

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**AMENDMENT NO. 3 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)

Stanley A. Hirschman
1420 Presidential Drive
Richardson, TX 75081-2439
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(Name, address, including zip code, and telephone number,
including area code, of agent for service)

**Copies to:
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61 Broadway
Suite 2820
New York, NY 10006
Telephone (212) 422-4910**

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

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per unit(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
common stock, par value \$0.001 per share	11,784,177	\$ 0.375	\$ 4,419,066	\$ 246.58

- (1) Estimated for the purpose of determining the registration fee pursuant to Rule 457(c), based on the average of the high and low 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 January __, 2010

PROSPECTUS

OPTEX SYSTEMS HOLDINGS, INC.

11,784,177 Shares of common stock

This prospectus relates to the offer and sale of up 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.

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.

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 January 11, 2010, was \$0.12 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 January __, 2010

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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, along with Optex Systems, Inc. (Delaware), which was a privately held Delaware corporation and has since become Optex Systems Holdings' wholly-owned subsidiary, entered into a reorganization agreement and plan of reorganization, pursuant to which Optex Systems, Inc. (Delaware) was acquired by Optex Systems Holdings in a share exchange transaction. Optex Systems Holdings became the surviving corporation in the reorganization. At the closing, Optex Systems Holdings 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 Systems, Inc. (Delaware) has remained a wholly-owned subsidiary of Optex Systems Holdings, and Optex Systems, Inc. (Delaware)'s shareholders are now shareholders of Optex Systems Holdings.

Immediately prior to the closing under this reorganization agreement and plan of reorganization, as of March 30, 2009, Optex Systems, Inc. (Delaware) accepted subscriptions from accredited investors for a total of \$1,219,750 in gross proceeds and \$874,529 in net proceeds.

Our Business

Optex Systems Holdings 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 following table describes the approximate percentage of revenue represented by the types of systems mentioned in the third and fourth sentences of the above paragraph. The table below reflects approximate product revenues and is a balanced overview of our business based on the percentages.

	% of Revenue
Howitzer Programs	11.0%
Periscope Programs	50.0%
Sighting Systems	20.0%
All Other	19.0%
Total	100.0%

Optex Systems Holdings' 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. Optex Systems Holdings 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. The products that we produce can be used on other vehicles; however, they were originally designed for the Abrams, the Bradley, and the Stryker vehicles. In addition, some of the periscopes that we produce can be used on both the Bradley and the Stryker vehicle. Finally, some customers combine their volumes for new vehicles with those requirements for replacement parts for vehicles coming back from the field. At this time, no vehicle generates more revenues than the Stryker vehicle other than the Abrams and Bradley vehicles.-

Optex Systems, Inc. (Delaware), and its Predecessor, Optex Systems, Inc. (Texas), have been in business since 1987. Optex Systems Holdings 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:	139,444,940 shares as of January 8, 2010.
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 economic 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 our 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.

Future 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. We examine these contracts on a regular basis and accrue for anticipated losses on these contracts, if necessary. As of September 27, 2009, we had approximately \$1.3 million of loss provision accrued for these fixed price contracts.

Approximately 95% of our contracts contain contract termination clauses for convenience. In the event these clauses should be invoked by our customer, future revenues against these contracts could be affected, however these clauses allow for a full recovery of any incurred contract cost plus a reasonable fee up through and as a result of the contract termination. We are currently unaware of any pending terminations on our existing contracts. In some cases, contract awards may be issued that are subject to renegotiation at a date (up to 180 days) subsequent to the initial award date. Generally, these subsequent negotiations have had an immaterial impact (zero to 5%) on the contract price of the affected contracts. Currently, none of our awarded contracts are subject to renegotiation.

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 into our operations, the timing or success of which we cannot currently predict, our results of operations and ultimate success will be vulnerable to challenges associated with recruiting additional key personnel and difficulties associated with the loss of any key personnel in the future.

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 of September 28, 2008, based on the fair market values established in connection with the acquisition by Optex Systems, Inc. (Delaware) of the assets of Optex Systems, Inc. (Texas) as of October 14, 2008, and as a result, determined that the current carrying value of goodwill had been impaired by \$1.6 million. Goodwill was reviewed for impairment as of September 27, 2009 and based on the review, there have been no material changes to our assumptions or estimates that would suggest any further impairment is currently warranted. 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.

Optex Systems Holdings 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, Optex Systems Holdings 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.

Each contract has a specific quantity of material which needs to be purchased, assembled, and finally shipped. Prior to bidding a contract, Optex Systems Holdings 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 Optex Systems Holdings would 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. The vast majority of these single-sourced components could be provided by another supplier with minimal interruption in schedule (supply delay of 3 months or less) or increased costs. We do not believe these single sourced materials to pose any significant risk to Optex Systems Holdings as other suppliers are capable of satisfying the purchase requirements in a reasonable time period with minimal increases in cost. Of these single sourced components, we have 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.

We consider only those specialized single source suppliers where a disruption in the supply chain would result in a period of three months or longer for Optex Systems Holdings to identify and qualify a suitable replacement to present a material financial or schedule risk. In the table below we identify only those specialized single source suppliers and the product lines supported by those materials.

Product Line	Supplier	Supply Item	Risk	Purchase Orders
Periscopes	TSP Inc	Window used on all glass & plastic periscopes	Proprietary coatings would take in excess of 6 months to identify and qualify an alternative source	Current Firm Fixed Price & Quantity Purchase orders are in place with the supplier to meet all contractual requirements. Supplier is on schedule.
Periscopes	Spartec Polycast	Acrylic raw material used on plastic periscope assemblies	This material has quality characteristics which would take in excess of 6 months to identify and qualify an alternative source.	Current Firm Fixed Price & Quantity Purchase orders are in place with the supplier to meet all contractual requirements. Supplier is on schedule.
Howitzers	Danaher Controls	Counter Assembly for M137 & M187 Howitzer programs	Critical assembly would take in excess of 6 months to identify and qualify an alternative source. Currently, the only US Government approved supplier.	Current Firm Fixed Price & Quantity Purchase orders are in place with the supplier to meet all contractual requirements. Supplier is on schedule.
Other	SWS Trimac	Subcontracted Electron Beam Welding	Subcontracted welder that is the only qualified supplier for General Dynamics Land Systems muzzle reference system collimator assemblies. This operation would take in excess of 6 months to identify and qualify an alternative supplier.	Current Firm Fixed Price & Quantity Purchase orders are in place with the supplier to meet all contractual requirements. Supplier is on schedule.

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 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 93% of the gross revenue from our business from two customers, with 46% from General Dynamics Land System Division and 47% from Tank-automotive and Armaments Command. Procuring new customers and contracts may partially mitigate this risk. A decision by either General Dynamics Land System Division or Tank-automotive and Armaments Command 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 have approximately 50 discrete contracts with General Dynamics Land System Division and Tank-automotive and Armaments Command. If they choose to terminate these contracts, Optex Systems Holdings is entitled to fully recover all contractual costs and reasonable profits incurred up to or as a result of the terminated contract.

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 based upon our general knowledge (and we have not conducted exhaustive patent searches), we believe that our products do not infringe on the patents or other proprietary rights of third parties; however, 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, and certain other rights of the preferred stock holders present other risks to our existing common stock holders.

