IBC  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61295-7630  
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL  
Code WS2109

7. Administered By (If other than Item 6)  
DCMA TEXAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843  
Code S4402A

SCD A PAS M09E ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2749  
TYPE BUSINESS: Other Small Business Performing in U.S.  
Code 08054 Facility Code

9A. Amendment Of Solicitation No.  
9B. Dated (See Item 11)  
10A. Modification Of Contract/Order No.  
WS2H09-05-D-0248/0003  
10B. Dated (See Item 13)  
2007MAY01

**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 amendments; (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)  
ACRN: AB MET INCREASE: \$296,042.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8

A. This Change Order is Issued Pursuant To:  
The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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) 16A. Name And Title Of Contracting Officer (Type or print)  
LISA DEVLIN  
LISA.DEVLIN@US.ARMY.MIL (309)782-5541

15B. Contractor/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed  
By \_\_\_\_\_ /SIGNED/ 2008JUL17  
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PII/SHI W52H09-05-D-0248/0003

MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO W52H09-05-D-0248 DO 0003 IS TO:

- 1) INCREASE THE UNIT PRICE FROM [REDACTED], FOR A NEW UNIT PRICE OF [REDACTED]
- 2) FOR ADMINISTRATIVE PURPOSES, THIS INCREASE WILL BE REPRESENTED ON CLIN 1001AB.
- 3) THEREFORE, FOR EACH MOUNT SHIPPED AGAINST CLIN 0001AB, THE CONTRACTOR SHALL BILL AGAINST CLIN 0001AB [REDACTED] AND 1001AB FOR A TOTAL UNIT PRICE OF [REDACTED]

THIS UNIT PRICE ADJUSTMENT REPRESENTS A PORTION OF THE NEGOTIATED EQUITABLE ADJUSTMENT. THE ENTIRE EQUITABLE ADJUSTMENT AMOUNT REPRESENTS A FULL AND COMPLETE SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION RAISED IN AND ASSOCIATED WITH ITS REQUEST FOR EQUITABLE ADJUSTMENT, DATED 4 MARCH 2008. IN ADDITION, BECAUSE OPTEX' SEA WAS SUBMITTED ON A TOTAL COST BASIS, THE PARTIES INTEND THIS MODIFICATION TO ADDRESS ALL OF THE PAST ISSUES ON THIS CONTRACT AS OF 4 MARCH 2008. THEREFORE, THIS MODIFICATION REPRESENTS A COMPLETE AND FULL SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT OPTEX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND ANY OTHER MATTERS, OCCURRING ON OR BEFORE 4 MARCH 2008, INCLUDING ANY CLAIMS FOR DELAY, UNREALIZED OVERHEAD, ATTORNEY'S FEES, AND ANY OTHER CAUSES OF ACTION, KNOWN OR UNKNOWN TO OPTEX, WHETHER ASSERTED AT THIS TIME OR NOT, ARISING UNDER THIS CONTRACT.

THIS MODIFICATION WILL NOT AFFECT ANY CLAIMS OR CAUSES OF ACTION PERTAINING TO INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND OTHER MATTERS WHICH OCCUR AFTER 4 MARCH 2008.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0003 \*\*\*

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\*Confidential Treatment Requested



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52W09-05-D-0248/0003 MOD/AMD 01

Page 3 of 5

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-5324 PSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>	[REDACTED]	EA	[REDACTED]	[REDACTED]
	NSN: MOUNT, TELESCOPE AND PRON: W16AMC37M1 PRON AMD: 02 ACN: AA AMS CD: 3130334015				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	901 W52W0971077732 W52HLC J 3				
	PROJ CD BRK BLK PT				
	019				
	DEL REL CD COUNTRY DEL DATE				
	001 [REDACTED] 30-MAR-2010				
	002 [REDACTED] 30-APR-2010				
	003 [REDACTED] 30-MAY-2010				
	004 [REDACTED] 30-JUN-2010				
	005 [REDACTED] 30-JUL-2010				
	POB POINT: Destination				
	SHIP TO: (W52HLC) XU USA ROCK ISL ARSENAL BLDG 299 GILLSSP:R AV AND BECK LANE ROCK ISLAND IL 61299-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> W52W09-05-D-0248/0003				
1001	SECURITY CLASS: Unclassified				
1001AB	<u>UNIT PRICE INCREASE</u>				[REDACTED]

\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52W09-05-D-0248/0003 MOD/AMD 01

Page 4 of 5

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>NOON: UNIT PRICE INCREASE                      PRON: 2C8110221A PRON AMD: 01 ACRN: AB                      AMS CD: 32101366022</p> <p>ITEMS Shipped ON CLIN 0001AD SHALL ALSO BE BILLED                      AGAINST THIS CLIN 1001AB FOR [REDACTED] CH UP [REDACTED]</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY.                      NO SEPARATE DELIVERY REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>30-DEC-2010</td> </tr> <tr> <td></td> <td>0</td> </tr> </tbody> </table> <p>[REDACTED]</p>	DLVR SCH	PERF COMPL	REL CD	DATE	001	30-DEC-2010		0				
DLVR SCH	PERF COMPL												
REL CD	DATE												
001	30-DEC-2010												
	0												



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**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PHNSIN W52H09-05-D-0248/0053 MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 0 - CONTRACT ADMINISTRATION DATA

FROM/	ANS CD/	ACRN	OBLG STAT/	JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
ITEM	MIFR				AMOUNT	AMOUNT	AMOUNT
1001AB	208110221A	AB	2	88M223	0.00	\$ [REDACTED]	\$ [REDACTED]
	12101366022						
	A18F10222R2C						

NET CHANGE \$ [REDACTED]

SERVICE	NET CHANGE	ACCOUNTING	ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	CLASSIFICATION	STATION	AMOUNT
Army	AB	21 8203300048SR13P32101331E1 828017	W52H09	\$ [REDACTED]
			NET CHANGE	\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
	OF AWARD	AMOUNT	OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING	CLASSIFICATION		
AB	21	081020330000	828017	88SR133210136602231E1 88M223020017 W52H09

\*  
\*Confidential Treatment Requested\*

**W52H0905D0248**

**AMEND 01**

- \*1 INCREASE UNIT PRICE FROM...
- \*2 NEW UNIT PRICE
- \*3 UNIT PRICE
- \*4 UNIT PRICE
- \*5 TOTAL UNIT PRICE
- \*6 0001AB QTY
- \*7 0001AB UNIT PRICE
- \*8 0001AB TOTAL AMOUNT
- \*9 DELIVERY QTY
- \*10 UNIT PRICE INCREASE TOTAL
- \*11 UNIT PRICE
- \*12 UNIT PRICE
- \*13 DELIVERY
- \*14 1001AB INCREASE/DECREASE AMOUNT
- \*15 1001AB CUMULATIVE AMOUNT
- \*16 NET CHANGE
- \*17 INCREASE/DERCREASE AMOUNT
- \*18 NET CHANGE
- \*19 PRIOR AMOUNT OF AWARD
- \*19 INCREASE/DECREASE AMOUNT
- \*20 CUMULATIVE OBLIG AMT

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 4
1. CONTRACT PURCH ORDER/AGREEMENT NO. WS2H09-05-D-0248		2. DELIVERY ORDER/CALL NO. 0003		3. DATE OF ORDER/CALL (YYYYMMDD) 2007MAY01	
4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DCAS		6. ISSUED BY TACOM-ROCK ISLAND AMSTA-IC-GAMC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	
7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		9. CONTRACTOR CODE: 08E64 NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2763	
10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		14. SHIP TO SEE SCHEDULE		15. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER DPAS-CO/WBST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
16. TYPE OF ORDER DELIVERY CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		17. 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.		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
18. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders		20. QUANTITY ORDERED/ACCEPTED*	
21. UNIT		22. UNIT PRICE		23. AMOUNT	
24. UNITED STATES OF AMERICA LIGA DEVLIN /SIGNED/ LIGA.DEVLIN@US.ARMY.MIL (309)782-5541 BY: CONTRACTING/ORDERING OFFICER		25. TOTAL		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED		28. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.	
29. DATE RECEIVED (YYYYMMDD)		30. DATE (YYYYMMDD)		31. PAID BY	
32. SIGNATURE AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
35. DATE (YYYYMMDD)		36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		37. BILL OF LADING NO.	
38. DATE RECEIVED (YYYYMMDD)		39. TOTAL CONTAINERS		40. S/R ACCOUNT NUMBER	
41. S/R VOUCHER NO.		42. S/R VOUCHER NO.		43. S/R VOUCHER NO.	

\*Confidential Treatment Requested

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 4

PIIN/SIN W52H09-05-D-0248/0003 MOD/AMD

Name of Offeror or Contractor: OPTIX SYSTEMS INC

## SUPPLEMENTAL INFORMATION

1. Delivery Order 0003 to contract W52H09-05-D-0248 is for [REDACTED] 187 Telescope Mount, NSN: 1240-01-483-5324, FN 12984689..
2. The unit price of [REDACTED] reflects the unit price of OLIN 0001 issued during Ordering Period 02 (1 JULY 2006 thru 31 JUNE 2007), for a total delivery order price of [REDACTED]
3. Delivery is shown in Schedule B, Supplies/Services.
4. FOB is Destination.
5. Early deliveries are authorized if at no additional cost to the Government.
6. The Maximum Quantity over the Five Ordering Periods is 1250 each. To date, the Total Quantity Ordered under this contract is [REDACTED] each.
7. This delivery order is subject to the terms and conditions of contract W52H09-05-D-0248.

\*\*\* END OF NARRATIVE A 0001 \*\*\*

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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0003 MOD/AMD

Page 3 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	SUPPLIES OR SERVICES AND PRICES/COSTS																						
0001	NSN: 1240-01-483-5324 FCOM: 19300 PART NR: 12984689 SECURITY CLASS: Unclassified																						
0001AB	<u>PRODUCTION QUANTITY</u>  NSN: MOUNT, TELESCOPE AND PRON: W16AMC37M1 PRON AMD: 02 ACRN: AA AMS CD: 31303334015  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL. REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097107T732 W52HLC J 3 PROJ CD BRK BLK PT Q19 <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> <td>28-FEB-2008</td> </tr> <tr> <td>002</td> <td>[REDACTED]</td> <td>30-MAR-2008</td> </tr> <tr> <td>003</td> <td>[REDACTED]</td> <td>30-APR-2008</td> </tr> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-MAY-2008</td> </tr> <tr> <td>005</td> <td>[REDACTED]</td> <td>30-JUN-2008</td> </tr> </tbody> </table> FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W52HLC) XU W0X8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0003	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	28-FEB-2008	002	[REDACTED]	30-MAR-2008	003	[REDACTED]	30-APR-2008	004	[REDACTED]	30-MAY-2008	005	[REDACTED]	30-JUN-2008	[REDACTED]	EA	[REDACTED]	[REDACTED]
DEL REL CD	QUANTITY	DEL DATE																					
001	[REDACTED]	28-FEB-2008																					
002	[REDACTED]	30-MAR-2008																					
003	[REDACTED]	30-APR-2008																					
004	[REDACTED]	30-MAY-2008																					
005	[REDACTED]	30-JUN-2008																					

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**CONTINUATION SHEET**

Reference No. of Document Being Continued  
 PIIN/SIN WS2H09-05-D-0248/0003 MOD/AMD

Page 4 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MIPR	ORIG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
D101AB	W16AMCJ7M1 3130334015 W16M3755M108	AA 2 21	62033000046060D02P31303326KB S11116	676C37	WS2H09	\$ [REDACTED]
					TOTAL	\$ [REDACTED]
SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION		OBLIGATED AMOUNT
Army	AA	21 62033000046060D02P31303326KB S11116		WS2H09		\$ [REDACTED]
					TOTAL	\$ [REDACTED]

ACRN EDI ACCOUNTING CLASSIFICATION  
 AA 21 060820330000 S11116 66D6D023130333401526KB 676C37S11116 WS2H09

*[Handwritten mark]*

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W52H0905D0248

**DELIVERY ORDER 0003**

- \*1 TOTAL COST
- \*2 QTY
- \*2 UNIT PRICE
- \*3 TOTAL DELIVERY ORDER COST
- \*4 QTY
- \*5 0001AB QTY
- \*6 0001AB UNIT PRICE
- \*7 0001AB TOTAL AMOUNT
- \*8 DELIVERY QTY
- \*9 OBLIGATED AMOUNT
- \*10 TOTAL OBLIGATED AMOUNT
- \*11 OBLIGATED AMOUNT
- \*12 TOTAL OBLIGATED AMOUNT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code  
Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 03      3. Effective Date 2008JUL17      4. Requisition/Purchase Req No. SEE SCHEDULE      5. Project No. (If applicable)

6. Issued By TACON-ROCK ISLAND      Code WS2H09      7. Administered By (If other than Item 6) DCMA TEXAS      Code S4402A  
AMSTA-LC-1BC  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7630  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843  
 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL      SCD A      PAS NCNE      ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
 Code 02X64      Facility Code

9A. Amendment Of Solicitation No.   
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.   
WS2H09-05-D-0248/0002  
 10B. Dated (See Item 13)  
2006FEB03

**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 amendments; (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)  
 ACRN: AA NET INCREASE: \$97,382.50

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: Q

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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:  
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print)	
		LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541	
15B. Contractor/Officer	15C. Date Signed	16B. United States Of America	16C. Date Signed
(Signature of person authorized to sign)		By _____ /SIGNED/	2008JUL17
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO WS2H09-05-F-D-0248 DO 0002 IS TO:

1) INCREASE THE UNIT PRICE FROM [REDACTED] TO A UNIT PRICE OF [REDACTED]

THIS UNIT PRICE ADJUSTMENT REPRESENTS A PORTION OF THE NEGOTIATED EQUITABLE ADJUSTMENT. THE ENTIRE EQUITABLE ADJUSTMENT AMOUNT REPRESENTS A FULL AND COMPLETE SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION RAISED IN AND ASSOCIATED WITH ITS REQUEST FOR EQUITABLE ADJUSTMENT, DATED 4 MARCH 2008. IN ADDITION, BECAUSE OPTEX' REA WAS SUBMITTED ON A TOTAL COST BASIS, THE PARTIES INTEND THIS MODIFICATION TO ADDRESS ALL OF THE PAST ISSUES ON THIS CONTRACT AS OF 4 MARCH 2008. THEREFORE, THIS MODIFICATION REPRESENTS A COMPLETE AND FULL SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT OPTEX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND ANY OTHER MATTERS, OCCURRING ON OR BEFORE 4 MARCH 2008, INCLUDING ANY CLAIMS FOR DELAY, UNREALIZED OVERHEAD, ATTORNEY'S FEES, AND ANY OTHER CAUSES OF ACTION, KNOWN OR UNKNOWN TO OPTEX, WHETHER ASSERTED AT THIS TIME OR NOT, ARISING UNDER THIS CONTRACT.

THIS MODIFICATION WILL NOT AFFECT ANY CLAIMS OR CAUSES OF ACTION PERTAINING TO INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND OTHER MATTERS WHICH OCCUR AFTER 4 MARCH 2008.

2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0005 \*\*\*

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**\*Confidential Treatment Requested\***

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0248/0002 MOD/AMD 03

Page 3 of 4

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																								
0001	NSN: 1240-01-402-5124 PSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																								
0001AB	<u>PRODUCTION QUANTITY</u>  NOUN: MOUNT, TELESCOPE AND PRON: M141F756M1 PRON AMD: 05 ACRN: AA AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ACCR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52H0960248304</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JAN-2010</td> </tr> </table> FOB POINT: Destination  SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DOSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002  DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ACCR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>002</td> <td>W52H0960248905</td> <td>W62Q2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>28-FEB-2010</td> </tr> </table> FOB POINT: Destination  SHIP TO: (W62Q2T) XR W18G DEP DIST DESPT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 940001 STOCKTON CA 95296-0130  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002	REL CD	MILSTRIP	ACCR	SIG CD	MARK FOR	TP CD	001	W52H0960248304	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	30-JAN-2010	REL CD	MILSTRIP	ACCR	SIG CD	MARK FOR	TP CD	002	W52H0960248905	W62Q2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	28-FEB-2010	[REDACTED]	EA	[REDACTED]	[REDACTED]
REL CD	MILSTRIP	ACCR	SIG CD	MARK FOR	TP CD																																				
001	W52H0960248304	W25G1U	J		1																																				
DEL REL CD	QUANTITY	DEL DATE																																							
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\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued

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PHN/SIN W52H09-05-D-0248/0002 MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	FROM/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO	PRICE AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	N161F756M1 660011	AA	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE \$	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	\$ [REDACTED]
			W52H09	NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRICE AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG ANT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION		
AA	97 0X0X4930AC9G	S11116	66D00000600110000026KB S11116



\*Confidential Treatment Requested

W52H0905D0248

AMEND 03

- \*1 INCREASED UNIT PRICE FROM...
- \*2 INCREASED UNIT PRICE TO...
- \*3 0001AB QTY
- \*4 0001AB UNIT PRICE
- \*5 0001AB TOTAL AMOUNT
- \*6 DELIVERY QTY
- \*7 DELIVERY QTY
- \*8 0001AB PRIOR AMOUNT
- \*9 0001AB INCREASE/DECREASE AMOUNT
- \*10 0001AB CUMULATIVE AMOUNT
- \*11 INCREASE/DECREASE AMOUNT
- \*12 NET CHANGE
- \*13 PRIOR AMOUNT OF AWARD
- \*14 INCREASE/DECREASE AMOUNT
- \*15 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

02

2007APR26

SEE SCHEDULE

6. Issued By

Code

WS2H09

7. Administered By (If other than Item 6)

Code

24402A

TACOM-ROCK ISLAND  
AMSTA-LC-GPA-B  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7630

DCMA DALLAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843

EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

SCD A PAS NONE ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OPTEK SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2769

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

WS2H09-05-D-0248/0002

10B. Dated (See Item 13)

2306FEB03

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 08E64

Facility Code

**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 amendments; (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)

ACRN: AA NET INCREASE: \$38,750.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 8

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)

16A. Name And Title Of Contracting Officer (Type or print)

LISA DEVLIN  
LISA.DEVLIN@US.ARMY.MIL (309)782-5541

15B. Contractor/Officer

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

2007APR26

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 4

PII/SIN W52H09-05-D-0248/D002

MOD/AMD 02

Name of Offeror or Contractor: OPTIK SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

AS A RESULT OF THE INCORPORATION OF RCP W57A2004:

1) THE UNIT PRICE ON DELIVERY ORDER 0002 IS INCREASED [REDACTED] FOR A TOTAL PRICE [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 0003 \*\*\*



\*Confidential Treatment Requested



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0248/0002 MOD/AMD 02

Page 3 of 4

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-5324 FSCN: 19200 PART NR: 12984688 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>  NOUN: MOUNT, TELESCOPE AND FRON: M161P75GM1 FRON AMD: 04 ACRN: AA AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0960242904 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 25-SEP-2007  FOB POINT: Destination  SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) SU TRANSPORTATION OFFICER DOSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H0960242905 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 [REDACTED] 25-OCT-2007  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002		EA		



\*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 4

PHN/SHN W52H09-05-D-0248/0002 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ NIPR	ACRN	OBLS STAT/ JOB ORD NO	PRICE AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0901AB	M161F754M1 060011	AA	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	
SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	INCREASE/DECREASE AMOUNT	
Army	AA	97	X4930AC9G 6D	249B	S11116	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	
NET CHANGE FOR AWARD:				\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
ACRN	EDI ACCOUNTING CLASSIFICATION					
AA	97	0X0K4930AC9G	S11116	66D00000000110000026KB	S11116	



\*Confidential Treatment Requested

**W52H0905D0248**

**AMEND 02**

- \*1 INCREASED AMOUNT
- \*2 TOTAL PRICE PER UNIT
- \*3 0001AB QTY
- \*4 0001AB UNIT PRICE
- \*5 0001AB TOTAL AMOUNT
- \*6 DELIVERY QTY
- \*7 DELIVERY QTY
- \*8 0001AB PRIOR AMOUNT
- \*9 0001AB INCREASE/DECREASE AMOUNT
- \*10 CUMULATIVE AMOUNT
- \*11 INCREASE/DECREASE AMOUNT
- \*12 NET CHANGE
- \*13 PRIOR AMOUNT OF AWARD
- \*14 INCREASE/DECREASE AMOUNT
- \*15 CUMULATIVE OBLIG AMT

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code Firm-Fixed-Price	Page : Of 4
2. Amendment/Modification No. 01	3. Effective Date 2006JUL26	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309) 782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		Code WS2R09	7. Administered By (If other than Item 6) DCMA DALLAS 610 NORTH PEARL STREET SUITE 1430 DALLAS TX 75201-2843	Code S4402A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.		9A. Amendment Of Solicitation No.  9B. Dated (See Item 11)  10A. Modification Of Contract/Order No. WS2R09-05-D-0248/0002 10B. Dated (See Item 13) 2006FED03		
Code OBR64	Facility Code	SCD A PAS NONE ADP PT HQ0339		

**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 amendments; (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)  
ACRN: AA NET INCREASE: \$11,927.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

KIND MOD CODE: B

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: \_\_\_\_\_

D. Other (Specify type of modification and authority): \_\_\_\_\_

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309) 782-5541	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2006JUL26

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 4**

**PIIN/SIN** W52H09-05-D-0246/0002      **MOD/AMD** 01

**Name of Offeror or Contractor:** OPTIX SYSTEMS INC

**SECTION A - SUPPLEMENTAL INFORMATION**

THE PURPOSE OF THIS MODIFICATION 01 TO W52H09-05-D-0246 DELIVERY ORDER 0002 IS TO:

- 1) INCREASE THE UNIT PRICE OF CLING 6001AB BY [REDACTED] PER UNIT, DUE TO THE INCORPORATION OF A COST IMPACTING ECP (H06A2048). THIS ECP INVOLVES RETROFITTING A NEW QUICK DISCONNECT TO UNITS CURRENTLY IN PRODUCT [REDACTED]
- 2) THIS IS A TOTAL INCREASE TO THIS DELIVERY ORDER [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 002 \*\*\*



**\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0002 MOD/AMD 01

Page 3 of 4

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND            PRON: M161P756M1 PRON AMD: 01 ACEN: 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            REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            001 W52H090242904 W52G1U J 1            DEL REL CD QUANTITY DEL DATE            001 [REDACTED] 28-SEP-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (W52G1U) SU TRANSPORTATION OFFICER            DCSF NEW CUMBERLAND FACILITY            2001 MISSION DRIVE DOOR 113 114            NEW CUMBERLAND PA 17079-5061</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52H09-05-D-0248/0002</p> <p>DOC SUPPL            REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            002 W52H0960242905 W62G2T J 1            DEL REL CD QUANTITY DEL DATE            001 [REDACTED] 28-OCT-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>            (W62G2T) XU DEP DIST DEPOT SAN JOAQUIN            25400 S CHRISMAN ROAD            REC WUSE 10 PH 209 839 4307            TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52H09-05-D-0248/0002</p>	[REDACTED]	EA	[REDACTED]	[REDACTED]



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PHN/SIN WS2H09-05-D-0248/0002 MOD/AMD 01

Name of Offeror or Contractor: OPTIK SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PROG/ AMS CD/ MFR	ACRN	ORIG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M161F756M1 060011	AA	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE \$	\$ [REDACTED]	
SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	INCREASE/DECREASE AMOUNT	
Army	AA	97	X4930AC9G 6D	24KB	G11116	WS2H09
						NET CHANGE \$
NET CHANGE FOR AWARD:				PRIOR AMOUNT OF AWARD \$	INCREASE/DECREASE AMOUNT \$	CUMULATIVE ORIG AMT \$



\*Confidential Treatment Requested

**W52H0905D0248**

**AMEND 01**

- \*1 UNIT PRICE INCREASE
- \*2 QTY
- \*3 DELIVERY ORDER INCREASE AMOUNT
- \*4 0001AB QTY
- \*5 0001AB UNIT PRICE
- \*6 0001AB TOTAL AMOUNT
- \*7 DELIVERY QTY
- \*8 DELIVERY QTY
- \*9 0001AB PRIOR AMOUNT
- \*10 0001AB INCREASE/DECREASE AMOUNT
- \*11 0001AB CUMULATIVE AMOUNT
- \*12 NET CHANGE
- \*13 INCREASE/DECREASE AMOUNT
- \*14 NET CHANGE
- \*15 PRIOR AMOUNT OF AWARD
- \*16 INCREASE/DECREASE AMOUNT
- \*17 CUMULATIVE OBLIG AMT



ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. M52H09-05-D-0248		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2006FEB03		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DCAS	
6. ISSUED BY TACOM-ROCK ISLAND ANSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL			7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				
8. CONTRACTOR NAME AND ADDRESS OPTIX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			9. FACILITY SCD: A PAS: H08E ADP PT: HQ0339		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
14. SHIP TO SEE SCHEDULE			15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43216-2381				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		
16. TYPE OF ORDER DELIVERY CALL <input checked="" type="checkbox"/> PURCHASE			THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. 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)			
<input type="checkbox"/> 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: Supply Contracts and Priced Orders								
* 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 VICEL AHLGREN /SIGNED/ VICEL.AHLGREN@US.ARMY.MIL (309)782-3220 BY:			25. TOTAL 26. DIFFERENCES				
27a. QUANTITY IN COLUMN 18 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		31. PAID BY		32. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				33. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER			
h. DATE (YYYYMMDD)		i. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.				
37. RECEIVED BY		38. DATE RECEIVED (YYYYMMDD)		39. TOTAL CONTAINERS		40. S/R ACCOUNT NUMBER		41. S/R VOUCHER NO.	