As of September 27, 2009, we had 139,444,940 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 represent 21.7% of our outstanding common stock. This would greatly dilute the holdings of our existing common stockholders. In addition, the preferred shareholders vote on a one-to-one basis with our common shareholders on an as converted basis.

Furthermore, in the event of a liquidation, the holders of our Series A preferred stock would receive priority liquidation payments before payments to common shareholders equal to the amount of the stated value of the preferred stock before any distributions would be made to our common shareholders. The total stated value of our preferred stock is \$6,162,000, so the preferred shareholders would need to receive that amount before any distributions could be made to common shareholders. Our assets with liquidation value are exceeded by our liabilities on our balance sheet; therefore, upon a liquidation, there would be no assets remaining for distribution to common shareholders.

Lastly, the preferred shareholders have the right, by majority vote of the shares of preferred stock, to generally approve any issuances by us of equity and/or indebtedness, which is not ordinary course trade indebtedness. Therefore, the preferred shareholders can effectively bar us from entering into a transaction which they feel is not in their best interests even if the transaction would otherwise be in the best interests of Optex Systems Holdings and its common shareholders.

Risks Relating to the Reorganization

A director who is also an executive officer beneficially owns a substantial percentage of Optex Systems Holdings' outstanding common stock, which gives him control over certain major decisions on which Optex Systems Holdings' stockholders may vote, which may discourage an acquisition of Optex Systems Holdings ..

As a result of the reorganization, Sileas, which is owned by Optex Systems Holdings' three officers (one of whom is also one of Optex Systems Holdings' three directors), beneficially owns, in the aggregate, 73.52% of Optex Systems Holdings' outstanding common stock. One director who is also an executive officer, Stanley Hirschman, owns the majority equity interest in Sileas. The interests of Optex Systems Holdings' management may differ from the interests of other stockholders. As Optex Systems Holdings' executive management has the right and ability to control virtually all corporate actions requiring stockholder approval, irrespective of how Optex Systems Holdings' other stockholders may vote, including the following actions:

Confirming or defeating the election of directors;

amending or preventing amendment of Optex Systems Holdings' 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.

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

If Sileas is unable to meet its obligations under the purchase money note to the party from which it purchased its stock holdings in Optex Systems Holdings, there could be a change in control in Optex Systems Holdings.

On February 20, 2009, Sileas purchased 100% of the equity and debt interest held by Longview, representing 90% of Optex Systems, Inc. (Delaware), in a private transaction. The purchase price for the acquisition of Longview's position was \$13,524,405, and the consideration was paid in the form of a promissory note. The obligations of Sileas under the promissory note are secured by a security interest in Optex Systems Holdings' common and preferred stock owned by Sileas. As Sileas has no operations or business activities other than holding the purchased assets, Sileas is depending upon the value of its common stock and preferred stock holdings in Optex Systems Holdings to increase over time in order to pay its obligations under the promissory note. If the value of the holdings does not sufficiently increase, and Sileas is unable to meet its payment obligations, Longview could exercise its remedies with respect to its security interest and take control of the pledged stock, and thus there would be a change in control of Optex Systems Holdings, as Sileas is currently the majority owner of Optex Systems Holdings. There can be no guarantee that the investment objectives of Longview will be the same as those of Sileas or our other shareholders. In the event that control shifts to Longview from Sileas, Longview may vote its shares differently than Sileas would have voted under similar circumstances.

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, Optex Systems Holdings 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, Optex Systems Holdings also expects that these new rules and regulations may make it more difficult and expensive for Optex Systems Holdings 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 Optex Systems Holdings to attract and retain qualified persons to serve as directors or as executive officers.

We did not give separate notice by mailing to then current shareholders of Sustut of the written consent by Andrey Oks as the majority shareholder of the reorganization.

Section 228(e) of the Delaware General Corporation Law requires "[p]rompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders . . . who have not consented in writing." Prior management of Sustut did not give notice to the other then existing shareholders of Sustut of the written consent of Andrey Oks in lieu of a meeting of stockholders approving the reorganization on March 26, 2009 in compliance with Section 228(e). On April 3, 2009, current management filed a Form 8-K which detailed the transaction although it did not specifically mention approval of the transaction by Andrey Oks as the majority shareholder of Sustut. Potential ramifications of this lack of compliance with Section 228(e) could include possible inquiry or litigation from then existing shareholders of Sustut for failure of being made aware of the consent. To the knowledge of current management of Optex Systems Holdings, there have been no claims or inquiries made and/or any litigation filed by then current shareholders of Sustut for failure to receive notice under Section 228(e) of the Delaware General Corporation Law.

Risks Relating to the common stock

Optex Systems Holdings' stock price may be volatile.

The market price of Optex Systems Holdings' common stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond Optex Systems Holdings' 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 Optex Systems Holdings' 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 Optex Systems Holdings' common stock.

There is currently no liquid trading market for Optex Systems Holdings' common stock and Optex Systems Holdings cannot ensure that one will ever develop or be sustained .

Our 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 Optex Systems Holdings' 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 Optex Systems Holdings' common stock may cause the price of Optex Systems Holdings' common stock to decline or could affect Optex Systems Holdings' ability to raise additional working capital.

Under Rule 144(i)(2), Optex Systems Holdings' 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 Optex Systems Holdings' 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 Optex Systems Holdings' 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 Optex Systems Holdings to raise additional financing in the future through sale of securities at a time and price that Optex Systems Holdings deems acceptable.

The date on which current shareholders can sell a substantial amount of shares into the public market would be the earlier of the date on which the registration statement is effective and one year anniversary of the date on which all Form 10 information is deemed by the SEC to be filed (September 28, 2009), which would then allow sales under Rule 144. The amount of shares then available would be 11,784,177 shares (all of those being registered for resale under the prospectus) and 8,131,667 shares (under Rule 144, which are the remaining shares of common stock underlying warrants purchased in the private placement which took place just prior to the reorganization) respectively.

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

Optex Systems Holdings' certificate of incorporation does not contain any specific provisions that eliminate the liability of directors for monetary damages to Optex Systems Holdings and Optex Systems Holdings' stockholders; however, Optex Systems Holdings provides such indemnification to its directors and officers to the extent provided by Delaware law. Optex Systems Holdings may also have contractual indemnification obligations under its employment agreements with its executive officers. The foregoing indemnification obligations could result in Optex Systems Holdings incurring substantial expenditures to cover the cost of settlement or damage awards against directors and officers, which Optex Systems Holdings may be unable to recoup. These provisions and resultant costs may also discourage Optex Systems Holdings from bringing a lawsuit against directors and officers for breaches of their fiduciary duties and may similarly discourage the filing of derivative litigation by Optex Systems Holdings' stockholders against Optex Systems Holdings' directors and officers even though such actions, if successful, might otherwise benefit Optex Systems Holdings 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 prices for our common stock as reported by the OTC Bulletin Board for each quarter since the fourth quarter of 2007, as adjusted. All prices through the date of the reorganization are as reported on Sustut's periodic filings, as adjusted for the 2.5:1 forward split of Sustut's common stock authorized on February 27, 2009. All prices since the reorganization are derived from market information as to OTCBB prices as reported through the AOL Finance look up system. 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	\$ 0.50	\$ 0.50
First Quarter 2008	\$ 0.50	\$ 0.50
Second Quarter 2008	\$ 0.50	\$ 0.50
Third Quarter 2008	\$ 0.50	\$ 0.50
Fourth Quarter 2008	\$ 0.50	\$ 0.50
First Quarter 2009	\$ 0.50	\$ 0.50
Second Quarter 2009	\$ 0.50	\$ 0.14
Third Quarter 2009	\$ 0.45	\$ 0.08
Fourth Quarter 2009	\$ 0.50	\$ 0.17

On January 7, 2010, the sale price for our common stock as reported on the OTCBB was \$0.13 per share.