\*Confidential Treatment Requested

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 4

PII/SIN WS2H09-05-D-0246/0002

MOD/AMD

Name of Offeror or Contractor: OPTIK SYSTEMS INC

## SUPPLEMENTAL INFORMATION

1. This Delivery Order 0002 against basic award WS2H09-05-D-0246 is for the following items:

CLIN 0001AB [REDACTED] METAL Mount Telescope, MSN: 1240-01-483-5324, P/N: 12984689, unit price [REDACTED]

2. See Section B for delivery schedule.

3. All terms and conditions of the Basic Contract WS2H09-05-D-0246 apply.

\*\*\* END OF NARRATIVE A 001 \*\*\*

**\*Confidential Treatment Requested**

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  M3N: 1240-01-483-5324 P3CM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																								
0001AB	<u>PRODUCTION QUANTITY</u>  M3CN: MOUNT, TELESCOPE AND P3CN: M161F756M1 FROM AMD: 01 ACN: AA AMS CD: 060011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52H0960242904</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>25-SEP-2007</td> </tr> </table> POB POINT: Destination  <u>SHIP TO: PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DCSF NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002  DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>002</td> <td>W52H0960242905</td> <td>W62027</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>25-OCT-2007</td> </tr> </table> POB POINT: Destination  <u>SHIP TO: FREIGHT ADDRESS</u> (W62027) XU DEP DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC W5SE 10 PM 209 839 4307 TRACY CA 95304-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H0960242904	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	25-SEP-2007	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0960242905	W62027	J		1	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	25-OCT-2007	[REDACTED]	EA	[REDACTED]	[REDACTED]
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
001	W52H0960242904	W25G1U	J		1																																				
DEL REL CD	QUANTITY	DEL DATE																																							
001	[REDACTED]	25-SEP-2007																																							
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
002	W52H0960242905	W62027	J		1																																				
DEL REL CD	QUANTITY	DEL DATE																																							
001	[REDACTED]	25-OCT-2007																																							

\*  
 \*Confidential Treatment Requested

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIN W52R09-05-D-0248/0002

MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	FROM/	ANS CD/	ORIG	ACRN	STAT	ACCOUNTING CLASSIFICATION	26KB	011116
ITEM	MIER							
0002AB	M161F756M1		AA	2	97	X4930AC9G 6D		
	060011							

JOB	ACCOUNTING	ORIGATED
ORDER	STATION	AMOUNT
NUMBER		
	W52R09	\$
	TOTAL	\$

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	26KB	011116
NAME				
Army	AA	97 X4930AC9G 6D		

ACCOUNTING	ORIGATED
STATION	AMOUNT
W52R09	\$
TOTAL	\$



\*Confidential Treatment Requested

W52H0905D0248

DELIVERY ORDER 0002

- \*1 TOTAL COST
- \*2 QTY
- \*3 UNIT PRICE
- \*4 TOTAL PRICE
- \*5 0001AB QTY
- \*6 0001AB UNIT PRICE
- \*7 0001AB TOTAL AMOUNT
- \*8 DELIVERY QTY
- \*9 DELIVERY QTY
- \*10 0001AB OBLIGATED AMOUNT
- \*11 0001AB TOTAL AMOUNT
- \*12 OBLIGATED AMOUNT
- \*13 TOTAL OBLIGATED AMOUNT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. <b>14</b>	3. Effective Date <b>2009MAY18</b>	4. Requisition/Purchase Req No. <b>SEE SCHEDULE</b>	5. Project No. (If applicable)
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-1BC CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2043  Code <b>S4402A</b>	
Code <b>MS2H09</b>		SCD A PAS 04402AS601APC ADP PT HQ0339	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  OPTIX SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. MS2H09-05-D-0248/0001 <input type="checkbox"/> 10B. Dated (See Item 13) 2015AD001
Code <b>08K4</b> Facility Code	

**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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 8	<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. <span style="float: right;">The Changes Set Forth In Item 14 Are Made In</span>
	<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
	<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
	<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

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)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed  30-105-02	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2009MAY18

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

Page 2 of 5

PIN/SIN W52H99-05-D-0246/0001 MOD/AMD 14

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC.

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO REVISE THE DELIVERY SCHEDULE FOR CLINS 0001AB AND CLINS 001AC.

SEE SCHEDULE B FOR SCHEDULE.

EARLIER DELIVERIES ARE ACCEPTABLE, IF NO ADDITIONAL COST TO THE GOVERNMENT.

THE SHIPPING DESTINATION FOR CLIN 0001AC HAS BEEN REVISED. ALL SHIPMENTS ON CLIN 0001AC SHALL BE SHIPPED TO RIA. SEE SCHEDULE.

PLEASE NOTE THAT FOR BILLING PURPOSES, SHIPMENTS AGAINST CLIN 0001AB SHALL ALSO BE BILLED AGAINST CLINS 1001AB AND 2001AB. LIKEWISE, SHIPMENTS AGAINST CLIN 001AC SHALL ALSO BE BILLED AGAINST CLINS 1001AC AND 2001AC. SEE MOD 12 FOR DETAILS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0016 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0001 MOD/AMD 14

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																	
0001AB	<p>SECTION 2 - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>ROOM: MOUNT, TELESCOPE AND                      PRON: W15AAC04M1 PRON AMD: 03 ACRN: AA                      AMS CD: 33104540041</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPI P12984689                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H095181T700</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>PROJ CD</th> <th>BRK BLK PT</th> </tr> </thead> <tbody> <tr> <td>019</td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>004</td> <td></td> <td>30-APR-2007</td> </tr> <tr> <td>005</td> <td></td> <td>30-MAY-2007</td> </tr> <tr> <td>006</td> <td></td> <td>30-SEP-2009</td> </tr> <tr> <td>007</td> <td></td> <td>30-OCT-2009</td> </tr> <tr> <td>008</td> <td></td> <td>30-NOV-2009</td> </tr> <tr> <td>009</td> <td></td> <td>30-DEC-2009</td> </tr> <tr> <td>010</td> <td></td> <td>30-JAN-2010</td> </tr> <tr> <td>011</td> <td></td> <td>28-FEB-2010</td> </tr> <tr> <td>012</td> <td></td> <td>30-MAR-2010</td> </tr> <tr> <td>013</td> <td></td> <td>30-APR-2010</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W52H1C) XU USA ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0248/0001</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095181T700	W52H1C	J		1	PROJ CD	BRK BLK PT	019		DEL REL CD	QUANTITY	DEL DATE	004		30-APR-2007	005		30-MAY-2007	006		30-SEP-2009	007		30-OCT-2009	008		30-NOV-2009	009		30-DEC-2009	010		30-JAN-2010	011		28-FEB-2010	012		30-MAR-2010	013		30-APR-2010	[REDACTED]	EA	[REDACTED]	[REDACTED]
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																																	
001	W52H095181T700	W52H1C	J		1																																																	
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\*Confidential Treatment Requested



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIN W52H09-05-D-0248/0001 MOD/AMD 14

Page 4 of 5

Name of Offeror or Contractor: OPTREX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND                      FROM: M161R095M1 FROM AMD: 10 ACEN: AB                      AMS CD: 060011</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPI P12984489                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL_CD MILSTRIP ADDR SIG_CD MARK FOB TP_CD                      001 W52H0951802900 W52H1C J 1</p> <table border="1"> <thead> <tr> <th>DEL REL_CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-JUL-2008</td> </tr> <tr> <td>005</td> <td>[REDACTED]</td> <td>30-SEP-2008</td> </tr> <tr> <td>006</td> <td>[REDACTED]</td> <td>30-OCT-2008</td> </tr> <tr> <td>007</td> <td>[REDACTED]</td> <td>30-NOV-2008</td> </tr> <tr> <td>008</td> <td>[REDACTED]</td> <td>30-MAR-2009</td> </tr> <tr> <td>009</td> <td>[REDACTED]</td> <td>30-APR-2009</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W52H1C) XU USA ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0248/0001</p> <p>DOC SUPPL                      REL_CD MILSTRIP ADDR SIG_CD MARK FOB TP_CD                      002 W52H0952082901 W52H1C J 1</p> <table border="1"> <thead> <tr> <th>DEL REL_CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-MAY-2009</td> </tr> <tr> <td>002</td> <td>[REDACTED]</td> <td>30-JUN-2009</td> </tr> <tr> <td>003</td> <td>[REDACTED]</td> <td>30-JUL-2009</td> </tr> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-AUG-2009</td> </tr> </tbody> </table>	DEL REL_CD	QUANTITY	DEL DATE	004	[REDACTED]	30-JUL-2008	005	[REDACTED]	30-SEP-2008	006	[REDACTED]	30-OCT-2008	007	[REDACTED]	30-NOV-2008	008	[REDACTED]	30-MAR-2009	009	[REDACTED]	30-APR-2009	DEL REL_CD	QUANTITY	DEL DATE	001	[REDACTED]	30-MAY-2009	002	[REDACTED]	30-JUN-2009	003	[REDACTED]	30-JUL-2009	004	[REDACTED]	30-AUG-2009	[REDACTED]	EA	[REDACTED]	[REDACTED]
DEL REL_CD	QUANTITY	DEL DATE																																							
004	[REDACTED]	30-JUL-2008																																							
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006	[REDACTED]	30-OCT-2008																																							
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003	[REDACTED]	30-JUL-2009																																							
004	[REDACTED]	30-AUG-2009																																							



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
**PIIN/SIN** W52H09-05-D-0248/0001 **MOD/AMD** 14

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SHIP TO: (M52H1C)	XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001				

**W52H0905D0248**

**AMEND 14**

- \*1 0001AB QTY
- \*2 0001AB UNIT PRICE
- \*3 0001AB TOTAL AMOUNT
- \*4 DELIVERY QTYS
- \*5 0001AC QTY
- \*6 0001AC UNIT PRICE
- \*7 0001AC TOTAL AMOUNT
- \*8 DELIVERY QTYS
- \*9 DELIVERY QTYS

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 4

PHN/SIN W52H09-05-D-0248/0001 MOD/AMD 11

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ NIPS	ACRN	ORIG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
2001AB	W16AKC37M1 31303334015 W16M3755M108	AC	1 676C37	\$ [REDACTED]	\$ [REDACTED]	0.00
NET CHANGE				\$ [REDACTED]	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 6203380006606D02P31303326KB S11116	W52H09	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	676C37S11116	W52H09
AC	21 060820330000 S11116 66D6D02313033401526KB		



\*Confidential Treatment Requested

W52H0905D0248

AMEND 11

- \*1 PRODUCT
- \*2 UNIT PRICE EACH
- \*3 DECREASED UNIT PRICE
- \*4 INCREASED UNIT PRICE
- \*5 TOTAL UNIT PRICE INCREASE
- \*6 2001AB PRIOR AMOUNT
- \*7 2001AB INCREASE/DECREASE AMOUNT
- \*8 NET CHANGE
- \*9 INCREASE/DECREASE AMOUNT
- \*10 NET CHANGE
- \*11 PRIOR AMOUNT OF AWARD
- \*12 INCREASE/DECREASE AMOUNT
- \*13 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. Contract ID Code  
Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 10	3. Effective Date 2008MAY02	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
-------------------------------------	--------------------------------	---	--------------------------------

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-1DC CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630  EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code WS2H09	7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code D4402A
---	----------------	---	----------------

SCD A PAS 04402A5601APC ADP PT HQ0319

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTIX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. WS2H09-05-D-0248/0001  <input type="checkbox"/> 10B. Dated (See Item 13) 2008ADG01
---	--

Code 08K64 Facility Code

**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 amendments; (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)  
ACRN: AR NET INCREASE: 0542,539.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: #

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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)	16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2008MAY02

NSN 7540-01-152-8070  
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 10 TO W52H905D0248 DELIVERY ORDER 0001 IS TO:

2) THE ABOVE AMOUNT IS ADDED TO CLIN 0004AN FOR A TOTAL CLIN PRICE OF [REDACTED]

3) THIS LUMP SUM PAYMENT REPRESENTS A PORTION OF THE NEGOTIATED EQUITABLE ADJUSTMENT. TO FOLLOW WILL BE UNIT PRICE ADJUSTMENTS ON ALL CURRENT DELIVERY ORDERS ON THIS CONTRACT. This entire equitable adjustment amount represents a full and complete settlement of all claims, demands, and causes of action raised in and associated with its Request for Equitable Adjustment dated 4 March 2008. In addition, because Optex' REA was submitted on a Total Cost basis, the parties intend this Modification to address all of the past issues on this contract as of 4 March 2008. Therefore, this Modification represents a complete and full settlement of all claims, demands, and causes of action that Optex may raise for any incidents, directed/constructive changes, and any other matters, occurring on or before 4 March 2008, including any claims for delay, unrealized overhead, attorney's fees, and any other causes of action, known or unknown to Optex, whether asserted at this time or not, arising under this contract and any Delivery Orders issued against it.

This Modification will not affect any claims or causes of action pertaining to incidents, directed/constructive changes, and other matters which occur after 4 March 2008. The parties also contemplate a subsequent Modification to this Contract, which will increase unit prices for all current and future Delivery Orders on this Contract, as stated above.

A MODIFICATION ESTABLISHING A CONTRACTOR/GOVERNMENT AGREED UPON DELIVERY SCHEDULE ADJUSTMENT WILL ALSO BE FOLLOWED BY THIS MODIFICATION

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A0011 \*\*\*

✕

\*Confidential Treatment Requested





**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 09

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

Special Payment procedures for progress payments:

Please pay progress payments from the oldest funds first. Once oldest funds are depleted, utilize the remaining obligated funds for all other disbursements. This is retroactive to the beginning of the order.

\*\*\* END OF NARRATIVE G0901 \*\*\*

LINE ITEM	FROM/ AMS CD/ MIFR	ACEN	ORLG STAT/ JOB ORD NO.	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0004AA	2C6090461A 32101366046 A16P30462E2C	AD	2 \$ 68M169	0.00 \$	[REDACTED]	[REDACTED]
0004AB	M181P694M1 060911	AB	2 \$	0.00 \$	[REDACTED]	[REDACTED]
NET CHANGE				\$	[REDACTED]	

SERVICE NAME	NET CHANGE BY ACEN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	97 24930AC9G 6D 249B S11116	W52H09	\$ [REDACTED]
Army	AD	21 6203300006585R13P321013255X S28017	W52H09	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACEN	EDI ACCOUNTING CLASSIFICATION	AMOUNT
AB	97 0X0X4930AC9G S11116 86000000600110090026KB	S11116
AD	21 060820330000 S28017 6585R1332101326046255X	68M169S28017 W52H09



\*Confidential Treatment Requested

W52H0905D0248

AMEND 09

- \*1    EQUITABLE ADJUSTMENT AMOUNT
- \*2    UNIT PRICE
- \*3    EQUITABLE ADJUSTMENT
- \*4    0004AA TOTAL AMOUNT
- \*5    DOLLAR AMOUNT
- \*6    0004AB TOTAL AMOUNT
- \*7    DOLLAR AMOUNT
- \*8    0004AA INCREASE/DECREASE AMOUNT
- \*9    0004AA CUMULATIVE AMOUNT
- \*10   0004AB INCREASE/DECREASE AMOUNT
- \*11   0004AB CUMULATIVE AMOUNT
- \*12   NET CHANGE
- \*13   INCREASE/DECREASE AMOUNT
- \*14   INCREASE/DECREASE AMOUNT
- \*15   NET CHANGE
- \*16   PRIOR AMOUNT OF AWARD
- \*17   INCREASE/DECREASE AMOUNT
- \*18   CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **Firm-Fixed-Price** Page 1 Of 1

2. Amendment/Modification No. **U6** 3. Effective Date **2007MAY22** 4. Requisition/Purchase Req No. **SEE SCHEDULE** 5. Project No. (If applicable)

6. Issued By Code **WS2HD9** 7. Administered By (If other than Item 6) Code **S4402A**  
 TACOM-ROCK ISLAND  
 AMSTA-LC-GAMC-B  
 CHRISTINE CARSON (309) 782-4301  
 ROCK ISLAND IL 61299-7610  
 DCMA DALLAS  
 600 NORTH PEARL STREET  
 SUITE 1630  
 DALLAS TX 75201-2843  
 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS 04402A5601APC ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 OPTEX SYSTEMS INC  
 1420 PRESIDENTIAL DR  
 RICHARDSON, TX 75081-2769  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
 Code **08K64** Facility Code

9A. Amendment Of Solicitation No.  
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.  
**WS2HD9-05-D-0248/0001**  
 10B. Dated (See Item 13)  
**2006AUG01**

**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 amendments; (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)  
 NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 1 It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: 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 data, 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:  
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 SEE SECOND PAGE FOR DESCRIPTION

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) 16A. Name And Title Of Contracting Officer (Type or print)  
 LISA DEVLIN  
 LISA.DEVLIN@US.ARMY.MIL (309) 782-5541

15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed  
 By \_\_\_\_\_ /SIGNED/ 2007MAY22  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION US TO W52H9905E0248 DO 0001 IS TO:

1) CHANGE THE SHIPPING DESTINATION OF \* EACH M187 ON CLIN 0001AB

## FROM:

DODAAC - W52H1C  
XU WOKS USA ROCK ISL ARSENAL  
BLDG 299 GILLESPIE AV AND BECK LANE  
ROCK ISLAND IL 61299-5000

## TO:

DODAAC - W905MY  
Commander  
US Army Yuma Proving Ground  
ATTN: CSTE-DTC-YP-YT-MH-A(Clede O'Neal 928-328-7101)  
MOFA Firing Range (KFR) Aberdeen Road Entrance Building 3490M  
Yuma, Arizona 85365-94982) PROVIDE \* EACH OF PART NUMBER \* OPTEX IN ORDER TO PREVENT PRODUCTION LINES FROM SHUTTING DOWN.  
REPLACEMENT PARTS WILL BE RETURNED TO THE GOVERNMENT, ONCE THE SUPPLIER DELIVERS TO OPTEX.

## GPM TO BE SHIPPED TO:

DODAAC - CMADEN  
ATTN: ANGUS LATHAM  
XR OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081-2439

## GPM SHALL BE RETURNED TO:

DODAAC - W52H1C  
XU WOKS USA ROCK ISL ARSENAL  
BLDG 299 GILLESPIE AV AND BECK LANE  
ROCK ISLAND IL 61299-5000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 0007 \*\*\*



\*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-487-5324 FSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified				
0001AB	<p>PRODUCTION QUANTITY</p> <p>NOUN: MOUNT, TELESCOPE AND                      PRCN: W15AAC06H1 PRCN AMD: 03 ACRN: AA                      AMN/CD: 13104540041</p> <p>UNITS UNDER THIS CLIN 0001AB SHALL BE SHIPPED DIRECTLY TO:</p> <p>CODAAC: W905MY                      Commander                      US Army Yuma Proving Ground                      ATTN: CSTE-DTC-YP-YT-MW-A (Cleda O'Neal 928-328-7101)                      KOFA Firing Range (MFR) Aberdeen Road Entrance Building 34908                      Yuma, Arizona 85163-9498</p> <p>REMAINING ITEMS SHALL BE SHIPPED AS DIRECTED ON MOD 05 TO THIS DELIVERY ORDER.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPI P12984689                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	<p>[REDACTED]</p>	<p>EA</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>



\*Confidential Treatment Requested

W52H0905D0248

AMEND U6

\*1 QTY

\*2 QTY

\*3 PART NUMBER

\*4 0001AB QTY

\*5 0001AB UNIT PRICE

\*6 0001AB TOTAL AMOUNT

\*7 QTY

\*8 QTY

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
2001AC	<p>(End of narrative A001)</p> <p><u>MAINTENANCE AND OVERHAUL; DELIVERABLE</u></p> <p>NOUN: MOUNT, TELESCOPE AND                      PRON: M151R095M1 PRON AMD: 06 ACRN: AB                      AMS CD: 060011</p> <p>THESE ARE GOVERNMENT OWNED ASSETS THAT HAVE BEEN PREVIOUSLY SHIPPED AGAINST CLIN 0001AC AND RETURNED TO OPTEX TO BE UPGRADED WITH NEW WORM GEARS PER ECP #07A2006. THESE ITEMS SHALL BE BILLED AT A PRICE OF [REDACTED], UP TO A QUANTITY [REDACTED] UPON DELIVERY BACK TO THE GOVERNMENT.</p> <p>(End of narrative B001)</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></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W52H0951802900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JUN-2008</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W52H1C) XU W0K8 USA ROCK ISL ARSENAL                      TRANSPORTATION OFFICE                      BLDG 102 ROOMAN AVE AND GILLESPIE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0248/0001</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>002</td> <td>W52H0952082901</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-MAY-2008</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1U) SU TRANSPORTATION OFFICER                      EOSP NEW CUMBERLAND FACILITY                      [REDACTED] DRIVE DOOR 115 134                      D PA 17070-5001</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H0951802900	W52H1C	J		1	DEL REL CD	QUANTITY	DEL DATE				001	[REDACTED]	30-JUN-2008				DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0952082901	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE				001	[REDACTED]	30-MAY-2008				[REDACTED]	EA	[REDACTED]	[REDACTED]
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\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIN/SIN WS2109-05-D-0248/0001 MOD/AMD 05

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>CONTRACT/DELIVERY ORDER NUMBER</u> WS2109-05-D-0248/0001</p>				



CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN W52H09-05-D-0248/0001

MOD/AMD 05

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ NIPR	ACRN	ORIG STAY/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AC	M151R095M1 060011	AB	2	\$	\$	\$
1001AB	W16ALC37M1 31303334015	AC	2 676C37	0.00 \$	\$	\$
1001AC	M151R095M1 060011	AB	2	0.00 \$	\$	\$
2001AB	W16AKC37M1 31303334015 W16M3755M108	AC	2 676C37	0.00 \$	\$	\$
2001AC	M151R095M1 060011	AB	2	0.00 \$	\$	\$
NET CHANGE				\$	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	97 X4930AC9G 6D 26KB S11116	W52H09	\$
Army	AC	21 420330060606D02P31303326KB S11116	W52H09	\$
NET CHANGE				\$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE ORIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	EDI ACCOUNTING CLASSIFICATION	EDI ACCOUNTING CLASSIFICATION
AB	97 X4930AC9G	S11116 54D00000440110090026KB	S11116
AC	21 420330030000	S11116 64D06D023130333401526KB	676C37S11116 W52H09



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W52H0905D0248

AMEND 05

- \*1 ADDITIONAL COST PER UNIT
- \*2 TOTAL UNIT PRICE
- \*3 ORIGINAL PRICE
- \*4 ADDITIONAL PRICE PER UNIT
- \*5 COST
- \*6 ADDITIONAL COST PER UNIT
- \*7 0001AB QTY
- \*8 0001AB UNIT PRICE
- \*9 0001AB TOTAL AMOUNT
- \*10 0001AB PRICE PER EACH
- \*11 DELIVERY QTYS
- \*12 0001AC QTY
- \*13 0001AC UNIT PRICE
- \*14 0001AC TOTAL AMOUNT
- \*15 DELIVERY QTYS
- \*16 DELIVERY QTYS
- \*17 1001AB TOTAL AMOUNT
- \*18 COST
- \*19 COST
- \*20 DELIVERY QTY
- \*21 1001AC QTY
- \*22 1001AC UNIT PRICE
- \*23 1001AC TOTAL AMOUNT
- \*24 DELIVERY QTY
- \*25 DELIVERY QTY
- \*26 2001AB QTY

\*27 2001AB UNIT PRICE  
\*28 2001AB TOTAL AMOUNT  
\*29 EACH PRICE  
\*30 QTY  
\*31 DELIVERY QTY  
\*32 2001AC QTY  
\*33 2001AC UNIT PRICE  
\*34 2001AC TOTAL AMOUNT  
\*35 COST  
\*36 QTY  
\*37 DELIVERY QTY  
\*38 DELIVERY QTY  
\*39 0001AC PRIOR AMOUNT  
\*40 0001AC INCREASE/DECREASE/AMOUNT  
\*41 0001AC CUMULATIVE AMOUNT  
\*42 1001AB INCREASE/DECREASE AMOUNT  
\*43 1001AB CUMULATIVE AMOUNT  
\*44 1001AC INCREASE/DECREASE AMOUNT  
\*45 1001AC CUMULATIVE AMOUNT  
\*46 2001AB INCREASE/DECREASE AMOUNT  
\*47 2001AB CUMULATIVE AMOUNT  
\*48 2001AC INCREASE/DECREASE AMOUNT  
\*49 2001AC CUMULATIVE AMOUNT  
\*50 NET CHANGE  
\*51 INCREASE/DECREASE AMOUNT  
\*52 INCREASE/DECREASE AMOUNT  
\*53 NET CHANGE  
\*54 PRIOR AMOUNT OF AWARD  
\*55 INCREASE/DECREASE AMOUNT





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

Page 2 of 5

PIN/SIN W52H09-05-D-0248/0001

MOD/AMD 04

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 04 TO W52H09-05-D-0248 DO 0001, IS TO REVISE THE DELIVERY SCHEDULE. SEE SCHEDULE B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.




\*\*\* END OF NARRATIVE A 0005 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PHN/SIN W52H09-05-D-0248/0001 MOD/AMD 04

Page 3 of 5

Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0001AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND                      PRON: W15AAC06M1 PRON AMD: 03 ACRN: AA                      AMS CD: 33104540041</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPT 012984689                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADEM SIG CD MARK FOR TP CD                      001 W52H095101T700 W52H1C J 1                      PROJ CD BRK BLK PT                      019</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr><td>004</td><td></td><td>30-APR-2007</td></tr> <tr><td>005</td><td></td><td>30-MAY-2007</td></tr> <tr><td>006</td><td></td><td>30-JUN-2007</td></tr> <tr><td>007</td><td></td><td>30-JUL-2007</td></tr> <tr><td>008</td><td></td><td>30-AUG-2007</td></tr> <tr><td>009</td><td></td><td>30-SEP-2007</td></tr> <tr><td>010</td><td></td><td>30-OCT-2007</td></tr> <tr><td>011</td><td></td><td>30-NOV-2007</td></tr> <tr><td>012</td><td></td><td>30-DEC-2007</td></tr> <tr><td>013</td><td></td><td>30-JAN-2008</td></tr> </tbody> </table> <p>FCB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W52H1C) XU W0K8 USA ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-05-D-0248/0001</p>	DEL REL CD	QUANTITY	DEL DATE	004		30-APR-2007	005		30-MAY-2007	006		30-JUN-2007	007		30-JUL-2007	008		30-AUG-2007	009		30-SEP-2007	010		30-OCT-2007	011		30-NOV-2007	012		30-DEC-2007	013		30-JAN-2008		EA		
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHIN W52H09-05-D-0248/0001 MOD/AMD 04

Page 4 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND            FROM: M151R095M1 FROM AMD: 04 ACRN: AB            AMS CD: 060011</p> <p><u>Packaging and Marking</u>            PACKAGING/PACKING/SPECIFICATIONS:            SPI F12984689            LEVEL PRESERVATION: Military            LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL            REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            001 W52H0951802900 W52H1C J 1</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-MAY-2007</td> </tr> <tr> <td>005</td> <td>[REDACTED]</td> <td>30-JUN-2007</td> </tr> <tr> <td>006</td> <td>[REDACTED]</td> <td>30-JUL-2007</td> </tr> <tr> <td>007</td> <td>[REDACTED]</td> <td>30-AUG-2007</td> </tr> <tr> <td>008</td> <td>[REDACTED]</td> <td>30-SEP-2007</td> </tr> </tbody> </table> <p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>            (W52H1C) XU W08 USA ROCK ISL ARSENAL            BLDG 299 GILLESPIE AV AND BECK LANE            ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52H09-05-D-0248/0001</p> <p>DOC SUPPL            REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            002 W52H0952982901 W52G1U J 1</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JUN-2007</td> </tr> <tr> <td>002</td> <td>[REDACTED]</td> <td>30-JUL-2007</td> </tr> <tr> <td>003</td> <td>[REDACTED]</td> <td>30-AUG-2007</td> </tr> <tr> <td>004</td> <td>[REDACTED]</td> <td>30-SEP-2007</td> </tr> <tr> <td>005</td> <td>[REDACTED]</td> <td>30-OCT-2007</td> </tr> <tr> <td>006</td> <td>[REDACTED]</td> <td>30-NOV-2007</td> </tr> </tbody> </table>	DEL REL CD	QUANTITY	DEL DATE	004	[REDACTED]	30-MAY-2007	005	[REDACTED]	30-JUN-2007	006	[REDACTED]	30-JUL-2007	007	[REDACTED]	30-AUG-2007	008	[REDACTED]	30-SEP-2007	DEL REL CD	QUANTITY	DEL DATE	001	[REDACTED]	30-JUN-2007	002	[REDACTED]	30-JUL-2007	003	[REDACTED]	30-AUG-2007	004	[REDACTED]	30-SEP-2007	005	[REDACTED]	30-OCT-2007	006	[REDACTED]	30-NOV-2007	[REDACTED]	EA	[REDACTED]	[REDACTED]
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CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SHN W52H09-05-D-0248/0001 MOD/AMD 04

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (#25610) SU TRANSPORTATION OFFICER DCSP NEW CUMBERLAND FACILITY 3001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p>				

**W52H0905D0248**

**AMEND 04**

- \*1 0001AB QTY
- \*2 0001AB UNIT PRICE
- \*3 0001AB TOTAL AMOUNT
- \*4 DELIVERY QTYS
- \*5 0001AC QTY
- \*6 0001AC UNIT PRICE
- \*7 0001AC TOTAL AMOUNT
- \*8 DELIVERY QTYS
- \*9 DELIVERY QTYS

**W52H0905D0248**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Firm-Fixed-Price Page 1 Of 8

2. Amendment/Modification No. 03	3. Effective Date 2006NOV28	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
-------------------------------------	--------------------------------	---	--------------------------------

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309) 782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL	Code W52H09	7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2043	Code B4402A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No.  <input type="checkbox"/> 9B. Dated (See Item 11)  <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W52H09-05-D-0248/0001 <input type="checkbox"/> 10B. Dated (See Item 13) 2015AD001
---	--

Code 08K64 Facility Code

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 amendments; (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)  
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/> D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE SECOND PAGE FOR DESCRIPTION

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)	16A. Name And Title Of Contracting Officer (Type or print) LIGA DEVLIN LIGA.DEVLIN@US.ARMY.MIL (309) 782-5541
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed  30-105-02
16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2006NOV28

**CONTINUATION SHEET**Reference No. of Document Being Continued  
PHN/SHN W52H05-05-D-0248/0001 MOD/AMD 03

Page 2 of 8

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO PROVIDE GOVERNMENT FURNISHED MATERIAL (GFM) TO BE USED TOWARDS FIRST ARTICLE TESTING, IF THE CONTRACTOR DESIRES, CONSISTING OF THE FOLLOWING:

1. FOUR (4) EACH HOUSING PART [REDACTED] WILL BE PROVIDED AS GFM.
2. GFM SHALL BE SHIPPED TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR.  
RICHARDSON, TX 75081
3. AS A RESULT OF THE ABOVE, THE DUE DATE FOR THE FIRST ARTICLE TEST REPORT (CLIN 0001AA) IS REVISED  
FROM: 30 AUG 2006 TO: 12 JAN 2007
4. FIRST ARTICLE INSPECTION, TEST AND ENVIRONMENTAL, SHALL BE RECONDUCTED UPON RECEIPT OF CONTRACTOR PRODUCED PART [REDACTED] NO DELIVERIES OF M197A1 MOUNTS SHALL BE ACCEPTED BY THE GOVERNMENT USING CONTRACTOR MANUFACTURED PART, [REDACTED] UNLESS FIRST ARTICLE TESTING IS CONDUCTED ON BOTH THE PART AND THE ENTIRE M197A1 MOUNT SYSTEM.
4. THE PRODUCTION SCHEDULES ARE ALSO REVISED ACCORDINGLY. SEE SCHEDULE B.
5. THIS IS DONE AT NO COST TO EITHER PARTY, DUE TO ONGOING TECHNICAL CLARIFICATIONS AND OMISSIONS THAT HAVE BEEN ENCOUNTERED UP TO THE POINT.
6. REPLACEMENT PARTS WILL BE RETURNED TO THE GOVERNMENT, UPON RECEIPT BY OPTEX OF ACCEPTABLE PARTS FROM THEIR SUPPLIER. THE REPLACEMENT PARTS SHALL BE RETURNED TO:  
TACOM - ROCK ISLAND  
ATTN: AMSTA-LC-QAWC-B/CHRIS CARSON  
BLDG 104, 2ND FLOOR SE  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-7630
7. The contractor hereby waives all rights and claims for equitable adjustment to such facts and circumstances giving rise to the incorporation of the above stated changes. The contractor specifically waives any and all types of claims which it has or may have against the government related to any delay resulting from the incorporation of the stated changes in the contract.
8. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 0004 \*\*\*

**\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 03

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																												
0001	NSN: 1240-01-483-5324 FCNM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																												
0001AA	<u>DATA ITEM</u>  HOCN: FIRST ARTICLES TEST REPORT  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <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></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>1</td> <td>12-JAN-2007</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination  SHIP TO: (255555) <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	12-JAN-2007				1	LO	\$ ** NSP **	\$ ** NSP **
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001					3																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	1	12-JAN-2007																											
0001AB	<u>PRODUCTION QUANTITY</u>  HOCN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 PRON AMD: 03 ACBN: AA AMS CD: 33104540041  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI #12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	<del>_____</del>	EA	<del>_____</del>	<del>_____</del>																								



\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PHN/SHN WS2H09-05-D-0248/0001 MOD/AMD 03

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Name of Offeror or Contractor: OPTIK SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 WS2H095181T700 WS2HLC J 1 PROJ CD BSE BIK PT G19 DEL REL CD QUANTITY DEL DATE 001 DELETED 002 DELETED 003 DELETED 004 [REDACTED] 28-JAN-2007 005 [REDACTED] 28-FEB-2007 006 [REDACTED] 28-MAR-2007 007 [REDACTED] 28-APR-2007 008 [REDACTED] 28-MAY-2007 009 [REDACTED] 28-JUN-2007 010 [REDACTED] 28-JUL-2007 011 [REDACTED] 28-AUG-2007 012 [REDACTED] 28-SEP-2007 013 [REDACTED] 28-OCT-2007  FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (WS2HLC) XU W0X8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000  CONTRACT/DELIVERY ORDER NUMBER WS2H09-05-D-0248/0001  PRESECTION QUANTITY  HOUN: MOUNT, TELESCOPE AND FROM: M151R095M1 PRON AMD, 04 ACRI: AD AMS CD: 060011  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0001AC		[REDACTED]	EA	[REDACTED]	[REDACTED]

\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52H09-05-D-0248/0001 MOD/AMD 03

Page 5 of 8

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52H0951802900 W52H1C J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 DELETED</p> <p>002 DELETED</p> <p>003 DELETED</p> <p>004 [REDACTED] 28-FEB-2007</p> <p>005 [REDACTED] 28-MAR-2007</p> <p>006 [REDACTED] 28-APR-2007</p> <p>007 [REDACTED] 28-MAY-2007</p> <p>008 [REDACTED] 28-JUN-2007</p> <p>POB POINT: Destination</p> <p>SHIP TO: FREIGHT ADDRESS</p> <p>(W52H1C) KU WORKS USA ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p>CONTRACT/DELIVERY ORDER NUMBER                      W52H09-05-D-0248/0001</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>002 W52H0952082901 W25G1U J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 [REDACTED] 28-MAR-2007</p> <p>002 [REDACTED] 28-APR-2007</p> <p>003 [REDACTED] 28-MAY-2007</p> <p>004 [REDACTED] 28-JUN-2007</p> <p>005 [REDACTED] 28-JUL-2007</p> <p>006 [REDACTED] 28-AUG-2007</p> <p>POB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(W25G1U) SU TRANSPORTATION OFFICER                      COSP NEW CUMBERLAND FACILITY                      2001 MISSION DRIVE DOOR 133 134                      NEW CUMBERLAND PA 17070-5001</p> <p>CONTRACT/DELIVERY ORDER NUMBER                      W52H09-05-D-0248/0001</p>				



\*Confidential Treatment Requested

## CONTINUATION SHEET

Reference No. of Document Being Continued

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PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC

## SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-2 ADDED	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY/2004

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data an information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any:

- (i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material and

(ii) Title to all other material shall pass to and vest in the Government upon -

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.



## CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD 03

Name of Offeror or Contractor: OPTIK SYSTEMS INC

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (1)(1)(i), (1)(2), and (1)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).
- (i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval.

However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedure), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that:

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (1)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify:

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for:

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than:

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a

**W52H0905D0248**

**AMEND 03**

- \*1 PART NUMBER
- \*2 PART NUMBER
- \*3 PART NUMBER
- \*4 0001AB QTY
- \*5 0001AB UNIT PRICE
- \*6 0001AB TOTAL AMOUNT
- \*7 DELIVERY QTYS
- \*8 0001AC QTY
- \*9 0001AC UNIT PRICE
- \*10 0001AC TOTAL AMOUNT
- \*11 DELIVERY QTYS
- \*12 DELIVERY QTYS

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (b) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i) (4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (b) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

1. Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(JP7117)

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code

Page 1 Of 6

Firm-Fixed-Price

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

02

2006JUL26

SEE SCHEDULE

6. Issued By

Code W52H09

7. Administered By (If other than Item 6)

Code

B4402A

TACOM-ROCK ISLAND  
AMSTA-LC-CFA-C  
CHRISTINE CARSON (309)782-4301  
ROCK ISLAND IL 61299-7430

DCMA DALLAS  
600 NORTH PEARL STREET  
SUITE 1630  
DALLAS TX 75201-2843

EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

SCD A PAS B4402A5601AFC ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DR  
RICHARDSON, TX 75081-2749

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52H09-05-D-0248/0001

10B. Dated (See Item 13)

2006AUG01

TYPE BUSINESS: Other Small Business Performing in U.S.

Code CBK64

Facility Code

**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 amendments; (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)

SEE SECTION 9 (IF APPLICABLE)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: B

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To:  
The Contract/Order No. In Item 10A.

The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)

16A. Name And Title Of Contracting Officer (Type or print)

LISA DEVLIN  
LISA.DEVLIN@US.ARMY.MIL (309)782-5541

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

2006JUL26

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD 02

Name of Offeror or Contractor: OPTIK SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 02 TO W52H0905D0248 DELIVERY ORDER 0001 IS TO:

1) INCREASE THE UNIT PRICE OF CLINS 0001AB AND 0001AC BY [REDACTED] EACH, DUE TO THE INCORPORATION OF A COST IMPACTING ECP (R06A2048). THIS ECP INVOLVES RETROFITTING A NEW QUICK DISCONNECT TO UNITS CURRENTLY IN PRODUCTION (329), BUT ALLOWING FIRST ARTICLE TO BE APPROVED WITH THE ORIGINAL CONFIGURATION.

2) THIS IS A TOTAL INCREASE TO THIS DELIVERY ORDER OF [REDACTED]

3) REVISE THE DELIVERY DATE FOR THE FIRST ARTICLE TEST REPORT FROM 30-MAY-2006 TO 30-AUG-2006. THIS IS DONE AT NO COST DUE TO TECHNICAL REVISIONS WHICH WERE NO FAULT OF THE CONTRACTOR.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 003 \*\*\*



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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN WS2H09-05-D-0248/0001 MOD/AMD 02

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>DATA ITEM</p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination                      Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 1 30-AUG-2006</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (253555) CONTRACT/DELIVERY ORDER NUMBER                      WS2H09-05-D-0248/0001</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p>PRODUCTION QUANTITY</p> <p>NOUN: MOUNT, TELESCOPE AND                      PRON: W15AAC06M1 FROM AMD: 02 ACRN: AA                      AMS CD: 33104540041</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPI F12384689                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 WS2H09S1817700 WS2H1C J 1                      PROJ CD BRK BLK FT                      019                      ITY                      DEL DATE                      25-OCT-2006</p>	[REDACTED]	EA	\$ [REDACTED]	\$ [REDACTED]



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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SHN W52R09-05-D-0248/0001 MOD/AMD 02

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002	[REDACTED] 27-NOV-2006				
003	[REDACTED] 27-DEC-2006				
004	[REDACTED] 25-JAN-2007				
005	[REDACTED] 26-FEB-2007				
006	[REDACTED] 26-MAR-2007				
007	[REDACTED] 25-APR-2007				
008	[REDACTED] 25-MAY-2007				
<p>FCB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>            (W52H1C) XU WOKS USA ROCK ISL ARSENAL            BLDG 299 GILLESPIE AV AND BECK LANE            ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52R09-05-D-0248/0001</p>					
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND            FROM: M151R095M1 FROM AMD: 02 ACRN: AB            AMS CD: 069011</p> <p><u>Packaging and Marking</u>            PACKAGING/PACKING/SPECIFICATIONS:            SP: P12984689            LEVEL PRESERVATION: Military            LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL            REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD            001 W52R09516Q2900 W52H1C J 1</p> <p><u>DEL REL_CD QUANTITY DEL DATE</u></p> <p>001 [REDACTED] 25-OCT-2006</p> <p>002 [REDACTED] 27-NOV-2006</p> <p>003 [REDACTED] 27-DEC-2006</p> <p>004 [REDACTED] 25-JAN-2007</p> <p>[REDACTED] 26-FEB-2007</p>	[REDACTED]	EA	[REDACTED]	[REDACTED]



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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 02

Page 6 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>            (W52H1C) XU WOKS USA ROCK ISL ARSENAL            BLDG 239 GILLESPIE AV AND BECK LANE            ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52H09-05-D-0248/0001</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            002 W52H095208E901 W25G1U J 1</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>26-FEB-2007</td> </tr> <tr> <td>002</td> <td></td> <td>26-MAR-2007</td> </tr> <tr> <td>003</td> <td></td> <td>25-APR-2007</td> </tr> <tr> <td>004</td> <td></td> <td>25-MAY-2007</td> </tr> <tr> <td>005</td> <td></td> <td>25-JUN-2007</td> </tr> </tbody> </table> <p>FOR POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>            (W25G1U) SU TRANSPORTATION OFFICER            DESP NEW CUMBERLAND FACILITY            2001 MISSION DRIVE DOOR 113 134            NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>            W52H09-05-D-0248/0001</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001		26-FEB-2007	002		26-MAR-2007	003		25-APR-2007	004		25-MAY-2007	005		25-JUN-2007				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001		26-FEB-2007																					
002		26-MAR-2007																					
003		25-APR-2007																					
004		25-MAY-2007																					
005		25-JUN-2007																					



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**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIIN/SIN W52H09-25-D-0248/0001 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ ANS CD/ MIFR	ACRN	CHLG STAT/ JOB CHG NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	W15AAC06M1 33104540041 W15M070791M1	AA	2 576C06	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0001AC	W151R095M1 060011	AS	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

SERVICE NAME	NET CHANGE BY ACEN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52033000056D6D02P331045269B S11116	W52H09	\$ [REDACTED]
Army	AS	97 X493CAC5G 6D 269B S11116	W52H09	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]



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W52H0905D0248

AMEND 02

- \*1 INCREASED PRICE AMOUNT
- \*2 TOTAL INCREASED PRICE AMOUNT
- \*3 0001AB QTY
- \*4 0001AB UNIT PRICE
- \*5 0001AB TOTAL AMOUNT
- \*6 DELIVERY QTYS
- \*7 0001AC QTY
- \*8 0001AC UNIT PRICE
- \*9 0001AC TOTAL AMOUNT
- \*10 DELIVERY QTYS
- \*11 DELIVERY QTYS
- \*12 0001AB PRIOR AMOUNT
- \*13 0001AB INCREASE/DECREASE AMOUNT
- \*14 0001AB CUMULATIVE AMOUNT
- \*15 0001AC PRIOR AMOUNT
- \*16 0001AC INCREASE/DECREASE AMOUNT
- \*17 00012AC CUMULATIVE AMOUNT
- \*18 NEW CHANGE
- \*19 INCREASE/DECREASE AMOUNT
- \*20 INCREASE/DECREASE AMOUNT
- \*21 NET CHANGE
- \*22 PRIOR AMOUNT OF AWARD
- \*23 INCREASE/DECREASE AMOUNT
- \*24 CUMULATIVE OBLIG AMT

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code Pirm-Fixed-Price Page 1 Of 2

2. Amendment/Modification No. 01 3. Effective Date 2006MAY18 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By **Code** MS2H09 7. Administered By (If other than Item 6) **Code** S4402A  
 TACOM-ROCK ISLAND  
 AMSTA-LC-CFA-C  
 CHRISTINE CARSON (309)782-4301  
 ROCK ISLAND IL 61295-7630  
 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL  
 DOWA DALLAS  
 600 NORTH PEARL STREET  
 SUITE 1630  
 DALLAS TX 75201-2843  
**SCD A PAS S4402A5601APC ADP PT HQ339**

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 OPTEX SYSTEMS INC  
 1420 PRESIDENTIAL DR  
 RICHARDSON, TX 75081-2749  
 TYPE BUSINESS: Other Small Business Performing in U.S.  
**Code** OSK64 **Facility Code**

9A. Amendment Of Solicitation No.   
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.   
MS2H09-05-D-0248/0001  
 10B. Dated (See Item 13)  
2005AUG01