Securities outstanding and holders of record

On January 8, 2010, there were approximately 86 record holders of our common stock and 139,444,940 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

Optex Systems Holdings had no equity compensation plans as of September 30, 2008 and adopted its 2009 Stock Option Plan on March 26, 2009.

Management's Discussion and Analysis or Plan of Operations

The following discussion should be read in conjunction with the consolidated financial statements and the related notes that are set forth in our financial statements elsewhere in this annual report.

This management's discussion and analysis reflects information known to management as of September 27, 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. 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 a non-GAAP measure is used in this MD&A, it is 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 Systems, Inc. (Delaware) exchanged their shares of common stock with the shares of common stock of Optex Systems Holdings as follows: (i) the outstanding 85,000,000 shares of Optex Systems, Inc. (Delaware) common stock were exchanged by Optex Systems Holdings for 113,333,282 shares of Optex Systems Holdings common stock, (ii) the outstanding 1,027 shares of Optex Systems, Inc. (Delaware) Series A preferred stock were exchanged by Optex Systems Holdings for 1,027 shares of Optex Systems Holdings Series A preferred stock, and (iii) the 8,131,667 shares of Optex Systems, Inc. (Delaware) common stock purchased in the private placement were exchanged by Optex Systems Holdings for 8,131,667 shares of Optex Systems Holdings common stock. Optex Systems, Inc. (Delaware) has remained a wholly-owned subsidiary of Optex Systems Holdings.

As a result of the reorganization, Optex Systems Holdings 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.

Immediately prior to the closing under the reorganization agreement, Optex Systems, Inc. (Delaware) accepted subscriptions from accredited investors for a total 27.1 units, for \$45,000 per unit, with each unit consisting of 300,000 shares of common stock, no par value, of Optex Systems, Inc. (Delaware) 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 Optex Systems, Inc. (Delaware) after the closing referenced above. Gross proceeds to Optex Systems, Inc. (Delaware) 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. As described above, these 8,131,667 shares were exchanged for 8,131,667 shares of Optex Systems Holdings common stock in the reorganization.

Optex Systems, Inc. (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 Systems, Inc. (Delaware) also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Optex Systems, Inc. (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. Less than 1% of today's revenue is attributable to the resale of products "substantially manufactured by others".

Optex Systems, Inc. (Delaware) and Irvine Sensors, the former owner of Optex Systems, Inc. (Delaware), have distinct business models, and the separation from Irvine Sensors has benefitted Optex Systems, Inc. (Delaware) by allowing Optex Systems, Inc. (Delaware) to focus on its business model. Optex Systems, Inc. (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. In contrast, Irvine Sensors Corporation is predominately a research and design company with capabilities enabling only prototype or low quantity volumes. However, Optex Systems, Inc. (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 Systems Holdings are General Dynamics Land Systems Division and Tank-automotive Armaments Command. Irvine Sensors did not have any contracts or business relations with either of these two customers. Therefore the separation has allowed Optex Systems, Inc. (Delaware) to fully focus on high volume manufacturing and the use of the six sigma manufacturing methodology. This shift in priorities has allowed Optex Systems, Inc. (Delaware) to improve delivery performance and reduce 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 Optex Systems Holdings for materials and labor required to complete the contracts.

Optex Systems Holdings also anticipates the opportunity to integrate some of its night vision and optical sights products into commercial applications. Optex Systems Holdings plans to carry on the business of Optex Systems, Inc. (Delaware) as its sole line of business, and all of Optex Systems Holdings' operations are expected to be conducted by and through Optex Systems, Inc. (Delaware).

The successful completion of the separation from Irvine Sensors, which was accomplished by Optex Systems, Inc. (Delaware)'s acquisition of all of the assets and assumption of certain liabilities of Optex Systems, Inc. (Texas), reduced the general and administrative costs allocated by Irvine Sensors. These costs represented services paid by Irvine Sensors for expenses incurred on Optex Systems, Inc. (Texas)' behalf such as legal, accounting and audit, consulting fees and insurance costs in addition to significant amounts of Irvine Sensors' general overhead that was allocated to Optex Systems, Inc. (Texas).

The estimated total General and Administrative expenses assuming Optex Systems, Inc. (Texas) was operated on a stand-alone basis during the 2008 fiscal year are:

	Year- Ended September 28, 2008
Accounting & Auditing Fees	\$ 250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
Total	\$ 440,000

As a result of the purchase of Optex Systems, Inc. (Texas) on October 14, 2008, these general and administrative costs were incurred and paid directly by Optex Systems, Inc. (Delaware) for the 2009 fiscal year, and have been reflected in the financial statements.

The liabilities not assumed relate to costs that would not have been incurred by Optex Systems, Inc. (Texas) if they were operated on a stand alone basis, including a note due to Timothy Looney. The 2007 promissory note had a principal amount of \$2,000,000 together with accrued interest unpaid aggregating to approximately \$2,300,000. The note was an amendment to Looney's earn-out agreement which was the consideration for Irvine Sensor's purchase of Optex Systems, Inc. (Texas).

The 2007 promissory note was not assumed by Optex Systems, Inc. (Delaware) in the October 2008 transaction. The note and accrued interest was reported on Optex Systems, Inc. (Texas) financial statements as of September 28, 2008 as a result of push down accounting for the acquisition of Optex Systems, Inc. (Texas) by Irvine Sensors. The note would not have been incurred by Optex Systems, Inc. (Texas) if operated as a stand alone entity because it relates to Irvine Sensor's consideration for its purchase of Optex Systems, Inc. (Texas). Therefore, we expect no similar impact to the future operating results or liquidity of Optex Systems Holdings.

Additionally, as of September 28, 2008, Optex Systems, Inc. (Texas) reported \$4.3 million of liabilities attributable to corporate expenses allocated to Optex Systems, Inc. (Texas) through an intercompany payable. The outstanding intercompany payable was not acquired in the acquisition from Irvine Sensors.

Plan of Operation

Through a private placement offering completed prior to consummation of the reorganization agreement, Optex Systems, Inc. (Delaware) 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	<u>\$528,529</u>
Totals:	<u>\$874,529</u>

Results of Operations

Based on the current level of contract backlog, we expect the next twelve months' revenues to be consistent with the total for the periods September 29, 2008 through October 14, 2008 (Predecessor) and October 15, 2008 through September 27, 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 Systems, Inc. (Texas) prior to the acquisition by Optex Systems, Inc. (Delaware) are summarized below (in millions).

Optex Systems – Texas (Predecessor)	
Revenue	\$ 0.9
Cost of Sales	<u>0.7</u>
gross margin	0.2
General & Administrative	<u>0.1</u>
Operating Income	\$ 0.1
Net Income	<u>\$ 0.1</u>

The table below summarizes our quarterly and full year 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 also consider 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 September 27, 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	Qtr 4	12 months ended September 27, 2009	Qtr 1	Qtr 2	Qtr 3	Qtr 4	12 months ended September 28, 2008	
Net Loss Applicable to Common Shareholders	\$ (0.1)	\$ 0.1	\$ (0.3)	\$ (0.3)	\$ 0.4	\$ (0.2)	\$ (0.7)	\$ (0.7)	\$ (0.2)	\$ (3.2)	\$ (4.8)	
Add:												
Interest Expense	-	0.1	0.1	-	-	0.2	0.1	0.1	-	-	0.2	
Preferred Stock Dividend	-	-	-	-	0.2	0.2	-	-	-	-	-	
Federal Income Taxes (Benefit)	-	0.2	0.1	0.1	(0.7)	(0.3)	-	-	-	-	-	
Goodwill Impairment	-	-	-	-	-	-	-	-	-	1.6	1.6	
Depreciation & Amortization	-	0.6	0.5	0.5	0.6	2.2	0.3	0.2	0.1	0.2	0.8	
EBITDA - Non GAAP	\$ (0.1)	\$ 1.0	\$ 0.4	\$ 0.3	\$ 0.5	\$ 2.1	\$ (0.3)	\$ (0.4)	\$ (0.1)	\$ (1.4)	\$ (2.2)	

We have experienced substantial improvement in our EBITDA as compared to our prior year performance. We have increased our EBITDA by \$4.3 million in the year ending September 27, 2009 as compared to the year ending September 28, 2008 (Predecessor), primarily as a result of increased revenue, higher gross margins 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 year ended September 27, 2009, 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 \$5.4 million from these legacy periscope programs, with a remaining backlog of \$1.2 million which we expect to ship in the first three quarters of 2010. We expect our product margins on periscopes to increase over the next twelve 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, Optex Systems Holdings was awarded a multi-year Indefinite Delivery/Indefinite Quantity type contract accompanied by the first delivery order from Tank-automotive and Armaments Command. If all government forecasted delivery orders against this Indefinite Delivery/Indefinite Quantity 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 General Dynamics Land Systems Division and in September 2009, an additional \$1.9 million award to provide product beginning with delivery starting in 2011 at the completion of our current production contract. Subsequent to the 2009 fiscal year end, we have booked additional orders of \$4.4 million from several customers, primarily in our periscopes product line with deliveries covering 2010 into 2011.

As a result of the October 14, 2008 acquisition of the assets of Optex Systems, Inc. (Texas) (Predecessor), our amortizable intangible assets increased significantly over the prior year. The non cash amortization of intangible assets has negatively impacted our gross margin for 2009 as compared to 2008. In 2009, our intangible amortization expense was \$2 million and it is expected to decline to \$1 million in 2010.

Backlog as of September 27, 2009 was \$26.5 million as compared to a backlog of \$44.1 million as of September 28, 2008. The following table depicts the current expected delivery by quarter of all contracts awarded as of September 27, 2009.

Program Backlog (millions)	2010				2011				2012				2013
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
Howitzer Programs	\$ 0.6	\$ 1.7	\$ 1.9	\$ 2.6	\$ 1.7	\$ 0.1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periscope Programs	2.1	2.1	2.0	1.3	1.3	0.6	0.7	0.5	0.5	0.9	0.8	-	-
Sighting Systems	0.4	0.2	0.1	0.1	-	-	-	-	-	-	-	-	-
All Other	1.7	1.1	0.4	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Total	\$ 4.8	\$ 5.1	\$ 4.4	\$ 4.2	\$ 3.1	\$ 0.8	\$ 0.8	\$ 0.6	\$ 0.6	\$ 1.0	\$ 0.9	\$ 0.1	\$ 0.1

Virtually all of our contracts are prime or subcontracted directly with the Federal government and, as such, are subject to Federal Acquisition Regulation Subpart 49.5, "Contract Termination Clauses" and more specifically Federal Acquisition Regulation 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.

By way of background, the Federal Acquisition Regulation is the principal set of regulations that govern the acquisition process of government agencies and contracts with the U.S. government. In general, parts of the Federal Acquisition Regulation are incorporated into government solicitations and contracts by reference as terms and conditions effecting contract awards and pricing solicitations.

In the event a termination for convenience were to occur, Federal Acquisition Regulation 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 Federal Acquisition Regulation 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 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 Federal Acquisition Regulation 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 September 27, 2009, none of our outstanding backlog fell under this criterion. 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.

Predecessor period of September 29, 2008 through October 14, 2008 and Successor period of October 15, 2008 through September 27, 2009 Compared to the Predecessor twelve month period ended September 28, 2008

Revenues: For the year ended September 27, 2009 (Combined) revenues increased by 37.8% over the respective prior period (Predecessor) per the table below:

	Predecessor	Successor	Combined	Predecessor	
	September 29, 2008 through October 14, 2008	October 15, 2008 through September 27, 2009	12 mos. ended September 27, 2009	12 mos. ended September 28, 2008	Change
Revenue	\$ 0.9	\$ 26.7	\$ 27.6	\$ 20.0	\$ 7.6
<i>Percent increase</i>					37.8%

The table below details the revenue changes by product line for the year ended September 27, 2009 as compared to the year ended September 28, 2008.

Product Line	Year ended 9/27/2009 (Combined)	Year mos ended 9/28/2008 (Predecessor)	Change
Howitzer Programs	2.6	2.4	0.2
Periscope Programs	14.9	9.6	5.3
Sighting Systems	4.7	4.0	0.7
All Other	5.4	4.0	1.4
Total	27.6	20.0	7.6
<i>Percent increase</i>			37.8%

Revenues increased significantly in 2009 over 2008, with the most significant increases experienced in our Periscope line. Significant increases in sales of periscope product lines is attributable to increased demand by General Dynamics Land Systems Division and U.S. government accelerated schedules, whereby, in consideration for increased pricing of approximately \$1 million, Optex Systems, Inc. (Delaware) agreed to accelerate the contract delivery schedule and deliver at higher volumes to support increased military service needs. Of the total periscope revenue increase of \$5.3 million, approximately \$4.5 million or 85% is attributable to increased production volume, as compared to \$0.8 million or 15% due to higher pricing. The ramp up included the addition of direct labor headcount of approximately 8 employees, combined with dual sourcing of material on several key components needed to meet the increased production requirements. During the year ended September 27, 2009, Optex Systems, Inc. (Delaware) had delivered approximately 95% of the accelerated units, with the remaining units to be delivered through the first quarter of 2010. In the last quarter of 2009, Optex Systems Holdings received several additional orders of periscopes from two customers with delivery requirements starting in the fourth quarter of 2009 and continuing throughout 2010. Based on our current backlog demand, we expect the revenue on periscopes to remain strong in 2010 as we continue to quote and receive awards for additional periscopes from multiple customers.