**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 amendments; (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)  
 NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 0

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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:  
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 SEE SECOND PAGE FOR DESCRIPTION

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) 16A. Name And Title Of Contracting Officer (Type or print)  
 VICKI AHLGRIM  
 VICKI.AHLGRIM@US.ARMY.MIL (309) 782-3220

15B. Contractor/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed  
 By \_\_\_\_\_ /SIGNED/ \_\_\_\_\_ 2006MAY18  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**GENERAL DYNAMICS**

Land Systems

38500 Mound Road, Sterling Heights, MI

**STANDARD PURCHASE ORDER**

PO #PCL860001

PO Revision 7

Page 9 of 12

United States									
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
45						20-FEB-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 45 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
46						20-MAR-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 46 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
47						20-APR-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 47 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
48						20-MAY-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 48 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
49						20-JUN-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 49 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
50						20-JUL-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 50 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
51						20-AUG-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 51 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							



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**STANDARD PURCHASE ORDER**

52	20-AUG-2009						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 52: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
53	20-SEP-2009						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 53: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
54	20-OCT-2009						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 54: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
55	20-NOV-2009						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 55: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
56	20-DEC-2009						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 56: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
57	20-JAN-2010						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 57: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
58	20-FEB-2010						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 58: Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
59	20-MAR-2010						Open	
SHIP TO		TEXT						



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**STANDARD PURCHASE ORDER**

General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 59, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
60						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 60, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
61						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
62						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
63						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
64						20-JUN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
65						20-JUL-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
66				40		20-AUG-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									



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# STANDARD PURCHASE ORDER

1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number					
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
67	--					20-SEP-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 67 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number					
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
68						20-OCT-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 68 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number					
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
69						21-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number					

End of Contract

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PCL860001 REV 7

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 QTYS
- \*5 QTYS
- \*6 UNIT PRICE
- \*7 UNIT PRICE
- \*6 QTY, PRICE, EXT. PRICE
- \*7 DISTRIBUTION QTY
- \*8 QTY, PRICE, EXT. PRICE
- \*9 DISTRIBUTION QTY
- \*10 QTY, PRICE, EXT. PRICE
- \*11 DISTRIBUTION QTY
- \*12 QTY, PRICE, EXT. PRICE
- \*13 DISTRIBUTION QTY
- \*14 QTY, PRICE, EXT. PRICE
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- \*24 QTY, PRICE, EXT. PRICE
- \*25 DISTRIBUTION QTY
- \*26 QTY, PRICE, EXT. PRICE



\*27 DISTRIBUTION QTY  
\*28 QTY, PRICE, EXT. PRICE  
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\*54 QTY, PRICE, EXT. PRICE  
\*55 DISTRIBUTION QTY

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\*30 DISTRIBUTION QTY  
\*31 QTY, PRICE, EXT. PRICE  
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\*34 DISTRIBUTION QTY  
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\*40 DISTRIBUTION QTY  
\*41 QTY, PRICE, EXT. PRICE  
\*42 DISTRIBUTION QTY  
\*43 QTY, PRICE, EXT. PRICE  
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\*143 QTY, PRICE, EXT. PRICE  
\*144 DISTRIBUTION QTY

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Bill to: 1161 Buckeye Road Lima, OH 45804-1815 United States Payment Terms: NET30 PO Currency: USD This PO is subject to ERS/Pay on Receipt	PO Creation Date: 09-JUL-2008 Revision Date: 18-AUG-2008 PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: <i>[Handwritten]</i> PO Award Code: 2A PO Description: Material Change Notice
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<b>SUPPLIER</b> Company: Optex Systems Inc Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX United States Attn: VCN 23230 - OPTEX SY	<b>BUYER</b> MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	<b>PLANNER</b> Phone: Email:
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ORACLE REVISION 5 ISSUED 8/18/08 TO PROVIDE CORRECT CHANGE DOCUMENTATION FOR 8/12/08 MCN (GDMY3096).

ORACLE REVISION 4 ISSUED 8/18/08 FOR INTERNAL CHANGE TO PROJECT INFO ONLY.

ORACLE REVISION 3 ISSUED 8/12/08 TO PROVIDE CHANGE DOCUMENTATION. CHANGE WILL NOT BE INCORPORATED ON PURCHASE ORDER UNTIL RESPONSE IS RECEIVED FROM SUPPLIER.

ORACLE REVISION 2 ISSUED 7/28/08 TO REFLECT RELEASE OF GDMY3104. COPY OF ENGINEERING CHANGE SENT TO SUPPLIER 7/28/08 VIA VENDOR FREE FORM.

ORACLE REVISION 1 ISSUED 7/25/08 TO ADD PROGRESS PAYMENTS CLAUSE BACK ONTO THE ORDER PER VENDOR REQUEST.

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY BY *[Handwritten]* CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET PRODUCTION REQUIERMENTS.

SUPPLMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY BY *[Handwritten]* CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 004 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET SCHEDULE.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
G0006 RP00	<i>[Handwritten]</i>
G0006 RQ00	
G0006 RT00	
G0006 RU00	
G0006 RV00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS



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# STANDARD PURCHASE ORDER

PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

LINE	PART	REV	DESCRIPTION	UoM	QA CLAUSE / ITEM TEXT	CONTRACT	MSDS	NOTE TO SUPPLIER	STATUS
1	12548774		PERISCOPE ASSEMBLY	Each	1. ADDITIONAL PROCUREMENT DATA: NONE 2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDLV4616, GDMY3077 ** QUALITY REQUIREMENTS: QY11 WEB QG5 QJ21 QP93 QP6 QK11 MIL-STD-171 QY2 (205) QY3 QL31 12548769 QJ8 QG2A QK9 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. (12548773) SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM <del>12548774</del> EA TO THE NEGOTIATED PRICE OF <del>12548774</del> EACH. THIS IS NO LONGER AN ANTE ORDER, IT HAS BEEN CHANGED TO FFP.				Open

SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
1						12-APR-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
2						13-JUN-2008		Closed



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SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 2 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
3						08-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 2 W56HZV-06-G-UU06, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
4						15-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 4 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						15-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						20-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						20-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 7 DAAE20-02-G-0009, DPAS Rating Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						20-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 8 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						27-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division								

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 9 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
10							22-JUN-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 10 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
11							22-JUN-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 11 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
12							14-JUL-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 12 Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
13							29-JUN-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 13 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
14							18-JUL-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 14 Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
15							15-JUL-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 15 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
16							15-JUL-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 16 Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
17						25-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 17: Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
18						22-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 18: Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating							
19						01-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 19: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
20						29-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 20: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
21						29-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 21: Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating							
22						08-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 22: Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
23						07-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 23: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	

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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 31/K Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
32								05-SEP-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32/K Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
33								18-SEP-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33/K Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
34								25-SEP-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 34/K Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
35								02-OCT-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 35/K Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
36								02-OCT-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 36/K Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
37								09-OCT-2008	Open
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 37/K Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
38								16-OCT-2008	Open
General Dynamics Land Systems Division									



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 38 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
39						23-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 39 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
40						30-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 40 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
41						07-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 41 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
42						14-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 42 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
43						21-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 43 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
44				6		21-DEC-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 44 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
45						20-FEB-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 45 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					



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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
46						20-MAR-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 46, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
47						20-APR-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 47, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
48						20-MAY-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 48, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
49						20-JUN-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 49, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
50						20-JUL-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 50, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
51						20-AUG-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 51, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
52						20-AUG-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 52, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	



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53						20-SEP-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 53 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
54						20-OCT-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 54 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
55						20-NOV-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 55 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
56						20-DEC-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 56 Number W56HL Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
57						20-JAN-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 57 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
58						20-FEB-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 58 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
59						20-MAR-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 59 Number W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
60						20-APR-2010		Open
SHIP TO		TEXT						



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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
61						20-APR-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
62						20-MAY-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
63						20-MAY-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
64						20-JUN-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
65						20-JUL-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
66						20-AUG-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
67						20-SEP-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division								



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 88 W56HZV-06-G-0006		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number DPAS Rating				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
66						20-OCT-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 88 W56HZV-06-G-0006		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number DPAS Rating				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
86						21-JUL-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 88 W56HZV-06-G-0006		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number DPAS Rating				

End of Contract



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**PCL860001 REV. 5**

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 QTYS
- \*5 UNIT PRICE
- \*6 UNIT PRICE
- \*7 QTY, PRICE, EXT. PRICE
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**GENERAL DYNAMICS**  
 Land Systems  
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**STANDARD PURCHASE ORDER**

PO #PCL860001  
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Bill to:	1161 Buckeye Road Lima, OH 45804-1815 United States	PO Creation Date: 09-JUL-2008 Revision Date: 15-AUG-2008 PO Status: APPROVED Freight Terms: FCA SP Total PO Value: <del>XXXX</del> PO Award Code: 2A PO Description: Material Change Notice
Payment Terms:	NET30	Freight Carrier: REFER TO GDLS ROUTING GUI
PO Currency:	USD	
	This PO is subject to ERS/Pay on Receipt	

<b>SUPPLIER</b>	<b>BUYER</b>	<b>PLANNER</b>
Company: Optex Systems Inc Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX United States Attn: VCN 23230 - OPTEX SY	MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	Phone: Email:

ORACLE REVISION 4 ISSUED 8/18/08 FOR INTERNAL CHANGE TO PROJECT INFO ONLY.  
 ORACLE REVISION 3 ISSUED 8/12/08 TO PROVIDE CHANGE DOCUMENTATION. CHANGE WILL NOT BE INCORPORATED ON PURCHASE ORDER UNTIL RESPONSE IS RECEIVED FROM SUPPLIER.  
 ORACLE REVISION 2 ISSUED 7/28/08 TO REFLECT RELEASE OF GDMY3104. COPY OF ENGINEERING CHANGE SENT TO SUPPLIER 7/28/08 VIA VENDOR FREE FORM.  
 ORACLE REVISION 1 ISSUED 7/25/08 TO ADD PROGRESS PAYMENTS CLAUSE BACK ONTO THE ORDER PER VENDOR REQUEST.  
 SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY ~~CS~~ CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.  
 SUPPLEMENT 002 ISSUED 9-8-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET PRODUCTION REQUIERMENTS.  
 SUPPLEMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY ~~CS~~ CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.  
 SUPPLEMENT 004 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET SCHEDULE.  
 PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
G0006 RP00	<del>CS</del>
G0006 RQ00	
G0006 RT00	
G0006 RU00	
G0006 RV00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.



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LINE	PART	REV	DESCRIPTION	UOM	QA CLAUSE / ITEM TEXT	CONTRACT	MSDS	NOTE TO SUPPLIER	STATUS
1	12548774		PERISCOPE ASSEMBLY	Each	1. ADDITIONAL PROCUREMENT DATA: NONE 2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDLV4616, GDMY3077 ** QUALITY REQUIREMENTS: QY11 WEB QG5 QJ21 QP93 QP6 QK11 MIL-STD-171 QY2 (205) QY3 QL31 12548769 QJ8 QG2A QK9 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. (12548773) SUPPLEMENT 001 TO THIS RELEASE CHANGE THE UNIT PRICE FROM A TO THE NEGOTIATED PRICE OF JACH. THIS IS NO LONGER AN NTE ORDER, IT HAS BEEN CHANGED TO FFP.				Open

SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
1						12-APR-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
2						13-JUN-2008		Closed
SHIP TO		TEXT						
General Dynamics Land Systems Division								

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
3							08-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 2, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
4							15-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 3, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
5							15-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 4, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
6							20-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 5, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
7							20-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6, Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-U-UU09, DPAS Rating							
8							20-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 7, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
9							27-JUN-2008		Closed
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 8, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
10						22-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
11						22-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
12						14-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
13						29-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
14						18-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
15						15-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
16						15-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1000 Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	



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17	SHIP TO						25-JUL-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution DAAE20-02-G-0009, DPAS Rating Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
18	SHIP TO						22-JUL-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
19	SHIP TO						01-AUG-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
20	SHIP TO						29-JUL-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
21	SHIP TO						29-JUL-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
22	SHIP TO						08-AUG-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution DAAE20-02-G-0009, DPAS Rating Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
23	SHIP TO						07-AUG-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
	SHIP TO						15-AUG-2008	Open	



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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
25						14-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 23 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
26						22-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
27						21-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
28						29-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 28 Number W52H09-07-G-0001, DPAS Rating		Project ABRAM SPARES BOA 07-12, Task M1A2 SEP/HAB SPARES, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
29						28-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 29 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
30						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Number DAAE20-02-G-0000, DPAS Rating		Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
31						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract					
32							05-SEP-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
33							18-SEP-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
34							25-SEP-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
35							02-OCT-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 DAAE20-02-G-0008, DPAS Rating		Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number					
36							02-OCT-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
37							09-OCT-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					
38							16-OCT-2008		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 32 W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number					



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United States									
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
39						23-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 39 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
40						30-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 40 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
41						07-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 41 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
42						14-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 42 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
43						21-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 43 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
44						21-DEC-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 44 Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
45						20-FEB-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 45 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	



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46						20-MAR-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 46 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
47						20-APR-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 47 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
48						20-MAY-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 48 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
49						20-JUN-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 49 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
50						20-JUL-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 50 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
51						20-AUG-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 51 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
52						20-AUG-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 52 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
53				75		20-SEP-2009		Open
SHIP TO		TEXT						



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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 537  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
54						20-OCT-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 543  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
55				5		20-NOV-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 551  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
56						20-DEC-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 561  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
57						20-JAN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 571  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
58						20-FEB-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 581  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
59						20-MAR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 591  Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
60						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
61						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
62						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
63						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
64						20-JUN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
65						20-JUL-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
66						20-AUG-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
67						20-SEP-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 67		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					



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38500 Mound Road, Sterling Heights, MI

**STANDARD PURCHASE ORDER**

PO #PCL860001

PO Revision 4

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United States								
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
68						20-OCT-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 683 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
68						21-JUL-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 683 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						

End of Contract

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PCL860001 REV 4

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 QTYS
- \*5 UNIT PRICE
- \*6 UNIT PRICE
- \*7 QTY, PRICE, EXT. PRICE
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\*144 DISTRIBUTION QTY

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\*151 QTY, PRICE, EXT. PRICE

\*146 DISTRIBUTION QTY



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**STANDARD PURCHASE ORDER**

PO #PCL860001

PO Revision 3

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Bill to: 1161 Buckeye Road Lima, OH 45804-1815 United States	PO Creation Date: <b>09-JUL-2008</b> Revision Date: <b>12-AUG-2008</b> PO Status: <b>APPROVED</b> Freight Terms: <b>FCA SP</b>
Payment Terms: <b>NET30</b> PO Currency: <b>USD</b> This PO is subject to ERS/Pay on Receipt	Freight Carrier: <b>REFER TO GDLS ROUTING GUI</b> Total PO Value:  PO Award Code: <b>2A</b> PO Description: <b>Material Change Notice</b>

<b>SUPPLIER</b> Company: Optex Systems Inc Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX United States Attn: VCN 23230 - OPTEX SY	<b>BUYER</b> MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	<b>PLANNER</b> Phone: Email:
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
Purchase order Revision 001 issued 8/12/08 to provide change documentation. Change will not be incorporated on purchase order until response is received from supplier.  
ORACLE REVISION 3 ISSUED 8/12/08 TO PROVIDE CHANGE DOCUMENTATION. CHANGE WILL NOT BE INCORPORATED ON PURCHASE ORDER UNTIL RESPONSE IS RECEIVED FROM SUPPLIER.

ORACLE REVISION 2 ISSUED 7/28/08 TO REFLECT RELEASE OF GDMY3104. COPY OF ENGINEERING CHANGE SENT TO SUPPLIER 7/28/08 VIA VENDOR FREE FORM.

ORACLE REVISION 1 ISSUED 7/25/08 TO ADD PROGRESS PAYMENTS CLAUSE BACK ONTO THE ORDER PER VENDOR REQUEST.


SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY BY  CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET PRODUCTION REQUIRMENTS.

SUPPLEMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY BY  CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 004 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET SCHEDULE.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
G0006 RP00	
G0006 RQ00	
G0006 RT00	
G0006 RU00	
G0006 RV00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

Terms and Conditions

Refer to the General Dynamics Land Systems website at [www.gdls.com](#) for terms and conditions.

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LINE	PART	REV	DESCRIPTION	UOM	QA CLAUSE / ITEM TEXT	CONTRACT	MSDS	NOTE TO SUPPLIER	STATUS
1	12548774		PERISCOPE ASSEMBLY	Each	1. ADDITIONAL PROCUREMENT DATA: NONE 2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDLV4816, GDMY3077 ** QUALITY REQUIREMENTS: QY11 WEB QG5 QJ21 OP93 QP6 QK11 MIL-STD-171 QY2 (205) QY3 QL31 12548769 QJ8 QG2A QK9 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET, (12548773) SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM 3499.86 EA TO THE NEGOTIATED PRICE OF 3378.13 EACH. THIS IS NO LONGER AN NTE ORDER, IT HAS BEEN CHANGED TO FFP.				Open

SHP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
1						12-APR-2008		Closed
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1:  Subject ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
2						13-JUN-2008		Closed
SHP TO		TEXT						
General Dynamics Land Systems Division								



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 2: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number		W56HZV-06-G-0006, DPAS Rating					
3						08-JUN-2008		Closed	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 3: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
W56HZV-06-G-0006, DPAS Rating									
4						15-JUN-2008		Closed For Invoice	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 4: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number							
W56HZV-06-G-0006, DPAS Rating									
5						15-JUN-2008		Closed For Invoice	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 5: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
W56HZV-06-G-0006, DPAS Rating									
6						20-JUN-2008		Closed For Invoice	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number							
W56HZV-06-G-0006, DPAS Rating									
7						20-JUN-2008		Closed For Invoice	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 7: <del>DAAE20-02-G-0009</del> Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number							
DAAE20-02-G-0009, DPAS Rating									
8						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 8: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number							
W56HZV-06-G-0006, DPAS Rating									
9						27-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road		Distribution 9: <del>W56HZV-06-G-0006</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							

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Lima, OH 45804-1815 United States		W56HZV-06-G-0006, DPAS Rating						
SHP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
10						22-JUN-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 10, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
11						22-JUN-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 11, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
12						14-JUL-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 12, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
13						29-JUN-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 13, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
14						18-JUL-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 14, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating						
15						15-JUL-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 15, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
16						15-JUL-2008		Open
SHP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 16, Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating						
SHP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS

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17	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						25-JUL-2008	Open
TEXT: Distribution 17: <del>010</del> Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
18	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						22-JUL-2008	Open
TEXT: Distribution 18: <del>010</del> Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
19	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						01-AUG-2008	Open
TEXT: Distribution 19: <del>010</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
20	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						29-JUL-2008	Open
TEXT: Distribution 20: <del>010</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
21	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						29-JUL-2008	Open
TEXT: Distribution 21: <del>010</del> Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
22	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						08-AUG-2008	Open
TEXT: Distribution 22: <del>010</del> Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
23	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						07-AUG-2008	Open
TEXT: Distribution 23: <del>010</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
24	SHIP TO: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						15-AUG-2008	Open
TEXT: Distribution 24: <del>010</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								

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SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
25						14-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 25: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
26						22-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 26: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-05-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
27						21-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 27: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
28						29-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 28: Project ABRAM SPARES BOA 07-12, Task M1A2 SEP/HAB SPARES, Contract Number W52H09-07-G-0001, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
29						28-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 29: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
30						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30: Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
31						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									



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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 31: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating				NEED BY DATE 05-SEP-2008		PROMISE DATE		STATUS Open
SHIP	QTY	RECD	PRICE	EXTENDED	TAX					
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 18-SEP-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 25-SEP-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 34: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 02-OCT-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 35: Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 02-OCT-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 36: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 09-OCT-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 37: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE 15-OCT-2008		PROMISE DATE		STATUS Open
SHIP TO		TEXT								
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 38: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating								



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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
39						23-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 39: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
40						30-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 40: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
41						07-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 41: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
42						14-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 42: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
43						21-NOV-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 43: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
44						21-DEC-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 44: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
45						20-FEB-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 45: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	



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46							20-MAR-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 46: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
47							20-APR-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 47: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
48							20-MAY-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 48: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
49							20-JUN-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 49: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
50							20-JUL-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 50: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
51							20-AUG-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 51: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
52							20-AUG-2009		Open
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 52: <del>W56HZV-06-G-0006</del> , Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
53							20-SEP-2009		Open
SHIP TO		TEXT							



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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 53: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
54						20-OCT-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 54: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
55						20-NOV-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 55: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
56						20-DEC-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 56: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
57						20-JAN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 57: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
58						20-FEB-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 58: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
59						20-MAR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 59: <del>Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating</del>							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
60						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									



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38500 Mound Road, Sterling Heights, MI

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 60: <del>QTY</del> Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
61						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
62						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
63						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
64						20-JUN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
65						20-JUL-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
66						20-AUG-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
67						20-SEP-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 67: <del>QTY</del>		Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating					

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United States									
SHP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
68						20-OCT-2010		Open	
SHP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 68: Qty <del>1</del> Subject ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0085 DPAS Rating							

End of Contract



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**PCL860001 REV 3**

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 DELIVERY QTY
- \*5 QTY, PRICE, EXT. PRICE
- \*6 DISTRIBUTION QTY
- \*7 QTY, PRICE, EXT. PRICE
- \*8 DISTRIBUTION QTY
- \*9 QTY, PRICE, EXT. PRICE
- \*10 DISTRIBUTION QTY
- \*11 QTY, PRICE, EXT. PRICE
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\*138 DISTRIBUTION QTY  
\*139 QTY, PRICE, EXT. PRICE  
\*140 DISTRIBUTION QTY

**GENERAL DYNAMICS**

Land Systems

38500 Mound Road, Sterling Heights, MI

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Bill to: 1161 Buckeye Road Lima, OH 45804-1815 United States	PO Creation Date: <b>09-JUL-2008</b> Revision Date: <b>28-JUL-2008</b> PO Status: <b>APPROVED</b> Freight Terms: <b>FCA SP</b>
Payment Terms: <b>NET30</b> PO Currency: <b>USD</b> This PO is subject to ERS/Pay on Receipt	Freight Carrier: <b>REFER TO GDLS ROUTING GUI</b> Total PO Value: <b>20</b> PO Award Code: <b>2A</b>
PO Description: <b>Converted PO ETP-C088 PCL860001</b>	

<b>SUPPLIER</b> Company: Oplex Systems Inc Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX United States Attn: VCN 23230 - OPTEX SY	<b>BUYER</b> MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	<b>PLANNER</b> Phone: Email:
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ORACLE REVISION 2 ISSUED 7/28/08 TO REFLECT RELEASE OF GDMY3104. COPY OF ENGINEERING CHANGE SENT TO SUPPLIER 7/28/08 VIA VENDOR FREE FORM.

ORACLE REVISION 1 ISSUED 7/25/08 TO ADD PROGRESS PAYMENTS CLAUSE BACK ONTO THE ORDER PER VENDOR REQUEST.

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY BY <sup>10</sup>CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET  
PRODUCTION REQUIERMENTS.

SUPPLEMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY BY <sup>10</sup>CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 004 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP  
VENDOR MEET SCHEDULE.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
G0006 RP00	
G0006 RQ00	
G0006 RT00	
G0006 RU00	
G0006 RV00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

LINE	PART	REV	DESCRIPTION	UoM	QA CLAUSE / ITEM TEXT	CONTRACT	MSDS	NOTE TO SUPPLIER	STATUS
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1	12548774	PERISCOPE ASSEMBLY	Each	<p>1. ADDITIONAL PROCUREMENT DATA: NONE</p> <p>2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDLV4616, GDMY3077 ** QUALITY REQUIREMENTS: QY11 WEB QG5 QJ21 QP93 QP6 QK11 MIL-STD-171 QY2 (205) QY3 QL31 12548789 QJ8 QG2A QK9</p> <p>4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. (12548773) SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM TO THE NEGOTIATED PRICE OF EACH. THIS IS NO LONGER AN ANTE ORDER, IT HAS BEEN CHANGED TO FFP.</p>	Open
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SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
1						12-APR-2008		Closed

SHIP TO	TEXT
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Distribution 2 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating

SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
2						13-JUN-2008		Closed For Receiving

SHIP TO	TEXT
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815	Distribution 2 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
3						08-JUN-2008		Closed	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 3: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
4						15-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 4: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
5						15-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 5: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
6						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6: Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
7						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 7: Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0008, DPAS Rating							
8						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 8: Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
9						27-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 9: Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							

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10	SHIP TO						22-JUN-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1074 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
11	SHIP TO						22-JUN-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 113X Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
12	SHIP TO						14-JUL-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 127X Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
13	SHIP TO						29-JUN-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 137X Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
14	SHIP TO						18-JUL-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 143X Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
15	SHIP TO						15-JUL-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 153X Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
16	SHIP TO						15-JUL-2008	Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 163X Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
17	SHIP TO						25-JUL-2008	Open	
SHIP TO		TEXT							

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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 17:  Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
18						22-JUL-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 18:  Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
19						01-AUG-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 19:  Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
20						29-JUL-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 20:  Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
21						29-JUL-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 21:  Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
22						08-AUG-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 22:  Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
23						07-AUG-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 23:  Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
24						15-AUG-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division								

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24: Qty Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
25						14-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24: Qty Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
26						22-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 26: Qty Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
27						21-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 27: Qty Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
28						29-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 28: Qty Project ABRAM SPARES BOA 07-12, Task M1A2 SEP/HAB SPARES, Contract Number W52H09-07-G-0001, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
29						28-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 29: Qty Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
30						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30: Qty Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
31						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 31: Qty Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							

Terms and Conditions

General Dynamics Land Systems website at  
www.gdls.com for terms and conditions.



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**GENERAL DYNAMICS**

Land Systems

38500 Mound Road, Sterling Heights, MI

**STANDARD PURCHASE ORDER**

PO #PCL860001

PO Revision 2

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United States									
SHP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
32						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 32 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
33						18-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
34						25-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 34 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
35						02-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 35 Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
36						02-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 36 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
37						09-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 37 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
38						16-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 38 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	

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						23-OCT-2008	Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>3</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						30-OCT-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						07-NOV-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						14-NOV-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						21-NOV-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						21-DEC-2008		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						20-FEB-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution <del>4</del> Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
						20-MAR-2009		Open
SHIP TO		TEXT						

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
54				5		20-OCT-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
55						20-NOV-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
56						20-DEC-2009		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 580 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
57						20-JAN-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
58						20-FEB-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
59						20-MAR-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
60						20-APR-2010		Open
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 530 Number W56HZV-06-G-0006, DPAS Rating		Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract				

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
61						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
62						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
63						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
64						20-JUN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
65						20-JUL-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
66						20-AUG-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
67						20-SEP-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 67, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	

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68	20-OCT-2010	Open
SHIP TO	TEXT	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Distribution 68 W56HZV-06-G-0000, OPAS Rating	Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number

End of Contract



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**PCL860001 REV 2**

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 QTYS
- \*5 UNIT PRICE
- \*6 QTY, PRICE, EXTENDED PRICE
- \*7 UNIT PRICE
- \*8 UNIT PRICE
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\*144 QTY, PRICE, EXTENDED PRICE

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**GENERAL DYNAMICS**

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38500 Mound Road, Sterling Heights, MI

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<b>Bill to:</b> 1161 Buckeye Road Lima, OH 45804-1815 United States <b>Payment Terms:</b> NET30 <b>PO Currency:</b> USD This PO is subject to ERS/Pay on Receipt	<b>PO Creation Date:</b> 09-JUL-2008 <b>Revision Date:</b> 25-JUL-2008 <b>PO Status:</b> APPROVED <b>Freight Terms:</b> FCA SP <b>Freight Carrier:</b> REFER TO GDLS ROUTING GUI Total PO Value <b>PO Award Code:</b> 2A <b>PO Description:</b> <b>Converted PO ETP-C088 PCL860001</b>
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<b>SUPPLIER</b> <b>Company:</b> Optex Systems Inc <b>Site:</b> RICHARDSON <b>Address:</b> 1420 Presidential Drive Richardson, TX United States <b>Attn:</b> VCN 23230 - OPTEX SY	<b>BUYER</b> MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	<b>PLANNER</b> Phone: Email:
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ORACLE REVISION 1 ISSUED 7/25/08 TO ADD PROGRESS PAYMENTS CLAUSE BACK ONTO THE ORDER PER VENDOR REQUEST.

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY ~~CS~~ CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET  
 PRODUCTION REQUIERMENTS.

SUPPLMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY ~~CS~~ CS.  
 PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 004 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP  
 VENDOR MEET SCHEDULE.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED  
 BELOW:

CONTRACT NO.	QUANTITY
G0006 RP00	
G0006 RQ00	
G0006 RT00	
G0006 RU00	
G0006 RV00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER  
 OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO  
 THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT  
 SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL  
 DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS  
 PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

LINE	PART	REV	DESCRIPTION	UOM	QA CLAUSE / ITEM TEXT	CONTRACT	MSDS	NOTE TO SUPPLIER	STATUS
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Terms and Conditions

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PO Revision 1  
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1	12548774	PERISCOPE ASSEMBLY	Each	<p>1. ADDITIONAL PROCUREMENT DATA: NONE</p> <p>2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDLV4816, GDMY3077 ** QUALITY REQUIREMENTS: QY11 WEB QG5 QJ21 QP93 QP6 QK11 MIL-STD-171 QY2 (205) QY3 QL31 12548769 QJ8 ✓ QG2A QK9</p> <p>4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. (12548773) SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM EA TO THE NEGOTIATED PRICE OF ACH. THIS IS NO LONGER AN NTE ORDER. IT HAS BEEN CHANGED TO FFP.</p>	Open
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SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
1	X					12-APR-2008		Closed

SHIP TO	TEXT
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Distribution 1 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating

SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
2	X					13-JUN-2008		Open

SHIP TO	TEXT
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815	Distribution 2 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
3						08-JUN-2008		Closed For Receiving	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
4						15-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number							
5						15-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
6						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 6 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number							
7						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 7 DAAE20-02-G-0009, DPAS Rating Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number							
8						20-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 8 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number							
9						27-JUN-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 33 W56HZV-06-G-0006, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							

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10	22-JUN-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 10, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
11	22-JUN-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 11, Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
12	14-JUL-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 12, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
13	29-JUN-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 13, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
14	18-JUL-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 14, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
15	15-JUL-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 15, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
16	15-JUL-2008						Open	
SHIP TO		TEXT						
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 16, Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating						
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS
17	25-JUL-2008						Open	
SHIP TO		TEXT						

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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 17A Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
18						22-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 18 Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
19						01-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 19 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
20						29-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 20 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
21						29-JUL-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 21 Project ABRAMS 2006 PROD BOA, Task SEPRET60BASEPROD, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
22						08-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 22 Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
23						07-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 23 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
24						15-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									

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1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 24		Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating					
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
25						14-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 25, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
26						22-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 26, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
27						21-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 27, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
28						29-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 28, Project ABRAM SPARES BOA 07-12, Task M1A2 SEP/HAB SPARES, Contract Number W52H09-07-G-0001, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
29						28-AUG-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 29, Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
30						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30, Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0001, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
31						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815		Distribution 31, Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number W56HZV-06-G-0006, DPAS Rating							

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
32						05-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-UUUb, UPAS Rating							
33						18-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-UUUb, UPAS Rating							
34						25-SEP-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-UUUb, UPAS Rating							
35						02-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS SPARES BOA 2002, Task SEP SPARE PARTS, Contract Number DAAE20-02-G-0009, DPAS Rating							
36						02-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-UUUb, UPAS Rating							
37						09-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-UUUb, DPAS Rating							
38						16-OCT-2008		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 30 Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number W56HZV-06-G-0006, DPAS Rating							

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39	SHIP TO						23-OCT-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, UPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
40	SHIP TO						30-OCT-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, UPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
41	SHIP TO						07-NOV-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
42	SHIP TO						14-NOV-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
43	SHIP TO						21-NOV-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, DPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
44	SHIP TO						21-DEC-2008	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, DPAS Rating Project ABRAMS 2006 PROD BOA, Task MATERIAL AND TOUCH LABOR 240, Contract Number							
45	SHIP TO						20-FEB-2009	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, UPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							
46	SHIP TO						20-MAR-2009	Open	
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution W56HZV-06-G-0000, UPAS Rating Project ABRAMS 2006 PROD BOA, Task VEHICLE PRODUCTION, Contract Number							

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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 46, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
47						20-APR-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 47, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
46						20-MAY-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 48, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
49						20-JUN-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 49, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
50						20-JUL-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 50, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
51						20-AUG-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 51, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP60, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
52						20-AUG-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 52, Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPGRD 90, Contract Number W56HZV-06-G-0006, DPAS Rating							
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
53						20-SEP-2009		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division									

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United States									
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	STATUS	
61						20-APR-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 61 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
62						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 62 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
63						20-MAY-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63 Project ABRAMS 2006 PROD BOA, Task PRODUCTION ON SEP UPRGRD 8, Contract Number W56HZV-06-G-0006, DPAS Rating							
64						20-JUN-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 64 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
65						20-JUL-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 65 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
66						20-AUG-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 66 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							
67						20-SEP-2010		Open	
SHIP TO		TEXT							
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 67 Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number W56HZV-06-G-0006, DPAS Rating							

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68		20-OCT-2010	Open
	SHIP TO	TEXT	
	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Distribution 6E W56HZV-06-G-0006, DPAS Rating	Project ABRAMS 2006 PROD BOA, Task SEP UPGRADE QTY 260, Contract Number

End of Contract

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**PCL860001 REV 1**

- \*1 TOTAL PO VALUE
- \*2 QTY
- \*3 QTY
- \*4 DELIVERY QTYS
- \*5 UNIT PRICE
- \*6 UNIT PRICE
- \*7 QTY, UNIT PRICE, EXT. PRICE
- \*8 DISTRIBUTION
- \*9 QTY, UNIT PRICE, EXT. PRICE
- \*10 DISTRIBUTION
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\*100 DISTRIBUTION  
\*101 QTY, UNIT PRICE, EXT. PRICE  
\*102 DISTRIBUTION  
\*103 QTY, UNIT PRICE, EXT. PRICE  
\*104 DISTRIBUTION  
\*105 QTY, UNIT PRICE, EXT. PRICE  
\*106 DISTRIBUTION  
\*107 QTY, UNIT PRICE, EXT. PRICE  
\*108 DISTRIBUTION  
\*109 QTY, UNIT PRICE, EXT. PRICE  
\*110 DISTRIBUTION  
\*111 QTY, UNIT PRICE, EXT. PRICE  
\*112 DISTRIBUTION  
\*113 QTY, UNIT PRICE, EXT. PRICE  
\*114 DISTRIBUTION  
\*115 QTY, UNIT PRICE, EXT. PRICE

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- \*116 DISTRIBUTION
- \*117 QTY, UNIT PRICE, EXT. PRICE
- \*118 DISTRIBUTION
- \*119 QTY, UNIT PRICE, EXT. PRICE
- \*120 DISTRIBUTION
- \*121 QTY, UNIT PRICE, EXT. PRICE
- \*123 DISTRIBUTION
- \*124 QTY, UNIT PRICE, EXT. PRICE
- \*125 DISTRIBUTION
- \*126 QTY, UNIT PRICE, EXT. PRICE
- \*127 DISTRIBUTION
- \*128 QTY, UNIT PRICE, EXT. PRICE
- \*129 DISTRIBUTION
- \*130 QTY, UNIT PRICE, EXT. PRICE
- \*131 DISTRIBUTION
- \*132 QTY, UNIT PRICE, EXT. PRICE
- \*133 DISTRIBUTION
- \*134 QTY, UNIT PRICE, EXT. PRICE
- \*135 DISTRIBUTION
- \*136 QTY, UNIT PRICE, EXT. PRICE
- \*137 DISTRIBUTION
- \*138 QTY, UNIT PRICE, EXT. PRICE
- \*139 DISTRIBUTION
- \*140 QTY, UNIT PRICE, EXT. PRICE
- \*141 DISTRIBUTION
- \*142 QTY, UNIT PRICE, EXT. PRICE
- \*143 DISTRIBUTION

ORIGINATOR: JULIE M ADAMSON  
MESSAGE: B003 PCL860001

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET

ORDER

DATE: 04/30/2008  
SUPPL. DATE: 04/30/2008

ORDER NO: PCL860001  
SUPPL. NO: 004

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY ~~EA~~ PCS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

\*\*\*\*\*  
SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET  
PRODUCTION REQUIERMENTS.

\*\*\*\*\*  
SUPPLEMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY ~~EA~~ CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

ITEM	QUANTITY	PART-DESCRIPTION	PRICE	F	UM-REV.
EXT. PRICE					
0001		12548774			EA

PERISCOPE ASSEMBLY

SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM ~~EA~~ EA  
TO THE NEGOTIATED PRICE ON ~~ACH~~ ACH. THIS IS NO LONGER AN NTE ORDER,  
IT HAS BEEN CHANGED TO FFP.

DELIVERY SCHEDULE:

DATE	ORIG	PROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
01/18/2008					G0006	RN00	
01/25/2008					G0006	RN00	
02/01/2008					G0006	RL00	
02/01/2008					G0006	RN00	
02/08/2008					G0006	RL00	
02/08/2008					2G0009	SK73	
02/08/2008					G0006	RST3	
02/15/2008					G0006	RST3	
02/22/2008					G0006	RST3	
02/29/2008					G0006	RST3	
03/07/2008					G0006	RST3	
03/14/2008					G0006	RST3	

*Confidential treatment requested*

03/21/2008

G0006 RST3

BUYER:

EXPEDITOR: E003

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860001  
PAGE 1 OF  
RELEASE TO BLANKET

GENERAL DYNAMICS

ORDER

DATE: 04/30/2008  
SUPPL.DATE: 04/30/2008

ORDER NO: PCL860001  
SUPPL.NO: 004

03/28/2008	G0006	RN00
03/28/2008	2G0009	SK73
03/28/2008	G0006	RST3
04/05/2008	G0006	RN00
04/05/2008	G0006	RST3
04/08/2008	2G0009	SK73
04/12/2008	G0006	RN00
04/12/2008	2G0009	SK73
04/19/2008	G0006	RN00
04/26/2008	G0006	RN00
05/03/2008	G0006	RN00
05/03/2008	2G0009	SK73
05/10/2008	G0006	RN00
05/10/2008	2G0009	SK73
05/17/2008	G0006	RN00
05/17/2008	G0006	RST3
05/24/2008	7G0001	FB01
05/24/2008	2G0009	SK73
05/24/2008	G0006	RST3
06/01/2008	G0006	RP00
06/01/2008	2G0009	SK73
06/08/2008	G0006	RP00
06/15/2008	G0006	RST3
06/15/2008	G0006	RP00
06/22/2008	G0006	RP00
06/22/2008	2G0009	SK73
06/29/2008	G0006	RP00
07/15/2008	G0006	RP00
07/15/2008	2G0009	SK73
07/22/2008	G0006	RL00
07/29/2008	G0006	RP00
07/29/2008	G0006	RL00
08/07/2008	G0006	RP00
08/14/2008	G0006	RST3
08/21/2008	G0006	RP00
08/28/2008	G0006	RP00
09/05/2008	G0006	RP00
09/18/2008	G0006	RP00
09/25/2008	G0006	RP00
10/02/2008	G0006	RP00
10/09/2008	G0006	RP00

*confidential treatment requested*

10/16/2008	<del>W</del>	G0006	RP00
10/23/2008		G0006	RP00
10/30/2008		G0006	RP00
11/07/2008		G0006	RP00

BUYER:

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDL.S.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 2 OF  
RELEASE TO BLANKET

GENERAL DYNAMICS

ORDER

DATE: 04/30/2008  
SUPPL.DATE: 04/30/2008

ORDER NO: PCL860001  
SUPPL.NO: 004

11/14/2008	<del>W</del>	G0006	RP00
11/21/2008		G0006	RP00
12/21/2008		G0006	RST3
02/20/2009		G0006	RP00
03/20/2009		G0006	RQ00
04/20/2009		G0006	RQ00
05/20/2009		G0006	RQ00
06/20/2009		G0006	RQ00
07/20/2009		G0006	RQ00
08/20/2009		G0006	RQ00
08/20/2009		G0006	RT00
09/20/2009		G0006	RT00
10/20/2009		G0006	RT00
11/20/2009		G0006	RT00
12/20/2009		G0006	RT00
01/20/2010		G0006	RT00
02/20/2010		G0006	RT00
03/20/2010		G0006	RT00
04/20/2010		G0006	RT00
04/20/2010		G0006	RV00
05/20/2010		G0006	RV00
05/20/2010		G0006	RV00
06/20/2010		G0006	RV00
07/20/2010		G0006	RV00
08/20/2010		G0006	RV00
09/20/2010		G0006	RV00
10/20/2010		G0006	RV00

CONTRACT	SEG	PRIORITY RATING	ACCUMULATIVE QUANTITY
W56HZV-06-G-0006	RL00	DOA4	)
W56HZV-06-G-0006	RN00	NONE	)
W56HZV-06-G-0006	RP00	NONE	)
W56HZV-06-G-0006	RQ00	DOA4	)
W56HZV-06-G-0006	RST3	DOA4	)
W56HZV-06-G-0006	RT00	DOA4	)
W56HZV-06-G-0006	RU00	DOA4	)
W56HZV-06-G-0006	RV00	DOA4	)

~~W~~ Confidential treatment requested

DAAE20-02-G-0009  
W52H09-07-G-0001

SK73 DXA5  
FB01 DOA5

ACCOUNTS: ORGANIZATION ACCOUNT CENTER  
DIV 79500 2313

TOTAL P.O. VALUE

BUYER:

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDL.S.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 3 OF  
RELEASE TO BLANKET

ORDER

DATE: 04/30/2008  
SUPPL. DATE: 04/30/2008

ORDER NO: PCL860001  
SUPPL. NO: 004

\*\*\*\*\*

BLANKET AMOUNT REMAINING

\$0.00

*Confidential treatment requested*

BUYER:

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 4 OF 4

\*\*\*  
\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Verified at: 4:58:06 PM on: 4/30/2008 by Domino Process

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*



**PCL860001 SUPPL 004**

- \*1 QTY
- \*2 QTY
- \*3 QTY
- \*4 PRICE
- \*5 EXT PRICE
- \*6 UNIT PRICE FROM...
- \*7 UNIT PRICE TO...
- \*8 DELIVERY QTYS
- \*9 DELIVERY QTYS
- \*10 DELIVERY QTYS
- \*11 DELIVERY QTYS
- \*12 DELIVERY QTYS
- \*13 ACCUMULATIVE QTYS
- \*14 ACCUMULATIVE QTYS
- \*15 TOTAL PO VALUE

ORIGINATOR: JULIE M ADAMSON  
MESSAGE: B003 PCL860001

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET

ORDER

DATE: 02/08/2008  
SUPPL. DATE: 02/08/2008

ORDER NO: PCL860001  
SUPPL. NO: 003

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY BY ~~5~~ PCS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

\*\*\*\*\*  
SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET  
PRODUCTION REQUIERMENTS.

ITEM	QUANTITY	PART-DESCRIPTION	PRICE	F	UM-REV.
EXT. PRICE					
0001	<del>2</del>	2548774			EA

PERISCOPE ASSEMBLY

SUPPLEMENT 001 TO THIS RELEASE CHANGES THE UNIT PRICE FROM EA  
TO THE NEGOTIATED PRICE ACH. THIS IS NO LONGER AN NTE ORDER,  
IT HAS BEEN CHANGED TO FFP.

DELIVERY SCHEDULE:

DATE	ORIG FROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
01/18/2008				G0006	RN00	
01/25/2008				G0006	RN00	
02/01/2008				G0006	RL00	
02/01/2008				G0006	RN00	
02/08/2008				GN001	RK00	
02/08/2008				G0006	RST3	
02/15/2008				G0006	RST3	
02/22/2008				G0006	RST3	
02/29/2008				G0006	RST3	
03/07/2008				G0006	RST3	
03/14/2008				G0006	RST3	
03/21/2008				G0006	RST3	
03/28/2008				G0006	RN00	
03/28/2008				GN001	RK00	
03/28/2008				G0006	RST3	
04/05/2008				G0006	RN00	

~~Confidential~~ treatment requested

04/05/2008

G0006

RST3

BUYER:

EXPEDITOR: E003

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860001  
PAGE 1 OF  
RELEASE TO BLANKET

GENERAL DYNAMICS

ORDER

DATE: 02/08/2008

ORDER NO: PCL860001

SUPPL.DATE: 02/08/2008

SUPPL.NO: 003

04/12/2008	G0006	RN00
04/12/2008	GN001	RK00
04/12/2008	2G0009	SK73
04/19/2008	G0006	RN00
04/26/2008	G0006	RN00
05/03/2008	G0006	RN00
05/03/2008	2G0009	SK73
05/10/2008	G0006	RN00
05/10/2008	2G0009	SK73
05/17/2008	G0006	RN00
05/17/2008	G0006	RST3
05/24/2008	2G0009	SK73
05/24/2008	G0006	RST3
06/01/2008	G0006	RP00
06/01/2008	2G0009	SK73
06/08/2008	G0006	RP00
06/15/2008	G0006	RP00
06/22/2008	G0006	RP00
06/22/2008	2G0009	SK73
06/29/2008	G0006	RP00
07/15/2008	G0006	RP00
07/15/2008	2G0009	SK73
07/22/2008	G0006	RL00
07/29/2008	G0006	RP00
07/29/2008	G0006	RL00
08/07/2008	G0006	RP00
08/14/2008	G0006	RP00
08/21/2008	G0006	RP00
08/28/2008	G0006	RP00
09/05/2008	G0006	RP00
09/18/2008	G0006	RP00
09/25/2008	G0006	RP00
10/02/2008	G0006	RP00
10/09/2008	G0006	RP00
10/16/2008	G0006	RP00
10/23/2008	G0006	RP00
10/30/2008	G0006	RP00
11/07/2008	G0006	RP00
11/14/2008	G0006	RP00
11/21/2008	G0006	RP00

*Confidential treatment requested*

CONTRACT  
DAAE07-01-G-N001  
W56HZV-06-G-0006

SEG  
RK00  
RL00

PRIORITY  
RATING  
DXA4  
DOA4

ACCUMULATIVE  
QUANTITY

BUYER:  
  
JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230  
  
ORDER NO: PCL860001  
PAGE 2 OF  
RELEASE TO BLANKET

GENERAL DYNAMICS

ORDER

DATE: 02/08/2008  
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860001  
SUPPL.NO: 003

W56HZV-06-G-0006	RN00	NONE
W56HZV-06-G-0006	RP00	NONE
W56HZV-06-G-0006	RST3	DOA4
DAAE20-02-G-0009	SK73	DXA5

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

TOTAL P.O. VALUE

\*\*\*\*\*  
BLANKET AMOUNT REMAINING  
\$0.00

*\*confidential treatment requested*

BUYER:

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 3 OF 3

...  
\*\*\*\*\*

Verified at: 8:50:30 AM on: 2/8/2008 by Domino Process

\*\*\*\*\*

**PCL860001 SUPPL 003**

- \*1 QTY
- \*2 QTY
- \*3 PRICE
- \*4 EXT PRICE
- \*5 NEGOTIATED PRICE EACH
- \*6 DELIVERY QTYS
- \*7 DELIVERY QTYS
- \*8 DELIVERY QTYS
- \*9 ACCUMULATIVE QTYS
- \*10 DELIVERY QTYS

ORIGINATOR: JULIE M ADAMSON  
MESSAGE: B003 PCL860001

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET ORDER

DATE: 09/06/2007  
SUPPL.DATE: 09/06/2007

ORDER NO: PCL860001  
SUPPL.NO: 002

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

INVOICE TO: GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY CS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-6-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET  
PRODUCTION REQUIERMENTS.

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV	EXT.PRICE
0001		2548774 PERISCOPE ASSEMBLY		EA	

DELIVERY SCHEDULE:			CONTRACT:		
DATE	ORIG PROM	QUANTITY	ALIAS	SEG	WBS
12/04/2007			G0006	RN00	
12/11/2007			G0006	RN00	
12/18/2007			G0006	RN00	
12/26/2007			G0006	RN00	
01/02/2008			G0006	RN00	
01/02/2008			GN001	RK00	
01/09/2008			GN001	RK00	
01/09/2008			G0006	RST3	
01/16/2008			G0006	RST3	
01/23/2008			G0006	RST3	
03/07/2008			G0006	RST3	
03/14/2008			G0006	RST3	
03/21/2008			G0006	RST3	
03/28/2008			G0006	RN00	
03/28/2008			GN001	RK00	
03/28/2008			G0006	RST3	
04/05/2008			G0006	RN00	
04/05/2008			G0006	RST3	
04/12/2008			G0006	RN00	
04/12/2008			GN001	RK00	
04/12/2008			2G0009	SK73	

BUYER:

EXPEDITOR: E003

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437

ORDER NO: PCL860001

*confidential treatment requested*

EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

PAGE 1 OF  
RELEASE TO BLANKET ORDER

DATE: 09/06/2007  
SUPPL. DATE: 09/06/2007

ORDER NO: PCL860001  
SUPPL. NO: 002

04/19/2008	<del>*</del>	G0006	RN00
04/26/2008		G0006	RN00
05/03/2008		G0006	RN00
05/03/2008		2G0009	SK73
05/10/2008		G0006	RN00
05/10/2008		2G0009	SK73
05/17/2008		G0006	RN00
05/17/2008		G0006	RST3
05/24/2008		2G0009	SK73
05/24/2008		G0006	RST3
06/01/2008		G0006	RP00
06/01/2008		2G0009	SK73
06/08/2008		G0006	RP00
06/15/2008		G0006	RP00
06/22/2008		G0006	RP00
06/22/2008		2G0009	SK73
06/29/2008		G0006	RP00
07/15/2008		G0006	RP00
07/15/2008		2G0009	SK73
07/22/2008		2G0009	SK79
07/29/2008		G0006	RP00
07/29/2008		2G0009	SK79
08/07/2008		G0006	RP00
08/14/2008		G0006	RP00
08/21/2008		G0006	RP00
08/28/2008		G0006	RP00
09/05/2008		G0006	RP00
09/18/2008		G0006	RP00
09/25/2008		G0006	RP00
10/02/2008		G0006	RP00
10/09/2008		G0006	RP00
10/16/2008		G0006	RP00
10/23/2008		G0006	RP00
10/30/2008		G0006	RP00
11/07/2008		G0006	RP00
11/14/2008		G0006	RP00
11/21/2008		G0006	RP00

CONTRACT  
 DAAE07-01-G-N001  
 W56HZV-06-G-0006  
 W56HZV-06-G-0006  
 W56HZV-06-G-0006  
 DAAE20-02-G-0009

	PRIORITY
SEG	RATING
RK00	DXA4
RN00	NONE
RP00	NONE
RST3	DOA4
SK73	DXA5

ACCUMULATIVE  
~~\*~~ QUANTITY

BUYER:

JULIE M. ADAMSON BUYER: B003  
 P: 586-825-8756 F: 586-268-7437  
 EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003  
 SUPPLIER NO: 23230

ORDER NO: PCL860001  
 PAGE 2 OF

~~\*~~ confidential treatment requested



GENERAL DYNAMICS

RELEASE TO BLANKET ORDER

DATE: 09/06/2007  
SUPPL. DATE: 09/06/2007

ORDER NO: PCL860001  
SUPPL. NO: 002

DAAE20-02-G-0009

SK79 DXA4

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

TOTAL P.O. VALUE

\*\*\*\*\*  
BLANKET AMOUNT REMAINING \$0.00

BUYER:

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 3 OF 3

*\* Confidential treatment requested*

\*\*\*\*\*

Verified at: 4:08:32 PM on: 9/6/2007 by Domino Process

\*\*\*\*\*

PCL 860001 SUPPL 002

- \*1 QTY
- \*2 QTY
- \*3 PRICE
- \*4 EXT PRICE
- \*5 DELIVERY QTYS
- \*6 DELIVERY QTYS
- \*7 ACCUMULATATIVE QTY
- \*8 QTY
- \*9 TOTAL PO VALUE

ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860001

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET ORDER

DATE: 06/26/2007  
SUPPL.DATE: 06/26/2007

ORDER NO: PCL860001  
SUPPL.NO: 001

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815  
GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY L. PCS.  
PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.	EXT.PRICE
0001		2548774 PERISCOPE ASSEMBLY		EA	

DELIVERY SCHEDULE:

DATE	ORIG PROM	QUANT: Y	CONTRACT:	ALIAS	SEG	WBS
12/20/2007				G0006	RN00	
12/20/2007				GN001	RK00	
12/20/2007				G0006	RST3	
01/20/2008				G0006	RST3	
02/20/2008				G0006	RST3	
03/20/2008				G0006	RST3	
04/20/2008				G0006	RN00	
04/20/2008				GN001	RK00	
04/20/2008				G0006	RST3	
05/20/2008				G0006	RN00	
05/20/2008				GN001	RK00	
05/20/2008				2G0009	SK73	
06/20/2008				G0006	RN00	
06/20/2008				2G0009	SK73	
07/20/2008				G0006	RN00	
07/20/2008				2G0009	SK73	
08/20/2008				G0006	RN00	
08/20/2008				G0006	RP00	
08/20/2008				2G0009	SK73	
09/20/2008				G0006	RP00	
09/20/2008				2G0009	SK73	
10/20/2008				G0006	RP00	
10/20/2008				2G0009	SK73	
11/20/2008				2G0009	SK73	

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER:B003  
P:586-825-8756 F:586-268-7437

ORDER NO: PCL860001

*Confidential treatment requested*

EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

PAGE 1 OF  
RELEASE TO BLANKET ORDER

DATE: 06/26/2007  
SUPPL. DATE: 06/26/2007

ORDER NO: PCL860001  
SUPPL. NO: 001

01/20/2009	G0006	RP00
02/20/2009	G0006	RP00
03/20/2009	G0006	RP00
04/20/2009	G0006	RP00
05/20/2009	G0006	RP00

CONTRACT	SEG	PRIORITY RATING	CUMULATIVE QUANTITY
DAAE07-01-G-N001	RK00	DXA4	.000
W56HZV-06-G-0006	RN00	NONE	.000
W56HZV-06-G-0006	RP00	NONE	.000
W56HZV-06-G-0006	RST3	DOA4	.000
DAAE20-02-G-0009	SK73	DXA5	.000

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

..... TOTAL P.O. VALUE *10*  
 ..... BLANKET AMOUNT REMAINING *12*

BUYER:

JULIE M. SCHNEIDER BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 2 OF 2

*Confidential treatment requested*

**PCL860001 SUPPL.001**

- \*1 QTY
- \*2 QTY
- \*3 PRICE
- \*4 EXT PRICE
- \*5 DELIVERY QTYS
- \*6 DELIVERY QTYS
- \*7 ACCUMULATIVE QTYS
- \*8 TOTAL PO VALUE
- \*9 BLANKET AMOUNT REMAINING

s/d 2606

ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860001

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET ORDER

DATE: 04/09/2007

ORDER NO: PCL860001

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815  
GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

ITEM	QUANTITY	PART-DESCRIPTION	PRICE	UM-REV.	EXT.PRICE
0001	<del>1</del>	12548774 PERISCOPE ASSEMBLY		EA	

DELIVERY SCHEDULE:

DATE	ORIG	FROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
12/20/2007			<del>1</del>	G0006	RN00		
12/20/2007				GN001	RK00		
12/20/2007				G0006	RST3		
01/20/2008				G0006	RST3		
02/20/2008				G0006	RST3		
03/20/2008				G0006	RST3		
04/20/2008				G0006	RN00		
04/20/2008				G0006	RST3		
05/20/2008				G0006	RN00		
06/20/2008				G0006	RN00		
07/20/2008				G0006	RN00		
08/20/2008				G0006	RN00		
08/20/2008				G0006	RP00		
09/20/2008				G0006	RP00		
10/20/2008				G0006	RP00		
01/20/2009				G0006	RP00		
02/20/2009				G0006	RP00		
03/20/2009				G0006	RP00		
04/20/2009				G0006	RP00		
05/20/2009				G0006	RP00		

CONTRACT	SEG	PRIORITY RATING	ACCUMULATIVE QUANTITY
DAAE07-01-G-N001	RK00	DXA4	000
W56HZV-06-G-0006	RN00	NONE	000
W56HZV-06-G-0006	RP00	NONE	000
W56HZV-06-G-0006	RST3	DOA4	000

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003  
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860001

*\*Confidential treatment requested*

EMAIL: SCHNEIDJ@GDL.S.COM  
GENERAL DYNAMICS

PAGE 1 OF  
RELEASE TO BLANKET ORDER

DATE: 04/09/2007

ORDER NO: PCL860001

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

TOTAL P.O. VALUE

\*\*\*\*\*  
BLANKET AMOUNT REMAINING \$0.00

BUYER:

JULIE M. SCHNEIDER BUYER:8003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDL.S.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860001  
PAGE 2 OF 2

*\*Confidential treatment requested*



**PCL860001**

- \*1 QTY
- \*2 PRICE
- \*3 EXT PRICE
- \*4 DELIVERY QTYS
- \*5 ACCUMULATIVE QTYS
- \*6 TOTAL PO VALUE

ORIGINATOR: JULIE M ADAMSON  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 03/20/2008  
SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL.NO: 005

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

\*\*\*\*\*  
PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY  
\*\*\*\*\*

QUANTITY: CS  
\*\*\*\*\*

SUPPLEMENT 005 ISSUED TO MODIFY THE LANGUAGE WRITTEN IN SUPPLEMENT 004.  
SEE CHANGES BELOW.  
\*\*\*\*\*

SUPPLEMENT 004 ISSUED 2-08-08 TO DEFINITIZE THIS CONTRACT. UPON AUDIT  
AND NEGOTIATIONS, THIS PURCHASE ORDER IS CHANGED FROM A NOT TO EXCEED  
ORDER TO A FIRM FIXED PRICE. THE UNIT PRICE CHANGED FROM NO  
FFP OF THIS ALSO REMOVES NTE LANGUAGE ON THIS PURCHASE ORDER  
TEXT. THIS SUPPLEMENT ALSO REMOVES PROGRESS PAYMENT CLAUSE, AS ASKED FOR  
BY THE VENDOR AND MUTUALLY AGREED UPON BY GDLS.  
\*\*\*\*\*

SUPPLEMENT 003 ISSUED 6-26-07 TO INCREASE ORDER CS AT THE  
CURRENT UNIT PRICE. THESE ARE PART OF THE NTE AGREEMENT AND ARE SUBJECT  
TO DOWNWARD PRICE ADJUSTMENT.  
\*\*\*\*\*

SUPPLEMENT 002 ISSUED 04/17/07 TO INCREASE ORDER CS AT CURRENT  
UNIT PRICE. REF SBO128225. THIS PRICE IS PART OF THE NTE ORDER AND IS  
SUBJECT TO DOWNWARD PRICE ADJUSTMENT BASED ON AUDIT AND NEGOTIATIONS.  
\*\*\*\*\*

SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE  
BELOW. PLEASE NOTE.  
\*\*\*\*\*

THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL  
CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS

BUYER:

EXPEDITOR: E003

*Confidential treatment requested*

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM  
GENERAL DYNAMICS

ORDER NO: PCL860000  
PAGE 1 OF  
BLANKET ORDER

DATE: 03/20/2008  
SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL.NO: 005

AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED  
IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL  
HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,  
EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

{BPL}

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

{VE1}

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

\*\*\*\*\*  
SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING  
LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER  
BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER  
ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN  
APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:  
THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO  
MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH  
ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY  
SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY,  
RELIABILITY OR SAFETY OF THE END ITEM.

{NCG}

BUYER:

EXPEDITOR: E003  
SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860000  
PAGE 2 OF  
BLANKET ORDER

GENERAL DYNAMICS

DATE: 03/20/2008  
SUPPL. DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL. NO: 005

SCHEDULE ADJUSTMENT CLAUSE

-----  
GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED. (SAC)

STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT. THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7. ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER. (SPC1)

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE. (PS2)  
ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

\*\*\*\*\*  
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML. (DTC3)

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\*

TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO

BUYER:

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM  
GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 3 OF  
BLANKET ORDER

DATE: 03/20/2008  
SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL.NO: 005

FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHORIZATION FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.  
(ELR)

BYRD AMENDMENT CLAUSE

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

BUYER:

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 4 OF  
BLANKET ORDER

DATE: 03/20/2008  
SUPPL. DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL. NO: 005

NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OR A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE.

(BAC)

\*\*\*\*\*

WOOD PACKAGING REQUIREMENTS (WPR)

ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT)

BUYER:	EXPEDITOR: E003
JULIE M. ADAMSON BUYER:B003	SUPPLIER NO: 23230
P:586-825-8756 F:586-268-7437	ORDER NO: PCL860000
EMAIL: ADAMSONJ@GDLS.COM	PAGE 5 OF
GENERAL DYNAMICS	BLANKET ORDER

DATE: 03/20/2008	ORDER NO: PCL860000
SUPPL.DATE: 03/20/2008	SUPPL.NO: 005

MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSC APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS. MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.

(WPR)

"FOR COMPLETE FREIGHT ROUTING INSTRUCTIONS PLEASE GO TO THE GENERAL DYNAMICS LAND SYSTEMS WEBSITE AT HTTP://WWW.GDLS.COM, CLICK ON PROCUREMENT, THEN CLICK ON TRANSPORTATION ROUTING INSTRUCTIONS/ROUTING GUIDE. IF YOU HAVE FREIGHT ROUTING QUESTIONS, PLEASE FORWARD THEM TO 'TRAFFIC@GDLS.COM'."

(RTE)

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.
EXT.PRICE				
0001		12548774		EA

PERISCOPE ASSEMBLY

TOTAL BLANKET LIMIT

1. ADDITIONAL PROCUREMENT DATA: NONE
  2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008
- \*\* QUALITY REQUIREMENTS:

QY11.8 (5/21/98) FIRST PIECE INSPECTION

*\*Confidential treatment requested*

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND  
IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB  
ADDRESS HTTP://WWW.GDLS.COM UNDER THE PROCUREMENT BUTTON.  
(WEB)

QG5.2 (04/18/00) C = O SAMPLING PLAN  
QJ21.1 (12/8/97) INSPECTION DELEGATION  
QP93.0 (5/1/90) PACKING SLIP REQUIREMENT

BUYER:

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
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DATE: 03/20/2008  
SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL.NO: 005

QP6.0 (1/1/86) ORDERING DATA SHEETS  
QK11.1 (1/19/99) PHY/TEST DATA-FILL IN  
MIL-STD-171  
QY2.9 (09/26/01) FAT-QCS-4  
(205)  
QY3.5 (1/22/94) C.T. - QCS-4A (TDP)  
QL31.0 (12/4/87) FUNCTIONAL TEST (FILL-IN)  
12548769  
QJ8.1 (1/18/88) GOVERNMENT SELECTIVE EVALUATION  
QG2A.4 (11/21/96) (MIL-1-45208 ANS1/ISO 9000)  
QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
(12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00 --	---	-----
G0006	RP00		
G0006	RST3		



THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR ~~20~~ IS STARTING JANUARY 2008.

---

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.

-----

BUYER:

JULIE M. ADAMSON BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
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BLANKET ORDER

DATE: 03/20/2008  
SUPPL. DATE: 03/20/2008

ORDER NO: PCL860000  
SUPPL. NO: 005

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE.

(TQR)

*\*Confidential treatment requested*

---

BUYER:

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDL.S.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 8 OF 8

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\*\*\*\*\*

Verified at: 1:32:26 PM on: 3/20/2008 by Domino Process

\*\*\*\*\*

---

**PCL860000 SUPPL 005**

- \*1 QTY
- \*2 UNIT COST FROM...
- \*3 UNIT COST TO....
- \*4 QTY
- \*5 QTY
- \*6 QTY
- \*7 PRICE
- \*8 EXT PRICE
- \*9 QTY
- \*10 QTY

ORIGINATOR: JULIE M ADAMSON  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 02/08/2008  
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000  
SUPPL.NO: 004

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815  
GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

\*\*\*\*\*  
PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY  
\*\*\*\*\*

QUANTITY 2CS  
\*\*\*\*\*

SUPPLEMENT 004 ISSUED 2-08-08 TO DEFINITIZE THIS CONTRACT. UPON AUDIT AND NEGOTIATIONS, THIS PURCHASE ORDER IS CHANGED FROM A NOT TO EXCEED ORDER, TO A FIRM FIXED PRICE. THE UNIT PRICE CHANGED FROM \* TO FFP OF \* THIS ALSO REMOVES NTE LANGUAGE ON THIS PURCHASE ORDER TEXT. THIS SUPPLEMENT ALSO REMOVES PROGRESS PAYMENT CLAUSE, AS VENDOR HAS ASKED NOT TO HAVE PROGRESS PAYMENTS ANY LONGER.  
\*\*\*\*\*

SUPPLEMENT 003 ISSUED 6-26-07 TO INCREASE ORDER BY \* 7CS AT THE CURRENT UNIT PRICE. THESE ARE PART OF THE NTE AGREEMENT AND ARE SUBJECT TO DOWNWARD PRICE ADJUSTMENT.  
\*\*\*\*\*

SUPPLEMENT 002 ISSUED 04/17/07 TO INCREASE ORDER BY 17 PCS AT CURRENT UNIT PRICE. REF SBO128225. THIS PRICE IS PART OF THE NTE ORDER AND IS SUBJECT TO DOWNWARD PRICE ADJUSTMENT BASED ON AUDIT AND NEGOTIATIONS.  
\*\*\*\*\*

SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE BELOW. PLEASE NOTE.  
\*\*\*\*\*

THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,

BUYER:

EXPEDITOR: E003

*Confidential treatment requested*

JULIE M. ADAMSON BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

ORDER NO: PCL860000  
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ORDER NO: PCL860000  
SUPPL.NO: 004

EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

{BPL}

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

{VE1}

\*\*\*\*\*

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

\*\*\*\*\*

SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING  
LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER  
BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER  
ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN  
APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:  
THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO  
MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH  
ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY  
SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY,  
RELIABILITY OR SAFETY OF THE END ITEM.

{NCG}

SCHEDULE ADJUSTMENT CLAUSE

-----  
GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT  
TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4)  
WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE.  
NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR  
TO THE DELIVERY DATE IMPACTED.

{SAC}

BUYER:

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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

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STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT.

THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7.

ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER.

(SPC1)

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE.

(PS2)

ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

\*\*\*\*\*

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML.

(DTC3)

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\*

TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT

AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON  
THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL

BUYER:

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GENERAL DYNAMICS

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DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHORIZATION FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.  
(ELR)

BYRD AMENDMENT CLAUSE

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE

OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE  
OF CONGRESS, OR AN EMPLOYEE OR A MEMBER OF CONGRESS IN  
CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE  
MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN,

BUYER:

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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

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THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE  
EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION  
OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN  
PAID, OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR  
ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY,  
A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR  
AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS  
FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE  
UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL,  
"DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS  
INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS  
CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL  
SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS,  
AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON  
WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR  
ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-  
REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION  
IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE.

(BAC)

\*\*\*\*\*

WOOD PACKAGING REQUIREMENTS (WPR)  
ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS  
TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED  
TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT)  
MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE  
AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT



STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSO APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS.

BUYER: JULIE M. ADAMSON BUYER: B003  
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GENERAL DYNAMICS

EXPEDITOR: E003  
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MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.  
(WPR)

"FOR COMPLETE FREIGHT ROUTING INSTRUCTIONS PLEASE GO TO THE GENERAL DYNAMICS LAND SYSTEMS WEBSITE AT [HTTP://WWW.GDLS.COM](http://www.gdls.com), CLICK ON PROCUREMENT, THEN CLICK ON TRANSPORTATION ROUTING INSTRUCTIONS/ROUTING GUIDE. IF YOU HAVE FREIGHT ROUTING QUESTIONS, PLEASE FORWARD THEM TO 'TRAFFIC@GDLS.COM'."  
(RTE)

ITEM	QUANTITY	PART-DESCRIPTION	PRICE	F	UM-REV.
EXT. PRICE					
0001		12548774			EA

PERISCOPE ASSEMBLY

TOTAL BLANKET LIMIT

\$7,786,589.65

1. ADDITIONAL PROCUREMENT DATA: NONE
  2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008
- \*\* QUALITY REQUIREMENTS:

QY11.8 (5/21/98) FIRST PIECE INSPECTION

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB ADDRESS [HTTP://WWW.GDLS.COM](http://www.gdls.com) UNDER THE PROCUREMENT BUTTON.  
(WEB)

QG5.2 (04/18/00) C = O SAMPLING PLAN  
QJ21.1 (12/8/97) INSPECTION DELEGATION

*\*Confidential treatment requested*

QP93.0 (5/1/90) PACKING SLIP REQUIREMENT  
 QP6.0 (1/1/86) ORDERING DATA SHEETS  
 QK11.1 (1/19/99) PHY/TEST DATA-FILL IN  
 MIL-STD-171  
 QY2.9 (09/26/01) FAT-QCS-4  
 (205)

BUYER:

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GENERAL DYNAMICS

EXPEDITOR: E003  
 SUPPLIER NO: 23230

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ORDER NO: PCL860000  
 SUPPL.NO: 004

QY3.5 (1/22/94) C.T. - QCS-4A (TDP)  
 QL31.0 (12/4/87) FUNCTIONAL TEST (FILL-IN)  
 12548769  
 QJ8.1 (1/18/88) GOVERNMENT SELECTIVE EVALUATION  
 QG2A.4 (11/21/96) (MIL-1-45208 ANSI/ISO 9000)  
 QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
 REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
 (12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00 --	---	-----
G0006	RP00		
G0006	RST3		

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
 PER YEAR\* PIECES STARTING JANUARY 2008.

*confidential treatment requested*

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.

-----

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TQR)

BUYER:

EXPEDITOR: E003

SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003

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EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860000

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\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Verified at: 8:45:35 AM on: 2/8/2008 by Domino Process

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

**PCL860000 SUPPL 004**

- \*1 QTY
- \*2 UNIT PRICE CHANGE FROM...
- \*3 UNIT PRICE CHANGED TO....
- \*4 QTY
- \*5 QTY
- \*6 PRICE
- \*7 EXT. PRICE
- \*8 QTY

*BuA/B*

*5/0 2004*

ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 06/26/2007  
SUPPL. DATE: 06/26/2007

ORDER NO: PCL860000  
SUPPL. NO: 003

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

INVOICE TO: GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

\*\*\*\*\*  
PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY  
\*\*\*\*\*

QUANTITY: ~~1~~ S

SUPPLEMENT 003 ISSUED 6-26-07 TO INCREASE ORDER BY PCS AT THE  
CURRENT UNIT PRICE. THESE ARE PART OF THE NTE AGREEMENT AND ARE SUBJECT  
TO DOWNWARD PRICE ADJUSTMENT.