Howitzer program revenue increased \$0.2 million for the 2009 fiscal year over the 2008 fiscal year. During the third and fourth fiscal quarters of 2009, we worked aggressively with the U.S. government to resolve technical field issues related to two of our Howitzer programs and completed the First Article Testing and Acceptance requirements on a third, for which government acceptance approval was obtained on August 25, 2009. Technical issues experienced on the Howitzer product lines related to problems with the government-provided technical data and drawing package affecting the manufacturability of the products and the functionality of the product during field use and testing. These issues were resolved through Optex initiated engineering change proposals and customer changes to the statement of work. As of this date, the issues have been resolved and the contract schedules have been modified accordingly to implement the required changes. With most of the technical and start up issues behind us on these programs, we expect to increase program deliveries during early 2010.

Sighting Systems revenues increased \$0.7 million over the prior year due to the delivery of higher quantities of U.S. government and General Dynamics Land Systems Division sighting systems in the current year over prior year deliveries, offset by a reduction in shipments to Textron related to a program that ended in 2008.

Increases in the other products of 35% or \$1.4 million for the year ending September 27, 2009 resulted from increased foreign military sales of azimuth mirror assemblies of \$1.0 million combined with increased revenues in muzzle reference systems of \$0.7 million for several U.S. customers, which were offset by lower revenues in binoculars and various spare order shipments for various customers.

Currently we are experiencing losses on our Howitzer programs as a result of unanticipated manufacturing costs due to design and technical data package issues impacting the product manufacturability. These issues have resulted in increased labor and material costs due to higher scrap and extensive engineering costs incurred during the start up phase of the programs. In addition some of our older "legacy" periscope programs are experiencing losses due to significant material price increases since the initial 5 year contract award in 2004. As of September 27, 2009, Optex Systems Holdings has reserved \$1.2 million in contract loss reserves on Howitzer programs and \$0.1 million on periscope programs for a total of \$1.3 million in contract loss reserves. The total remaining backlog on these loss programs as of September 27, 2009 is \$9.7 million. We are expecting to ship \$7.9 million of the existing loss contract backlog in 2010, with the remaining \$1.8 million expected to ship in the first quarter of 2011. As these losses have been previously recognized to the extent identified, future margins on these revenues are expected to be zero.

Currently we are not experiencing any negative impact due to changes in incremental funding commitments by federal agencies. There has been one delay in the award of the second delivery order for the U.S. government periscope contract, however as the contract is a dual award between Optex Systems Holdings and a competitor with no volume guaranteed to any single-source, we have not expended any resources in support of the yet to be awarded portion of the contract. We are anticipating a government award on the contract in the second quarter of 2010. However, delay of the government procurement has not negatively impacted Optex Systems Holdings' revenue in 2009, and due to other increased periscope orders from non U.S. government contracts deliverable in 2010, a delay in the award on the prime government contract should not materially affect Optex Systems Holdings in the near future.

Cost of Goods Sold. During the Predecessor period from September 29, 2008 through October 14, 2008, we recorded cost of goods sold of \$0.7 million and during the Successor period from October 15 through September 27, 2009 we recorded cost of goods sold of \$24.1 million for a total cost of goods sold during fiscal 2009 of \$24.8 million as compared to \$18.2 million during fiscal 2008, an increase of \$6.5 million or 35.7%. This increase in cost of goods sold was primarily associated with increased revenue, primarily on our periscope programs in support of higher backlog and accelerated delivery schedules, and increased intangible amortization resulting from the acquisition of the assets of Optex Systems, Inc. (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 September 27, 2009 was \$2.7 million for a total of \$2.8 million or 10.1% of revenues as compared to a gross margin of 9.5% for the fiscal year ended September 28, 2008. Product gross margins were down 0.7% to 14.5% for the period ended September 27, 2009 versus 15.2% for the fiscal year ended September 28, 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 shifted from general and administrative costs to manufacturing overhead in fiscal 2009. Intangible amortization allocable to cost of goods sold increased \$1.3 million to \$1.7 million in fiscal 2009 versus \$0.4 million in fiscal 2008. The increased intangible amortization costs were offset by decreased warranty costs and physical inventory valuation reserves of \$1.2 million, resulting in an overall decrease in cost of goods sold of 0.6% of revenues in the period ended September 27, 2009 as compared to the period ended September 28, 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 September 27, 2009, we recorded operating expenses of \$2.8 million for a total of \$2.9 million for the fiscal year ended September 27, 2009 as opposed to \$6.5 million during the fiscal year ended September 28, 2008, a decrease of (\$3.7) million or 56.9%. The components of the significant net decrease in general and administrative expenses in the fiscal year ended September 27, 2009 as compared to the fiscal year ended September 28, 2008 are outlined below.

- Elimination of corporate cost allocations from Irvine Sensors Corporation of (\$2.1) million and the Irvine Sensors employee stock bonus plan of (\$0.4) million as a result of the ownership change.
- Increased costs of \$0.5 million in legal, accounting fees, board of director fees, and investor relations
- Lower salaries, wages and employee related costs due to the reclassification of 10 purchasing and planning employees from general and administrative to manufacturing overhead included in cost of sales of (\$0.3) million. 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 \$0.2 million as a result of the ownership change as of October 14, 2008.
- 2008 goodwill impairment of (\$1.6) million incurred in 2008 versus no impairment in 2009.
- Reductions of \$(0.1) million in other general & administrative spending.

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 September 27, 2009, we recorded a loss from operations of \$(0.2) million for a total net loss of \$(0.13) million during the year ended September 27, 2009 as opposed to a loss from operations of \$(4.7) million during the year ended September 28, 2008, an improvement of \$4.57 million. This improvement was primarily due to increased sales revenue for the period ended September 27, 2009, combined with reduced general and administrative expenses driven by the elimination of Irvine Sensors' corporate costs pushed down to us in the fiscal year ended September 28, 2008. The current year loss from operations also includes an increase of \$1.5 million of non cash amortization of intangible assets to \$2.1 million total for 2009 as a result of the October 14, 2008 acquisition transaction as opposed to \$0.6 million intangible amortization incurred in the prior year.

Net Income (Loss) applicable to common shareholders. During the Predecessor period from September 29, 2008 through October 14, 2008 we recorded net income of \$0.1 million. For the period beginning October 15, 2008 through September 27, 2009, we recorded a net loss of \$(0.3) million for a total net loss of \$(0.2) million during the year ended September 27, 2009, as compared to \$(4.8) million for the year ended September 28, 2008, an improvement of \$4.6 million or 95.8%. This decrease in our net loss was principally the result of reduced operating expenses related to the elimination of corporate cost allocations from Irvine Sensors Corporations, since the successor operating as a stand-alone entity did not incur these costs subsequent to the year ended September 28, 2008, combined with increased revenue for the period ending September 27, 2009 offset by increased interest and preferred stock dividends in fiscal 2009 over fiscal 2008. The federal income tax benefit increased by \$0.3 million over the prior year as a result of book-to-tax timing differences attributable to intangible amortization and changes in contract loss reserve balances in 2009. 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.