SUPPLEMENT 002 ISSUED 04/17/07 TO INCREASE ORDER BY CS AT CURRENT  
UNIT PRICE. REF SBO128225. THIS PRICE IS PART OF THE NTE ORDER AND IS  
SUBJECT TO DOWNWARD PRICE ADJUSTMENT BASED ON AUDIT AND NEGOTIATIONS.

SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE  
BELOW. PLEASE NOTE.

\*\*\*\*\*  
PRICES STATED HEREIN ARE CEILING PRICES SUBJECT TO DOWNWARD  
ONLY ADJUSTMENT RESULTING FROM BUYER'S OR U.S. GOVERNMENT'S  
AUDIT REVIEW OF SELLER'S COST AND PRICING DATA AND SUBSEQUENT  
FINAL NEGOTIATION.

ALL OTHER UNIT PRICES CONTAINED WITHIN THE BODY OF THIS PURCHASE  
ORDER ARE ALSO NOT TO EXCEED (NTE) CEILING PRICES SUBJECT TO  
THE SAME AUDIT/NEGOTIATION AND SHALL ALSO BE ADJUSTED AS  
REQUIRED UPON CONTRACT PRICING DEFINITIZATION. SELLER AGREES  
TO SUBMIT SUCH DATA IN FORM AND DETAIL ACCEPTABLE TO BUYER NOT  
LATER THAN THIRTY (30) DAYS FROM THE DATE OF THIS PURCHASE  
ORDER. PENDING FINAL AGREEMENT OF PRICE, THE AMOUNT ALLOCATED  
TO THIS ORDER AND AVAILABLE FOR PAYMENT IS 1

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003  
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EMAIL: SCHNEIDJ@GDLS.COM  
GENERAL DYNAMICS

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UNLESS INCREASED BY BUYER IN WRITING. FINAL PRICE AGREEMENT  
WILL BE SET FORTH IN A PURCHASE ORDER CHANGE HERETO NO LATER  
THAN 180 DAYS FROM DATE HEREOF.

CONVERSION OF NOT TO EXCEED PRICE TO A FIRM FIXED PRICE  
AUTOMATICALLY CANCELS THIS CLAUSE.

SCHEDULE FOR DEFINITIZATION

SUBMISSION OF PRICE PROPOSAL	COMPLETE
AUDIT	6/11/2007
COMMENCE NEGOTIATIONS	7/11/2007
TARGET DATE FOR PRICE DEFINITIZATION	8/11/2007

\*\*\*\*\*  
THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL  
CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS  
AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED  
IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL  
HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,  
EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

{BPL}

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

{VEL}

\*\*\*\*\*

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

\*\*\*\*\*

BUYER:

JULIE M. SCHNEIDER BUYER: B003  
P: 586-825-8756 F: 586-268-7437  
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EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 2 OF

GENERAL DYNAMICS

BLANKET ORDER

DATE: 06/26/2007

ORDER NO: PCL860000

SUPPL. DATE: 06/26/2007

SUPPL. NO: 003

SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:

THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY, RELIABILITY OR SAFETY OF THE END ITEM.

(NCG)

SCHEDULE ADJUSTMENT CLAUSE

GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED.

(SAC)

STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT.

THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7. ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER.

(SPC1)

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE.

(PS2)

ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

\*\*\*\*\*  
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML.

(DTC3)

BUYER:

EXPEDITOR: E003

SUPPLIER NO: 23230

JULIE M. SCHNEIDER BUYER: B003

P: 586-825-8756 F: 586-268-7437

EMAIL: SCHNEIDJ@GDLS.COM

ORDER NO: PCL860000

PAGE 3 OF

BLANKET ORDER

GENERAL DYNAMICS

DATE: 06/26/2007  
SUPPL.DATE: 06/26/2007

ORDER NO: PCL860000  
SUPPL.NO: 003

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\*

TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION

BUYER:

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FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS  
OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION  
BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER  
UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT  
RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE  
TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS  
PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHORIZATION  
FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.  
(ELR)

BYRD AMENDMENT CLAUSE

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE  
AND BELIEF, THAT:

NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID,  
BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR  
INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE  
OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE  
OF CONGRESS, OR AN EMPLOYEE OR A MEMBER OF CONGRESS IN  
CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE  
MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN,  
THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE  
EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION  
OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN  
PAID, OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR  
ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY,  
A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR  
AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS  
FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE  
UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL,  
"DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS  
INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS  
CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL  
SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS,  
AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON  
WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR  
ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-

BUYER:

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EXPEDITOR: E003  
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ORDER NO: PCL860000  
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BLANKET ORDER

DATE: 06/26/2007

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SUPPL.DATE: 06/26/2007

SUPPL.NO: 003

REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION  
IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. (BAC)

\*\*\*\*\*  
WOOD PACKAGING REQUIREMENTS (WPR)  
ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT) MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSO APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS. MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.  
(WPR)

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
GNO01 RK00	
G0006 RN00	
G0006 RP00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT

BUYER:

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ORDER NO: PCL860000  
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BLANKET ORDER

DATE: 06/26/2007  
SUPPL.DATE: 06/26/2007

ORDER NO: PCL860000  
SUPPL.NO: 003

~~Confidential~~ treatment requested

AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

(PP4)

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.	EXT.PRICE
0001	<del>1</del>	.2548774 PERISCOPE ASSEMBLY	<del>1</del>	EA	<del>1</del>

TOTAL BLANKET LIMIT

1. ADDITIONAL PROCUREMENT DATA: NONE
2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008

\*\* QUALITY REQUIREMENTS:

QY11.8 (5/21/98) FIRST PIECE INSPECTION

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB ADDRESS [HTTP://WWW.GDLS.COM](http://www.gdls.com) UNDER THE PROCUREMENT BUTTON.

(WEB)

QG5.2	(04/18/00)	C - O SAMPLING PLAN
QJ21.1	(12/8/97)	INSPECTION DELEGATION
QP93.0	(5/1/90)	PACKING SLIP REQUIREMENT
QP6.0	(1/1/86)	ORDERING DATA SHEETS
QK11.1	(1/19/99)	PHY/TEST DATA-FILL IN
MIL-STD-171		
QY2.9	(09/26/01)	FAT-QCS-4
(205)		
QY3.5	(1/22/94)	C.T. - QCS-4A (TDP)
QL31.0	(12/4/87)	FUNCTIONAL TEST (FILL-IN)
12548769		
QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
QG2A.4	(11/21/96)	(MIL-1-45208 ANSI/ISO 9000)

BUYER:

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GENERAL DYNAMICS

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ORDER NO: PCL860000  
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SUPPL.DATE: 06/26/2007

ORDER NO: PCL860000  
SUPPL.NO: 003

*\*confidential treatment requested*

- QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
(12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00 --	---	-----
G0006	RP00		
G0006	RST3		

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR ~~IS~~ \*TECES STARTING JANUARY 2008.  
-----

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.  
-----

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TQR)

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EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
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\*\*\*  
\*\*\*\*\*  
Verified at: 7:45:49 AM on: 6/26/2007 by Domino Process  
\*\*\*\*\*

*Confidential treatment requested*

PCL860000 SUPPL 003

\*1 QTY

\*2 QTY

\*3 QTY

\*4 AMOUNT ALLOCATED TO THIS ORDER

\*5 QTYS

\*6 QTY

\*7 PRICE

\*8 EXT. PRICE

\*9 TOTAL BLANKET LIMIT

\*10 QTY

ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/17/2007  
SUPPL.DATE: 04/17/2007

ORDER NO: PCL860000  
SUPPL.NO: 002

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

INVOICE TO: GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

\*\*\*\*\*  
PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY  
\*\*\*\*\*

QUANTITY 1 CS  
\*\*\*\*\*

SUPPLEMENT 002 ISSUED 04/17/07 TO INCREASE ORDER BY PCS AT CURRENT  
UNIT PRICE. REF SBO128225. THIS PRICE IS PART OF THE NTE ORDER AND IS  
SUBJECT TO DOWNWARD PRICE ADJUSTMENT BASED ON AUDIT AND NEGOTIATIONS.  
\*\*\*\*\*

SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE  
BELOW. PLEASE NOTE.  
\*\*\*\*\*

PRICES STATED HEREIN ARE CEILING PRICES SUBJECT TO DOWNWARD  
ONLY ADJUSTMENT RESULTING FROM BUYER'S OR U.S. GOVERNMENT'S  
AUDIT REVIEW OF SELLER'S COST AND PRICING DATA AND SUBSEQUENT  
FINAL NEGOTIATION.

ALL OTHER UNIT PRICES CONTAINED WITHIN THE BODY OF THIS PURCHASE  
ORDER ARE ALSO NOT TO EXCEED (NTE) CEILING PRICES SUBJECT TO  
THE SAME AUDIT/NEGOTIATION AND SHALL ALSO BE ADJUSTED AS  
REQUIRED UPON CONTRACT PRICING DEFINITIZATION. SELLER AGREES  
TO SUBMIT SUCH DATA IN FORM AND DETAIL ACCEPTABLE TO BUYER NOT  
LATER THAN THIRTY (30) DAYS FROM THE DATE OF THIS PURCHASE  
ORDER. PENDING FINAL AGREEMENT OF PRICE, THE AMOUNT ALLOCATED  
TO THIS ORDER AND AVAILABLE FOR PAYMENT IS  
UNLESS INCREASED BY BUYER IN WRITING. FINAL PRICE AGREEMENT  
WILL BE SET FORTH IN A PURCHASE ORDER CHANGE HERETO NO LATER  
THAN 180 DAYS FROM DATE HEREOF.

BUYER:

EXPEDITOR: E003

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EMAIL: SCHNEIDJ8GDLS.COM  
GENERAL DYNAMICS

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DATE: 04/17/2007  
SUPPL.DATE: 04/17/2007

ORDER NO: PCL860000  
SUPPL.NO: 002

~~CONVERSION OF NOT TO EXCEED PRICE TO A FIRM FIXED PRICE~~  
AUTOMATICALLY CANCELS THIS CLAUSE.

SCHEDULE FOR DEFINITIZATION

SUBMISSION OF PRICE PROPOSAL	COMPLETE
AUDIT	6/11/2007
COMMENCE NEGOTIATIONS	7/11/2007
TARGET DATE FOR PRICE DEFINITIZATION	8/11/2007

\*\*\*\*\*  
THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL  
CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS  
AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED  
IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL  
HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,  
EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

{BPL}

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

{VE1}

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

BUYER:  
JULIE M. SCHNEIDER BUYER:8003  
P:586-825-8756 F:586-268-7437  
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EXPEDITOR: E003  
SUPPLIER NO: 23230  
ORDER NO: PCL860000  
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DATE: 04/17/2007  
SUPPL. DATE: 04/17/2007

ORDER NO: PCL860000  
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THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\*

TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION

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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
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BLANKET ORDER



SUPPL.DATE: 04/17/2007

SUPPL.NO: 002

REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION  
IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. (BAC)

\*\*\*\*\*

WOOD PACKAGING REQUIREMENTS (WPR)

ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT) MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSC APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS. MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.  
(WPR)

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
GN001 RK00	<input checked="" type="checkbox"/>
G0006 RN00	
G0006 RP00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT

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AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

{PP4}

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV	EXT.PRICE
0001		2548774 PERISCOPE ASSEMBLY		EA	

TOTAL BLANKET LIMIT

1. ADDITIONAL PROCUREMENT DATA: NONE
  2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008
- \*\* QUALITY REQUIREMENTS:

QY11.8 (5/21/98) FIRST PIECE INSPECTION

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB ADDRESS [HTTP://WWW.GDLS.COM](http://www.gdls.com) UNDER THE PROCUREMENT BUTTON.

(WEB)

QC5.2	(04/18/00)	C - O SAMPLING PLAN
QJ21.1	(12/8/97)	INSPECTION DELEGATION
QP93.0	(5/1/90)	PACKING SLIP REQUIREMENT
QP6.0	(1/1/86)	ORDERING DATA SHEETS
QK11.1	(1/19/99)	PHY/TEST DATA-FILL IN
MIL-STD-171		
QY2.9	(09/26/01)	FAT-QCS-4
(205)		
QY3.5	(1/22/94)	C.T. - QCS-4A (TDP)
QL31.0	(12/4/87)	FUNCTIONAL TEST (FILL-IN)
12548769		
QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
QG2A.4	(11/21/96)	(MIL-1-45208 ANSI/ISO 9000)

BUYER:

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ORDER NO: PCL860000  
SUPPL.NO: 002

\*confidential treatment requested

- QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
(12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00 --	---	-----
G0006	RP00		
G0006	RST3		

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR IS ~~12~~ PIECES STARTING JANUARY 2008.  
-----

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.  
-----

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TOR)

BUYER:

JULIE M. SCHNEIDER BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 8 OF 8

.....  
Verified at: 11:03:38 AM on: 4/17/2007 by Domino Process  
.....

*\*Confidential treatment requested*

**PCL860000 SUPPL 002**

- \*1 QTY
- \*2 INCREASED QTY
- \*3 AMT ALLOCATED TO THIS ORDER
- \*4 PROGRESS PAYMENT QTYS
- \*5 QTY
- \*6 PRICE
- \*7 EXT. PRICE
- \*8 TOTAL BLANKET LIMIT
- \*9 QTY

ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/11/2007  
SUPPL. DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL. NO: 001

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815  
GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO:  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY

QUANTITY 3

SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE  
BELOW. PLEASE NOTE.

PRICES STATED HEREIN ARE CEILING PRICES SUBJECT TO DOWNWARD  
ONLY ADJUSTMENT RESULTING FROM BUYER'S OR U.S. GOVERNMENT'S  
AUDIT REVIEW OF SELLER'S COST AND PRICING DATA AND SUBSEQUENT  
FINAL NEGOTIATION.

ALL OTHER UNIT PRICES CONTAINED WITHIN THE BODY OF THIS PURCHASE  
ORDER ARE ALSO NOT TO EXCEED (NTE) CEILING PRICES SUBJECT TO  
THE SAME AUDIT/NEGOTIATION AND SHALL ALSO BE ADJUSTED AS  
REQUIRED UPON CONTRACT PRICING DEFINITIZATION. SELLER AGREES  
TO SUBMIT SUCH DATA IN FORM AND DETAIL ACCEPTABLE TO BUYER NOT  
LATER THAN THIRTY (30) DAYS FROM THE DATE OF THIS PURCHASE  
ORDER. PENDING FINAL AGREEMENT OF PRICE, THE AMOUNT ALLOCATED  
TO THIS ORDER AND AVAILABLE FOR PAYMENT  
UNLESS INCREASED BY BUYER IN WRITING. FINAL PRICE AGREEMENT  
WILL BE SET FORTH IN A PURCHASE ORDER CHANGE HERETO NO LATER  
THAN 180 DAYS FROM DATE HEREOF.

CONVERSION OF NOT TO EXCEED PRICE TO A FIRM FIXED PRICE  
AUTOMATICALLY CANCELS THIS CLAUSE.

SCHEDULE FOR DEFINITIZATION

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003  
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860000

*Confidential treatment requested*

EMAIL: SCHNEIDJ@GDLS.COM  
GENERAL DYNAMICS

PAGE 1 OF  
BLANKET ORDER

DATE: 04/11/2007  
SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL.NO: 001

-----  
SUBMISSION OF PRICE PROPOSAL            COMPLETE  
AUDIT                                        6/11/2007  
COMMENCE NEGOTIATIONS                 7/11/2007  
TARGET DATE FOR PRICE DEFINITIZATION   8/11/2007  
\*\*\*\*\*

THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL  
CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS  
AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED  
IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL  
HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,  
EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

(BPL)

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

(VE1)

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

BUYER:

JULIE M. SCHNEIDER BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 2 OF



GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/11/2007  
SUPPL. DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL. NO: 001

SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:  
THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY, RELIABILITY OR SAFETY OF THE END ITEM.

(NCG)

SCHEDULE ADJUSTMENT CLAUSE

GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED.

(SAC)

STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT. THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7. ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER.

(SPC1)

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE.

(PS2)

ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

\*\*\*\*\*  
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML.

(DTC3)

BUYER:

JULIE M. SCHNEIDER BUYER:8003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 3 OF  
BLANKET ORDER

DATE: 04/11/2007  
SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL.NO: 001

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\*

TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION

BUYER:

JULIE M. SCHNEIDER BUYER:8003  
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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 4 OF  
BLANKET ORDER

DATE: 04/11/2007  
SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL.NO: 001

FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS  
OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION  
BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER  
UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT  
RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE  
TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS  
PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHORIZ-  
IZATION FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.  
(ELR)

BYRD AMENDMENT CLAUSE

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE  
AND BELIEF, THAT:

NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID,  
BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR  
INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE  
OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE  
OF CONGRESS, OR AN EMPLOYEE OR A MEMBER OF CONGRESS IN  
CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE  
MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN,  
THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE  
EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION  
OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN  
PAID, OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR  
ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY,  
A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR  
AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS  
FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE  
UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL,  
"DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS  
INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS  
CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL  
SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS,  
AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON  
WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR  
ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-

BUYER:

JULIE M. SCHNEIDER BUYER:8003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 5 OF  
BLANKET ORDER

DATE: 04/11/2007

ORDER NO: PCL860000

SUPPL.DATE: 04/11/2007

SUPPL.NO: 001

REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION  
IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE.

(BAC)

\*\*\*\*\*  
WOOD PACKAGING REQUIREMENTS (WPR)

ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT) MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSC APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS. MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.  
(WPR)

PROGRESS PAYMENTS IN ACCORDANCE WITH DEAR 232.501-1 ARE  
AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
-----	-----
GN001 RK00	1
G0006 RN00	
G0006 RP00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL  
SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER  
OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY  
MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE  
ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT

BUYER:

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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 6 OF  
BLANKET ORDER

DATE: 04/11/2007  
SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL.NO: 001

\*Confidential treatment requested

AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

(PP4)

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV	EXT.PRICE
0001	*	2548774 PERISCOPE ASSEMBLY	*	EA	*

TOTAL BLANKET LIMIT

1. ADDITIONAL PROCUREMENT DATA: NONE
  2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008
- \*\* QUALITY REQUIREMENTS:

QY11.8 (5/21/98) FIRST PIECE INSPECTION

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB ADDRESS [HTTP://WWW.GDLS.COM](http://www.gdls.com) UNDER THE PROCUREMENT BUTTON.

(WEB)

QG5.2	(04/18/00)	C = O SAMPLING PLAN
QJ21.1	(12/8/97)	INSPECTION DELEGATION
QP93.0	(5/1/90)	PACKING SLIP REQUIREMENT
QP6.0	(1/1/86)	ORDERING DATA SHEETS
QK11.1	(1/19/99)	PHY/TEST DATA-FILL IN
MIL-STD-171		
QY2.9	(09/26/01)	FAT-QCS-4
(205)		
QY3.5	(1/22/94)	C.T. - QCS-4A (TDP)
QL31.0	(12/4/87)	FUNCTIONAL TEST (FILL-IN)
12548769		
QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
QG2A.4	(11/21/96)	(MIL-1-45208 ANSI/ISO 9000)

BUYER:

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GENERAL DYNAMICS

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 7 OF  
BLANKET ORDER

DATE: 04/11/2007  
SUPPL. DATE: 04/11/2007

ORDER NO: PCL860000  
SUPPL. NO: 001

*\*confidential treatment requested*

QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
(12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00	---	-----
G0006	RP00		
G0006	RST3		

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR IS ~~IS~~ PIECES STARTING JANUARY 2008.  
-----

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.  
-----

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TQR)

BUYER:

JULIE M. SCHNEIDER BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 8 OF 8

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Verified at: 3:22:16 PM on: 4/11/2007 by Domino Process

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*Confidential treatment requested*

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR IS ~~80~~ IECES STARTING JANUARY 2008.  
-----

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.  
-----

RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TOR)

BUYER:

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EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 8 OF 8

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Verified at: 9:43:20 AM on: 4/2/2007 by Domino Process  
\*\*\*\*\*

*Confidential treatment requested*

**PCL860000 SUPPL 001**

- \*1 QTY
- \*2 TOTAL AMT OF ORDER
- \*3 PROGRESS PAYMENT QTYS
- \*4 QTY
- \*5 PRICE
- \*6 EXT. PRICE
- \*7 TOTAL BLANKET LIMIT
- \*8 QTY
- \*9 QTY



ORIGINATOR: JULIE M SCHNEIDER  
MESSAGE: B003 PCL860000

NUMBER: 9726800650

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/02/2007

ORDER NO: PCL860000

TO: OPTEX SYSTEMS INC  
1420 PRESIDENTIAL DRIVE  
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION  
LIMA FACILITY  
1161 BUCKEYE RD  
LIMA OH 45804-1815

*CASE  
ORDER*

SUPPLIER NO: 23230 CATEGORY: S N  
SHIP VIA: TRUCK CRC2A  
F.O.B.: RICHARDSON TX  
TERMS: NET 30 DAYS

INVOICE TO: GENERAL DYNAMICS  
LAND SYSTEMS DIVISION  
ACCOUNTING DEPARTMENT  
1161 BUCKEYE ROAD  
LIMA OH 45804-1815

EFFECTIVE DATE: 04/02/2007

EXPIRATION DATE: 12/30/2008

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

\*\*\*\*\*  
PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY  
\*\*\*\*\*

QUANTITY \* PCS  
\*\*\*\*\*

PRICES STATED HEREIN ARE CEILING PRICES SUBJECT TO DOWNWARD  
ONLY ADJUSTMENT RESULTING FROM BUYER'S OR U.S. GOVERNMENT'S  
AUDIT REVIEW OF SELLER'S COST AND PRICING DATA AND SUBSEQUENT  
FINAL NEGOTIATION.

ALL OTHER UNIT PRICES CONTAINED WITHIN THE BODY OF THIS PURCHASE  
ORDER ARE ALSO NOT TO EXCEED (NTE) CEILING PRICES SUBJECT TO  
THE SAME AUDIT/NEGOTIATION AND SHALL ALSO BE ADJUSTED AS  
REQUIRED UPON CONTRACT PRICING DEFINITIZATION. SELLER AGREES  
TO SUBMIT SUCH DATA IN FORM AND DETAIL ACCEPTABLE TO BUYER NOT  
LATER THAN THIRTY (30) DAYS FROM THE DATE OF THIS PURCHASE  
ORDER. PENDING FINAL AGREEMENT OF PRICE, THE AMOUNT ALLOCATED  
TO THIS ORDER AND AVAILABLE FOR PAYMENT IS  
UNLESS INCREASED BY BUYER IN WRITING. FINAL PRICE AGREEMENT  
WILL BE SET FORTH IN A PURCHASE ORDER CHANGE HERETO NO LATER  
THAN 180 DAYS FROM DATE HEREOF.

CONVERSION OF NOT TO EXCEED PRICE TO A FIRM FIXED PRICE  
AUTOMATICALLY CANCELS THIS CLAUSE.

SCHEDULE FOR DEFINITIZATION

-----  
SUBMISSION OF PRICE PROPOSAL COMPLETE  
AUDIT 5/11/2007  
COMMENCE NEGOTIATIONS 6/11/2007

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003  
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860000

*\* \* \**  
**\*Confidential Treatment Requested\***

EMAIL: SCHNEIDJ@GDL.S.COM

GENERAL DYNAMICS

PAGE 1 OF  
BLANKET ORDER

DATE: 04/02/2007

ORDER NO: PCL860000

TARGET DATE FOR PRICE DEFINITIZATION 7/11/2007

\*\*\*\*\*  
THIS ORDER HAS BEEN RELEASED AS A BLANKET PURCHASE ORDER.  
THE SUPPLIER WILL RECEIVE SUBSEQUENT RELEASES THAT WILL  
CONFIRM THE SHIPPING SCHEDULE FOR THIS ORDER. ALL SHIPMENTS  
AGAINST THESE RELEASES MUST MEET THE REQUIREMENTS SPECIFIED  
IN THE BLANKET PURCHASE ORDER. SUBSEQUENT RELEASES WILL  
HAVE THE SAME ORDER NUMBER AS THE BLANKET PURCHASE ORDER,  
EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH  
RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES;  
PBA020001, PBA020002, ETC.).

{BPL}

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1  
(INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS  
PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE  
GOVERNMENT TO BUYER.

{VE1}

\*\*\*\*\*  
PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES  
OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS  
ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO  
FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS  
SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE  
RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS  
ORDER.

{POTEXT}

\*\*\*\*\*  
SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING  
LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER  
BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER  
ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN  
APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:  
THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO  
MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH  
ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY  
SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY,  
RELIABILITY OR SAFETY OF THE END ITEM.

{NCG}

BUYER:

JULIE M. SCHNEIDER BUYER:B003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GDL.S.COM

EXPEDITOR: E003  
SUPPLIER NO: 23230

ORDER NO: PCL860000  
PAGE 2 OF

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/02/2007

ORDER NO: PCL860000

SCHEDULE ADJUSTMENT CLAUSE

GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED.

(SAC)

STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT. THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7. ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER.

(SPC1)

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE.

(PS2)

ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

\*\*\*\*\* THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML. (DTC3)

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENGINEERING CHANGE OR ANY ACTION AFFECTING HARDWARE CONFIGURATION AND/OR TECHNICAL DATA PACKAGE (TDP) REQUIREMENTS. ALL PRICES THAT SHALL APPLY WILL BE THOSE REFLECTING THE MOST RECENT HARDWARE CONFIGURATION OR TDP REQUIREMENTS.

\*\*\*\*\* TECHNICAL DATA FURNISHED BY BUYER TO SELLER, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, IS

BUYER:

EXPEDITOR: E003  
SUPPLIER NO: 23230

JULIE M. SCHNEIDER BUYER:B003  
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GOVERNED BY THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 124.13. IF TECHNICAL DATA IS TO BE EXPORTED, A STATE DEPARTMENT EXPORT LICENSE WILL BE REQUESTED BY THE BUYER/GDLS CONTRACTS DEPARTMENT. WHEN THIS IS RECEIVED, THE APPROPRIATE LICENSE WILL BE LODGED WITH THE CUSTOMS DEPARTMENT AND THE LICENSE # WILL BE FURNISHED TO YOU FOR INCLUSION ON THE PAPERWORK IN ORDER TO ALLOW FOR TRANSFERENCE OF TECHNICAL DATA OUTSIDE OF THE USA.

SELLER HEREBY AGREES TO:

1. LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
2. PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
3. PROHIBIT THE ACQUISITION OF ANY RIGHTS IN THE TECHNICAL DATA BY ANY FOREIGN PERSON; AND
4. ASSURE THAT ANY SUBCONTRACTS ISSUED BY SELLER TO SUB CONTRACTORS WITHIN SELLER'S COUNTRY, IN ORDER TO FACILITATE SELLER'S EXECUTION OF THIS PURCHASE ORDER, INCLUDE ALL SIX (6) LIMITATIONS CONTAINED IN THIS CLAUSE; AND
5. DESTROY OR RETURN TO BUYER ALL OF THE TECHNICAL DATA EXPORTED BY BUYER PURSUANT TO EXECUTION OF THE PURCHASE ORDER AND UPON FULFILLMENT OF ITS TERMS; AND
6. ASSURE DELIVERY OF THE DEFENSE ARTICLES MANUFACTURED BY SELLER UNDER THE TERMS OF THIS PURCHASE ORDER ONLY TO BUYER IN THE U.S. OR TO AN AGENCY OF THE U.S. GOVERNMENT.

X

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHORIZATION FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.  
{ELR}

BYRD AMENDMENT CLAUSE

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID,

BUYER:

JULIE M. SCHNEIDER BUYER:8003  
P:586-825-8756 F:586-268-7437  
EMAIL: SCHNEIDJ@GOLS.COM

GENERAL DYNAMICS

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BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OR A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE.

(BAC)

\*\*\*\*\*

WOOD PACKAGING REQUIREMENTS (WPR)

ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT) MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES

BUYER:

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C (CORE TEMPERATURE) FOR 30 MINUTES AND MARKED WITH THE APPROPRIATE QUALITY MARK. THE MATERIAL MAY ALSO BE FUMIGATED (MB) WITH METHYL BROMIDE. THE ALSC APPROVED MARKINGS FOR BOXES AND CRATES SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING BETWEEN THE END CLEATS OR END BATTENS IN AT LEAST ONE INCH HIGH LETTERS. MARKS MAY BE PLACED ABOVE REQUIRED MIL-STD-129 MARKINGS. INTERNAL BLOCKING AND BRACING MUST COMPLY ALSO AND BE MARKED IF AT ALL POSSIBLE. FOR PRODUCT IMPORTED BY A DOMESTIC SUPPLIER FROM AN INTERNATIONAL SOURCE, IT IS THE SOLE RESPONSIBILITY OF THE DOMESTIC SOURCE TO INSURE THAT THIS STANDARD (ISPM 15) IS MET.

(WPR)

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
GN001 RK00	<del>1</del>
G0006 RN00	
G0006 RP00	
G0006 RST3	

WITHIN 30 DAYS AFTER RECEIPT OF THIS ORDER, SELLER SHALL SUBMIT IN WRITING, A BILLING FORECAST SCHEDULE TO THE BUYER OF THE ESTIMATED PROGRESS BILLINGS FOR EACH CONTRACT, BY MONTH, FOR THE DURATION OF THE ORDER. ANY REVISIONS TO THE ORIGINAL SCHEDULE MUST HAVE THE APPROVAL OF GDLS PROCUREMENT AND MATERIAL FINANCE. FAILURE TO SUBMIT SCHEDULES PROMPTLY OR SUBSTANTIAL DEVIATIONS TO THE SCHEDULE, FOR ALL CONTRACTS AND QUANTITIES LISTED ABOVE WILL DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SPI1443 FOR EACH CONTRACT.

(PP4)

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.	EXT.PRICE
0001	<del>1</del>	12548774 PERISCOPE ASSEMBLY	<del>1</del>	EA	<del>1</del>

TOTAL BLANKET LIMIT ~~1~~

1. ADDITIONAL PROCUREMENT DATA: NONE
  2. DRWG REV G, DATED 07/26/04  
WITH OD1993-C021, OD1995-L008
- \*\* QUALITY REQUIREMENTS:

BUYER:

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GENERAL DYNAMICS

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DATE: 04/02/2007

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*\*Confidential treatment requested\**

QY11.8 (5/21/98) FIRST PIECE INSPECTION

THE DETAIL LANGUAGE FOR THE QUALITY REQUIREMENTS CAN BE FOUND  
IN THE GENERAL DYNAMICS WEBSITE ON THE WORLD WIDE WEB  
ADDRESS HTTP://WWW.GDLS.COM UNDER THE PROCUREMENT BUTTON.

(WEB)

QG5.2 (04/18/00) C = O SAMPLING PLAN  
QJ21.1 (12/8/97) INSPECTION DELEGATION  
QP93.0 (5/1/90) PACKING SLIP REQUIREMENT  
QP6.0 (1/1/86) ORDERING DATA SHEETS  
QK11.1 (1/19/99) PHY/TEST DATA-FILL IN  
MIL-STD-171  
QY2.9 (09/26/01) FAT-QCS-4  
(205)  
QY3.5 (1/22/94) C.T. - QCS-4A (TDF)  
QL31.0 (12/4/87) FUNCTIONAL TEST (FILL-IN)  
12548769  
QJ8.1 (1/18/88) GOVERNMENT SELECTIVE EVALUATION  
QG2A.4 (11/21/96) (MIL-1-45208 ANSI/ISO 9000)  
QK9.1 (1/19/99) QAP-CERT (FILL-IN)  
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS  
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.  
(12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00	--	-----
G0006	RP00		
G0006	RST3		

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THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED  
PER YEAR IS 1927 PIECES STARTING JANUARY 2008.

-----  
THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE  
IN QUANTITY.

-----  
RELEASES WILL BE GENERATED AND MAILED APPROXIMATELY 4 WEEKS  
PRIOR TO "DUE ON DOCK" DATES. THESE DATES MAY SHOW SOME  
VARIATION DUE TO SCRAP RATE, RETURNS, MANUFACTURING SCHEDULE  
CHANGES ETC.

SUPPLIERS MUST BE PREPARED TO SUPPORT GDLS DELIVERY REQUIRE-  
MENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TQR)

BUYER:

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...

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Verified at: 9:43:20 AM on: 4/2/2007 by Domino Process

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*



**PCL860000 BASE**

- \*1 QTY
- \*2 PROGRESS PAYMENT QTYS
- \*3 QTY
- \*4 UNIT PRICE
- \*5 EX. PRICE
- \*6 TOTAL BLANKET LIMIT

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 5	
1. CONTRACT PURCH ORDER/AGREEMENT NO. WS2H09-09-D-0128		2. DELIVERY ORDER/CALL NO. 0601		3. DATE OF ORDER/CALL (YYYYMMDD) 2009MAR24		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOAS
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-GLK-A KEVIN GILMORE (309)782-3558 ROCK ISLAND IL 61299-7630  WEAPON SYSTEM: IPV EMB /CPV XM3 EMAIL: KEVIN.GILMORE@US.ARMY.MIL		CODE WS2H09	7. ADMINISTERED BY (if other than 4) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843  SCD: R PAS: NCHE ADF FT: HQ0339		CODE S4402A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR  NAME AND ADDRESS OPTIK SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439  TYPR BUSINESS: Other Small Business Performing in U.S.		CODE 02854	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
14. SHIP TO SEE SCHEDULE		CODE	15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS CO-WEST ENTITLEMENT OPERATIONS P.O. BOX 192381 COLUMBUS, OH 43218-2381 PHONE: 1-800-756-4571		CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
14. 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	<input type="checkbox"/> Oral <input type="checkbox"/> Written	Payment will be made by Electronic Funds Transfer Reference year _____, Date _____ 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)	
<input type="checkbox"/> 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: Supply Contracts and Priced Orders						
* 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/ 2009MAR24 BRIAN.W.SCHMIDT@US.ARMY.MIL (309)782-0988 BY: CONTRACTING/ORDERING OFFICER		25. TOTAL	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL 31. PAYMENT	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
34. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		35. BILL OF LADING NO.			
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.		

\*Confidential Treatment Requested

PREVIOUS EDITION IS OBSOLETE.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIN/SIN W52H09-09-D-0128/0001

MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

## SUPPLEMENTAL INFORMATION

1. THIS DELIVERY ORDER IS ISSUED TO OPTEX SYSTEM INC THIS WILL SATISFY THE MINIMUM GUARANTEED QUANTITY UNDER CONTRACT W52H09-09-D-0128 FOR THE FOLLOWING BELOW ITEM:

CLIN	NOUN	NSN	P/N	OYT
0002AA	PERISCOPE, ARMORED	1240-01-319-8995	12357792	<i>[initials]</i>

2. DELIVERY IS FOB DESTINATION. DELIVERY SCHEDULE IS SET FORTH IN SECTION B. EARLY DELIVERIES ARE AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.

3. THERE IS NO FIRST ARTICLE TEST REQUIREMENT FOR THIS AWARD.

4. THE UNIT PRICE IS *[initials]*

5. TOTAL AMOUNT FOR THIS AWARD IS *[initials]*

\*\*\* END OF NARRATIVE A0001 \*\*\*

*[initials]***\*Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PHN/SHN W52H09-09-D-0128/0001 MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																		
	SUPPLIES OR SERVICES AND PRICES/COSTS																																																																						
0002	NSN: 1240-01-319-8995 PSOM: 19200 PART NR: 12357792 SECURITY CLASS: Unclassified																																																																						
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PERISCOPE, ARMORED V                      PRON: M191A478M1 FROM AMD: 01 ACRN: AA                      AMS CD: 070011MONTUR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries of Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</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>W52H09026R951</td> <td>W1SG1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>REL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td></td> <td><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>14-AUG-2009</td> <td></td> </tr> <tr> <td>002</td> <td></td> <td></td> <td></td> <td>14-SEP-2009</td> <td></td> </tr> </table> <p>POB POINT: Destination</p> <p>SHIP TO:                      (W2501U) SU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      2001 NORMANDY DRIVE DOOR 113 TO 134                      NEW CUMBERLAND, PA, 17070-5092</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-09-D-0128/0001</p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</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>W52H09026R952</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>REL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td></td> <td><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>06-OCT-2009</td> <td></td> </tr> </table> <p>POB POINT: Destination</p> <p>SHIP TO:                      (W62G2T) XR WING DEY DIST DEPOT SAN JOAQUIN                      TRANSPORTATION OFFICER                      PO BOX 969001                      TRACY CA 95304-5000</p> <p><u>VERY ORDER NUMBER</u></p>	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	W52H09026R951	W1SG1U	J		1	<u>REL REL CD</u>	<u>QUANTITY</u>			<u>DEL DATE</u>		001				14-AUG-2009		002				14-SEP-2009		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	W52H09026R952	W62G2T	J		1	<u>REL REL CD</u>	<u>QUANTITY</u>			<u>DEL DATE</u>		001				06-OCT-2009		✖	EA	✖	✖
DOC		SUPPL																																																																					
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\*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIN/SIN W52H09-09-D-0128/0001 MOD/AMD

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-09-D-0128/0001				

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIN W52H09-09-D-0128/0001 MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

CONTRACT ADMINISTRATION DATA

LINE	FROM/	AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED		
ITEM	MIFB	ACRN	STAT	ORDER	STATION	AMOUNT		
				NUMBER				
0002AA	M191A476M1	AA	2	97	X4930AC6G 4D	26PB 811116	WS2K09 0	
	070011MNTUR							
					TOTAL	\$		
SERVICE								
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING	OBLIGATED			
Army	AA	97 X4930AC6G 4D	26PB 811116	STATION	AMOUNT			
				WS2K09	\$			
				TOTAL	\$			
ACRN	SBI ACCOUNTING CLASSIFICATION							
AA	97	0X0X4930AC6G	811116	96D0000070011MNTUR26PB	811116			



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W52H0909D01028

- \*1 Total cost
- \*2 Qty
- \*3 Unit price
- \*4 Total Amount for award
- \*5 0002AA Qty
- \*6 0002AA Unit price
- \*7 0002AA Total amount
- \*8 Delivery 001 Qty
- \*9 Delivery 002 Qty
- \*10 Delivery 001 Qty
- \*11 Obligated Amount
- \*12 Obligated Total Amount
- \*13 Obligated Amount
- \*14 Obligated Total amount

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. Contract ID Code                      Page 1 Of 6  
Firm-Fixed-Price

2. Amendment/Modification No. <u>03</u>	3. Effective Date <u>                    </u>	4. Requisition/Purchase Req No. <u>SEE SCHEDULE</u>	5. Project No. (If applicable) <u>                    </u>
--	--	--	---

6. Issued By TACOM-ROCK ISLAND OCTA-AR-FA MATTHEW KOPEL (309)782-7888 ROCK ISLAND IL 61299-7630  EMAIL: MATTHEW.KOPEL@US.ARMY.MIL	Code <u>WS2H09</u>	7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code <u>84402A</u>
---	-----------------------	--	-----------------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439  TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/> 9A. Amendment Of Solicitation No. <u>                    </u> <input type="checkbox"/> 9B. Dated (See Item 11) <u>                    </u> <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. <u>WS2H09-05-D-0260/0003</u> <input type="checkbox"/> 10B. Dated (See Item 13) <u>2007JUN15</u>
--	--

**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 amendments; (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)  
ACRN: AC NET INCREASE: 08,536.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: <u>43.103(a)(1)</u>	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return                      copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

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) <u>                    </u>		16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIN JOYCE.KLEIN@US.ARMY.MIL (309)782-5051	
15B. Contractor/Officer <u>                    </u> (Signature of person authorized to sign)	15C. Date Signed <u>                    </u>	16B. United States Of America By <u>                    </u> (Signature of Contracting Officer)	16C. Date Signed <u>                    </u>



**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 6

PIN/SIN W52K09-05-D-0260/0003

MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

## SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 03 to W52K09-05-D-0260 to DO 0003 is to:

1. Increase the unit price for CLINS 0001AB and 0001AC from ~~\_\_\_\_\_~~ for a new unit price of ~~\_\_\_\_\_~~

2. For Administrative purposes, this increase will be represented on CLIN 1001AB.


3. Therefore, for each Panoramic Telescope shipped against CLIN 0001AB, the contractor shall bill against CLIN 0001AB and  
for a total unit price of ~~\_\_\_\_\_~~ and for CLIN 0001AC, the contractor shall bill against CLIN 0001AC and  
for a total unit price of ~~\_\_\_\_\_~~

4. To date, the total quantity left for delivery for CLIN's 0001AB and 0001AC is ~~\_\_\_\_\_~~ each, Panoramic Telescope, NSN: 1240-01-483-6103, PN: 12984713.

5. Revised the delivery schedule, see section B.

All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0004 \*\*\*

  
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN WS2R09-05-D-0260/0003 MOD/AMD 03

Page 3 of 6

Name of Offeror or Contractor: OPTEK SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																								
0001	NSN: 1240-01-483-6103 FSCN: 19200 PART NR: 12964713 SECURITY CLASS: Unclassified																																								
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE, PANORAMIC                      PRON: M171R213M1 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  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>WS2R097151H975</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>31-MAR-2010</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W31G1Z) XR W0L7 ANNISTON MUNITIONS CTR                      TRANS OFFICER 256 235 6837 CL V                      7 FRANKFORD AVE BLDG #380                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      WS2R09-05-D-0260/0003</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>WS2R097151H976</td> <td></td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td></td> <td>30-APR-2010</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W62G2T) XR W19G DEP DIST DEPOT SAN JOAQUIN                      25630 S CHRISMAN ROAD                      REC WHSE 16B PH 209 839 4307                      TRACY, CA, 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      I-D-0260/0003</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	WS2R097151H975	W31G1Z	J		1	DEL REL CD	QUANTITY	DEL DATE	001		31-MAR-2010	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	WS2R097151H976		J		1	DEL REL CD	QUANTITY	DEL DATE	001		30-APR-2010	*	EA	*	*
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DEL REL CD	QUANTITY	DEL DATE																																							
001		31-MAR-2010																																							
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
002	WS2R097151H976		J		1																																				
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Reference No. of Document Being Continued  
 PIIN/SHN WS2N09-05-D-0260/0003 MOD/AMD 03

Page 4 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M119 BOWTIZER M137            PRON: 208150221A PRON AMD: 01 ACRN: AB            AMS CD: 32101346022</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></p> <table border="1"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> </tr> <tr> <td>001</td> <td>W18W982073345</td> <td>Y00003</td> <td>N</td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> </tr> <tr> <td>001</td> <td></td> <td>30-APR-2010</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td></td> <td>28-MAY-2010</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td></td> <td>27-ADG-2010</td> <td></td> <td></td> </tr> <tr> <td>004</td> <td></td> <td>30-SEP-2010</td> <td></td> <td></td> </tr> <tr> <td>005</td> <td></td> <td>29-OCT-2010</td> <td></td> <td></td> </tr> <tr> <td>006</td> <td></td> <td>30-NOV-2010</td> <td></td> <td></td> </tr> <tr> <td>007</td> <td></td> <td>31-DEC-2010</td> <td></td> <td></td> </tr> <tr> <td>008</td> <td></td> <td>30-JAN-2011</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:            (Y00000) <u>CONTRACT/DELIVERY ORDER NUMBER</u>            WS2N09-05-D-0260/0003</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	001	W18W982073345	Y00003	N	3	DEL REL CD	QUANTITY	DEL DATE			001		30-APR-2010			002		28-MAY-2010			003		27-ADG-2010			004		30-SEP-2010			005		29-OCT-2010			006		30-NOV-2010			007		31-DEC-2010			008		30-JAN-2011			*	EA	*	\$ *
DOC	SUPPL																																																																
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR																																																													
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005		29-OCT-2010																																																															
006		30-NOV-2010																																																															
007		31-DEC-2010																																																															
008		30-JAN-2011																																																															
1001	SECURITY CLASS: Unclassified																																																																
1001AB	<p><u>UNIT PRICE INCREASE</u></p> <p>NOUN: PACKAGING FOR PARTS            PRON: W18AW15M1 PRON AMD: 01 ACRN: AC            AMS CD: 53459562147</p> <p>Items shipped on CLIN 0001AB or 0001AC shall            also bill against this CLIN 1002AA for            each up to</p>				\$ _____																																																												

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Reference No. of Document Being Continued  
 PIIN/SIN W62H09-05-D-0260/0003 MOD/AMD 03

Page 5 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPERATE DELIVERY REQUIRED.</p> <p>(End of narrative 8001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: center;">\$ *</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2011				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2011												



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Reference No. of Document Being Continued

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PHN/SIN W52H09-05-D-0260/0003 MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	CHLG STAT/ JOB ORD NO.	PRICE AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1001AB	W19ABW35M1 53459562147	AC	2 974W35	\$	\$	\$
				NET CHANGE	\$	\$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 9203500009406002P53459525PB 811116	W52H09	\$
			NET CHANGE	\$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	
AC	21 091120350000 811116 9606D025345356214725PB	974W35811116 W52H09

 \*Confidential Treatment Requested

**W52H0905D0260/0003**

- \*1 UNIT PRICE
- \*2 UNIT PRICE
- \*3 PRICE
- \*4 PRICE
- \*5 TOTAL UNIT PRICE
- \*6 PRICE
- \*7 PRICE
- \*8 TOTAL UNIT PRICE
- \*9 QTY
- \*10 QTY
- \*11 UNIT PRICE
- \*12 AMOUNT
- \*13 QTY
- \*14 QTY
- \*15 QTY
- \*16 UNIT PRICE
- \*17 AMOUNT
- \*18 DELIVERY QTY
- \*19 QTY
- \*20 QTY
- \*21 DELIVERY QTY
- \*22 PRIOR AMOUNT
- \*23 INCREASE/DECREASE AMOUNT
- \*24 CUMULATIVE OBLIG AMT
- \*25 NET CHANGE
- \*26 INCREASE/DECREASE AMOUNT
- \*27 NET CHANGE
- \*28 PRIOR AMOUNT OF AWARD

\*29 INCREASE/DECREASE AMOUNT

\*30 CUMULARTIVE OBLIG AMT



**ROTENBERG & CO. LLP**  
*Certified Public Accountants*

585.295.2400 ♦ 585.295.2150 (fax)

1870 Winton Road South ♦ Rochester, NY 14618 ♦ [www.rotenbergllp.com](http://www.rotenbergllp.com)

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Optex Systems Holdings, Inc.  
1420 Presidential Drive  
Richardson, Texas 75081

We consent to the use of our report dated April 3, 2009, in the Registration Statement on Form S-1/A, with respect to the balance sheets of Optex Systems, Inc. – Texas as of September 28, 2008 and 2007 and the related statements of operations, stockholders' equity, and cash flows for the years then ended.

We also consent to the reference to us under the caption, "Experts", in this Registration Statement.

/s/ Rotenberg & Co., LLP

Rochester, New York  
September 24, 2009

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