Liquidity and Capital Resources

In the year ended 2008, Optex Systems, Inc. (Texas) working capital was significantly constrained due a high level of loss programs and production increases across multiple programs which necessitated the need for investment in inventories and manpower resources required to meet the additional product demand. As Optex Systems, Inc. (Texas) was a wholly-owned subsidiary of Irvine Sensors Corporation, access to additional outside funding apart from government progress bills was severely limited. Further, Optex Systems, Inc. (Texas) had incurred significant costs on one of the Howitzer programs and was unable to recover these costs until fiscal 2009 due to progress billing limitations prior to first article inspection testing and approval which did not occur until August of 2009. During 2008, Optex Systems, Inc. (Texas) transferred \$0.7 million in cash to Irvine Sensors in support of intercompany services provided by Irvine Sensors on behalf of Optex Systems, Inc. (Texas) that were outside our control, including: legal, accounting, and consulting fees; Irvine Sensors Corporation travel expenses; and insurance costs.

The estimated total General and Administrative expenses assuming Optex Systems, Inc. (Texas) was operated on a stand-alone basis during the 2008 fiscal year are:

	Year- Ended September 28, 2008
Accounting & Auditing Fees	\$ 250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
Total	<u>\$ 440,000</u>

As a result of the purchase of Optex Systems, Inc. (Texas) on October 14, 2008, these general and administrative costs were incurred and paid directly by Optex Systems, Inc. (Delaware) for the 2009 fiscal year, and have been reflected in the financial statements.

Subsequent to the asset acquisition from Irvine Sensors on October 14, 2008 and the reverse merger and reorganization on March 30, 2009, Optex Systems Holdings raised additional cash through a private equity sale that generated gross proceeds of \$1.0 million. As a result of the new capital, Optex Systems Holdings has been able acquire the necessary inventory and personnel resources required to operate at the higher revenue levels, and improve year-end cash position by \$0.7 million.

We have historically met our liquidity requirements from a variety of sources, including government and customer funding through contract progress bills, short term loans, notes from related parties, and the sale of equity securities. 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, including 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 Systems, Inc. (Texas) (Predecessor) had cash and cash equivalents of \$0.3 million, an increase of \$0.1 million from September 29, 2008. The slight increase in cash was primarily due to the timing of cash receipts on accounts receivable collections and supplier payments. The cash balance as of October 14, 2008 is included as cash received through Optex Systems, Inc. (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 to the acquisition of Optex Systems Inc. (Texas), by Optex Systems Inc., (Delaware). 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. There was no net cash used in investing activities during the Predecessor period beginning September 29, 2008 and ending October 14, 2008. Optex Systems Holdings' business is labor intensive and we purchase equipment as it becomes necessary.

Net Cash Provided by Financing Activities. There was no net cash provided by financing activities during the Predecessor period beginning September 29, 2008 and ending October 14, 2008.

Successor period of October 15, 2008 through September 27, 2009

Cash and Cash Equivalents. As of September 27, 2009, we had cash and cash equivalents of \$0.9 million. During the Successor period of October 15, 2008 through September 27, 2009 we increased cash and cash equivalents by \$0.6 million primarily attributable to the net proceeds received by us from the private sale of equity securities.. A portion of the net 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 2010.

Net Cash Used in Operating Activities. Net cash used in operating activities during the Successor period beginning October 15, 2008 and ending September 27, 2009 totaled \$(0.1) million. The primary uses of cash during this period resulted from increases of inventory and accounts receivable in support of higher production and shipping volumes, partially offset by increases in accounts payable due to higher purchases required to support the increased revenues. In the period beginning October 15, 2008 and ending September 27, 2009, our net inventory increased by \$2.5 million to support substantially increased production rates across all of our product lines. A large portion of this build up in inventories was progress billable and as such were billed to our customers as costs were incurred. We expect similar cash flows from operations until mid fiscal year 2010 when our low margin legacy periscope programs are ending and will be replaced with newer programs carrying improved pricing and corresponding better margins.

Net Cash Provided by Investing Activities. In the Successor period beginning October 15, 2008 and ending September 27, 2009, net cash provided by investing activities totaled \$0.24 million and consisted of cash acquired during the Optex Systems, Inc. (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 \$0.8 million during the period beginning October 15, 2008 through September 27, 2009, The change of \$0.8 million is attributable to the sale of stock for cash of \$1.0 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 to support increased revenue and production rates during the period.

Critical Accounting Policies

Stock-Based Compensation: In December 2004, FASB issued FASB ASC 718 (Prior authoritative literature: SFAS No. 123R, *Share-Based Payment*). FASB ASC 718 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. FASB ASC 718 focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. FASB ASC 718 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.

Optex Systems Holdings' accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of FASB ASC 505-50 (Prior authoritative literature: 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 FASB ASC 718

Income Tax/Deferred Tax: FASB ASC 740 (Prior Authoritative Literature: SFAS No. 109, "Accounting for Income Taxes"), requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on differing treatment of items for financial reporting and income tax reporting purposes. The deferred tax balances are adjusted to reflect tax rates by tax jurisdiction, based on currently enacted tax laws, which will be in effect in the years in which the temporary differences are expected to reverse. We have provided deferred income tax benefits on net operating loss carry-forwards to the extent we believe we will be able to utilize them in future tax filings.

Revenue Recognition: Optex Systems Holdings recognizes revenue based on the modified percentage of completion method utilizing the units-of-delivery method, in accordance with FASB ASC 605-35 (Prior authoritative literature: SOP 81-1 "Accounting for Performance of Construction-Type and certain Production-Type Contracts"):

- 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 Systems Holdings' contracts are fixed price production type contracts whereas a defined order quantity is delivered to the customer 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 Systems Holdings 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. Estimates at completion include Optex Systems Holdings 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 estimate at completion 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 estimate at completion 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 estimates at completion of the particular contract or product order.

For the fiscal years ended September 27, 2009 and September 28, 2008, estimated loss reserves were \$1,348,060 and \$821,885, respectively. Increases in estimated loss reserves from fiscal 2008 to fiscal 2009 of \$526,175 were primarily attributable to unanticipated increases in material and production costs encountered in 2009 due to manufacturing issues on our U.S. government Howitzer programs.

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 Subpart 49.5, "Contract Termination Clauses" and more specifically Federal Acquisition Regulation clauses 52.249-2 "Termination for Convenience of the Government (Fixed-Price)", and 49.504 "Termination of fixed-price contracts for default".

Warranty Costs: Some of our customers require that we warranty the quality of our products to meet customer requirements and be free of defects for up to fifteen months subsequent to delivery. In the year ended September 27, 2009, Optex Systems Holdings recognized income of \$145,470 for unrecognized warranty costs due to an improvement in the warranty experience rate related to warranties expiring in 2009. In the year ended September 28, 2008, Optex Systems, Inc. (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 repair or replacement, in addition to estimated future warranty costs for covered 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 warranty covered sales.

Recent Accounting Pronouncements.

In June 2008, FASB issued FASB ASC 260-10-55 (Prior authoritative literature: FASB Staff Position EITF 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities"). FASB ASC 260-10-55 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, and we will need to calculate basic earnings per share using the "two-class method." Restricted stock is currently included in our dilutive earnings per share calculation using the treasury stock method. The two-class method of computing earnings per share is an earnings allocation formula that determines earnings per share for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. FASB ASC 260-10-55 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 Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ending October 3, 2010. Optex Systems Holdings does not expect adoption of FASB ASC 260-10-55 to have a material effect on Optex Systems Holdings' financial statements.

In May 2009, FASB issued FASB ASC 855-10 (Prior authoritative literature: SFAS No. 165, "Subsequent Events"). FASB ASC 855-10 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. FASB ASC 855-10 is effective for financial statements issued for fiscal years and interim periods ending after June 15, 2009. As such, Optex Systems Holdings adopted these provisions at the beginning of the interim period ended June 28, 2009. Adoption of FASB ASC 855-10 did not have a material effect on Optex Systems Holdings' financial statements.

In June 2009, FASB issued ASC 105-10 (Prior authoritative literature: SFAS No. 168, "The FASB Accounting Standards Codification TM and the Hierarchy of Generally Accepted Accounting Principles - a replacement of FASB Statement No. 162"). FASB ASC 105-10 establishes the FASB Accounting Standards Codification TM (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. FASB ASC 105-10 is effective for financial statements issued for fiscal years and interim periods ending after September 15, 2009. As such, Optex Systems Holdings is required to adopt these provisions at the beginning of the interim period ending September 27, 2009. Adoption of FASB ASC 105-10 did not have a material effect on Optex Systems Holding's financial statements.

In June 2006, FASB issued FASB ASC 740-10 (Prior authoritative literature: FASB 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*”. FASB ASC 740-10 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. FASB ASC 740-10 is effective for fiscal years beginning after December 15, 2006. The adoption of FASB ASC 740-10 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In September 2006, the FASB issued FASB ASC 820-10 (Prior authoritative literature: FASB Statement 157, “*Fair Value Measurements*”). FASB ASC 820-10 defines fair value, establishes a framework for measuring fair value under GAAP and expands disclosures about fair value measurements. FASB ASC 820-10 applies under other accounting pronouncements that require or permit fair value measurements. Accordingly, FASB ASC 820-10 does not require any new fair value measurements. However, for some entities, the application of FASB ASC 820-10 will change current practice. The changes to current practice resulting from the application of FASB ASC 820-10 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 ASC 820-10 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 ASC 820-10 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In February 2007, FASB ASC 825-10 (Prior authoritative literature: 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 were effective as of the beginning of fiscal year 2008, with early adoption permitted. The adoption of FASB ASC 825-10 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In March 2007, FASB ASC 715-60 (Prior authoritative literature: EITF Issue No. 06-10, “*Accounting for Collateral Assignment Split-Dollar Life Insurance Agreements*”). FASB ASC 715-60 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. FASB ASC 715-60 is effective for fiscal years beginning after December 15, 2007. The adoption of FASB ASC 715-60 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In December 2007, FASB issued FASB ASC 805 (Prior authoritative literature: SFAS No. 141(R), “*Business Combinations*”) and FASB ASC 810-10-65 (Prior authoritative literature: 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. FASB ASC 805 and FASB ASC 810-10-65 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 Systems Holdings is currently evaluating the impact of adopting FASB ASC 805 and FASB ASC 810-10-65 on its financial statements.

In December 2007, the SEC issued FASB ASC 718-10-S99-1 (Prior authoritative literature: Staff Accounting Bulletin No. 110). FASB ASC 718-10-S99-1 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. FASB ASC 718-10-S99-1 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 Systems Holdings does not have any outstanding stock options issued before December 31, 2007.

In March 2008, FASB issued FASB ASC 815-10 (Prior authoritative literature: SFAS No. 161, " *Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133* "). FASB ASC 815-10 requires enhanced disclosures about an entity's derivative and hedging activities. FASB ASC 815-10 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. As such, Optex Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ended September 27, 2009. The adoption of FASB ASC 815-10 did not have a material impact Optex Systems Holdings' financial position, results of operations, or cash flows.

In May 2008, FASB issued FASB ASC 944 (Prior authoritative literature: SFAS No. 163, " *Accounting for Financial Guarantee Insurance Contracts—an interpretation of FASB Statement No. 60* "). FASB ASC 944 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. FASB ASC 944 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 Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2011. Optex Systems Holdings is currently evaluating the impact of FASB ASC 944 on its financial statements but does not expect it to have a material effect.

Cautionary Factors That May Affect Future Results

This Registration Statement and other written reports and oral statements made from time to time by Optex Systems Holdings 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 Optex Systems Holdings' 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 Optex Systems Holdings' 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.

We do not assume the obligation to update any forward-looking statement. You should carefully evaluate such statements in light of factors described in this prospectus. In this prospectus Optex Systems Holdings 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

Prior History - 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 purported to be located in the Omineca Mining Division, NTS map sheet 94D/10E. 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 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. Optex Systems Holdings does not believe it presently maintains any rights related to the Willowvale project and does not intend to pursue a mining or mineral business. In the event that Mr. Simpson seeks payment of any amount Optex Systems Holdings does not intend to make any payment to exercise any option or extend the term of the rights, if any continue to exist.

Reorganization

On March 30, 2009, a reorganization occurred whereby the then existing shareholders of Optex, Inc., a Delaware corporation ("Optex Systems, Inc. (Delaware)") exchanged their shares of Optex Systems, Inc. (Delaware) common stock with the shares of common stock of Optex Systems Holdings as follows: (i) the outstanding 85,000,000 shares of Optex Systems, Inc. (Delaware) common stock were exchanged for 113,333,282 shares of Optex Systems Holdings common stock, (ii) the outstanding 1,027 shares of Optex Systems, Inc. (Delaware) Series A preferred stock were exchanged for 1,027 shares of Optex Systems Holdings Series A preferred stock and (iii) the 8,131,667 shares of Optex Systems, Inc. (Delaware) common stock purchased in the private placement were exchanged for 8,131,667 shares of Optex Systems Holdings common stock. Optex Systems, Inc. (Delaware) has remained a wholly-owned subsidiary of Optex Systems Holdings, and the Optex Systems, Inc. (Delaware) shareholders are now shareholders of Optex Systems Holdings. As a result of the reorganization, Sileas Corporation beneficially owns approximately 73.52% of the issued and outstanding common stock of Optex Systems Holdings and Arland Holdings, Ltd. owns 5.89% of the issued and outstanding common stock of Optex Systems Holdings. Furthermore, at the time of the reorganization, Andrey Oks resigned as the sole officer and director of the Optex Systems Holdings. Additionally, Stanley Hirschman, Ronald Richards and Merrick Okamoto were appointed as its Directors, and Stanley Hirschman, Danny Schoening and Karen Hawkins were appointed as its President, COO and V.P. of Finance/Controller, respectively.

Prior to the closing under the reorganization agreement, Optex Systems, Inc. (Delaware) accepted subscriptions from accredited investors for a total 27.1 units, for \$45,000 per unit, with each unit consisting of 300,000 shares of common stock of Optex Systems, Inc. (Delaware) 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 Optex Systems, Inc. (Delaware) after the closing referenced above. Gross proceeds to Optex Systems, Inc. (Delaware) 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 Optex Systems Holdings' customers has specific quantities of material that need to be purchased, assembled, and finally shipped. Prior to bidding a contract, Optex Systems Holdings 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 Optex Systems Holdings would attempt to find an acceptable alternate supplier. 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 the parts necessary to satisfy our current contractual needs.

We are subject to, and must comply ,with various governmental regulations that impact, among other things, our revenue, operating costs, profit margins and the internal organization and operation of our business. The most significant regulations affecting our U.S. government business are summarized in the table below:

Regulation	Summary
Federal Acquisition Regulation	The principal set of rules in the Federal Acquisition Regulation System. This system consists of sets of regulations issued by agencies of the Federal government of the United States to govern what is called the "acquisition process," which is the process through which the government purchases ("acquires") goods and services. That process consists of three phases: (1) need recognition and acquisition planning, (2) contract formation, and (3) contract administration. The FAR System regulates the activities of government personnel in carrying out that process. It does not regulate the purchasing activities of private sector firms, except to the extent that parts of it are incorporated into government solicitations and contracts by reference.

International Traffic in Arms Regulations	United States government regulations that control the export and import of defense-related articles and services on the United States Munitions List. These regulations implement the provisions of the Arms Export Control Act.
Truth in Negotiations Act	A public law enacted for the purpose of providing for full and fair disclosure by contractors in the conduct of negotiations with the Government. The most significant provision included is the requirement that contractors submit certified cost and pricing data for negotiated procurements above a defined threshold, currently \$650,000. Requires contractors to provide the Government with an extremely broad range of cost or pricing information relevant to the expected costs of contract performance. Requires contractors and subcontractors to submit cost or pricing data to Government and to certify that, to the best of their knowledge and belief, the data are current, accurate, and complete.

Optex Systems Holdings is responsible for full compliance with the Federal Acquisition Regulation . Upon award, the contract may identify certain regulations that Optex Systems Holdings needs to meet. For example, a contract may allow progress billing pursuant to specific Federal Acquisition Regulation clauses incorporated into the contract. Other contracts may call for specific first article acceptance and testing requirements. The Federal Acquisition Regulation will identify the specific regulations that Optex Systems Holdings must follow based on the type of contract awarded. The Federal Acquisition Regulation also contains guidelines and regulations for managing a contract after award, including conditions under which contracts may be terminated, in whole or in part, at the government’s convenience or for default. These regulations also subject us to financial audits and other reviews by the government of our costs, performance, accounting and general business practices relating to our government contracts, which may result in adjustment of our contract-related costs and fees and, among other things and impose accounting rules that define allowable and unallowable costs governing our right to reimbursement under certain contracts. The full text of the Federal Acquisition Regulation System is located at the Library of Congress.

First Article Testing and Acceptance requirements are defined under the Federal Acquisitions Regulation, Part 9 – Contractor Qualification, Subpart 9.3 – First Article Testing and Approval. For example, first article testing on a Howitzer type product is very comprehensive and very time consuming. Each piece part of the assembly requires each dimension and material specification to be verified, and each product has in excess of 100 piece parts. Once the individual piece parts are verified to be compliant to the specification, the assembly processes are documented and verified. A sample of the production (typically 3 units) is verified to meet final performance specifications. Once the units meet the final performance specification, they are then exposed to a series of tests which simulate the lifetime use of the product in the field. This consists of exposing the units to thermal extremes, humidity, mechanical shock, vibration, and other physical exposure tests. Once completed, the units undergo a final verification that no damage has occurred as a result of the testing and that they continue to meet the performance specification. All of the information and data is recorded into a final first article inspection and test report and submitted to the customer along with the test units for final approval. First Article Acceptance and Testing is generally required on new contracts/product awards but may also be required on existing products or contracts where there has been a significant gap in production, or where the product has undergone significant manufacturing process, material, tooling, equipment or product configuration changes.

Optex Systems Holdings, Inc. is also subject to laws, regulations and executive orders restricting the use and dissemination of information classified for national security purposes and the exportation of certain products and technical data as covered by the International Traffic in Arms Regulation. In order to import or export items listed on the U.S. Munitions List, we are required to be registered with the Directorate of Defense Trade Controls office. The registration is valid for 1 year and the registration fees are established based on the number of license applications submitted the previous year. Optex Systems Holdings currently has an approved and current registration on file with the Directorate of Defense Trade Controls office. Once the registration is approved, each import/export license must be filed separately. License approval requires the company to provide proof of need, such as a valid contract or purchase order requirement for the specific product or technical data requested on the license and requires a detailed listing of the items requested for export/import, the end-user, the end-user statement, the value of the items, consignees/freight forwarders and a copy of a valid contract or purchase order from the end-user. The approval process for the license can vary from several weeks to six months or more. The licenses Optex Systems Holdings currently uses are the DSP-5 (permanent export) and DSP-73 (temporary export). The aforementioned licenses are all valid for 48 months from date of issue. Optex Systems Holdings currently has 7 active DSP-5’s and 4 active DSP-73’s. Licenses are subject to termination if a licensee is found to be in violation of the Arms Export Control Act or the International Traffic in Arms Regulations requirements. If a licensee is found to be in violation, in addition to a termination of its licenses, it can be subject to fines and penalties by the government.

Optex Systems Holdings' contracts may also be governed by the Truth in Negotiation Act requirements where certain of our contracts or proposals exceed the \$650,000 threshold and/or are deemed as sole source, or non competitive awards, covered under this Act. These contracts require that Optex Systems Holdings provide a vast array of cost and pricing data in addition to certification that our pricing data and disclosure materials are current, accurate and complete upon conclusion of the negotiation. Due to the additional disclosure and certification requirements, if a post contract award audit were to uncover that the pricing data provided was in any way not current accurate or complete as of the certification date, Optex could be subjected to a defective pricing claim adjustment with accrued interest. Currently, Optex does not have any pending claims as a result of defective pricing as a result of these covered contracts. Additionally, as a result of this requirement, contract price negotiations may span from two to six months and will often result in undefinitized or not to exceed ceiling priced contracts subject to future downward negotiations and price adjustments. Currently, Optex Systems Holdings does not have any undefinitized contracts subject to further price negotiation.

Our failure to comply with applicable regulations, rules and approvals or misconduct by any of our employees could result in the imposition of fines and penalties, the loss of security clearances, the loss of our U.S. government contracts or our suspension or debarment from contracting with the U.S. government generally, any of which could have a material adverse effect our business, financial condition, results of operations and cash flows. We are currently in compliance with all applicable regulations and do not have any pending claims as a result of non compliance.

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

Customer	Customer PO/Contract	Contract Type	Contract Quantities		Total Award Value	Progress Billable (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 release which includes ability to in crease or decrease quantity on each release up to 20% from PO release quantity.	N/A	N/A	\$ 14,813,100	Yes	Expired	Dec 2007 - Jan 2011
Tank-automotive and Armaments Command - ROCK ISLAND	W52H09-05-D-0260	5 Year Firm Fixed Price (3)	138	2,100	\$ 7,261,716	Yes	30-Jun-2010	Oct 2007- Jan 2011

Tank-automotive and Armaments Command - ROCK ISLAND	W52H09-05-D-0248	5 Year Firm Fixed Price (3)	138	1,250	\$ 5,006,119	Yes	30-Jun-2010	Apr 2007-Jul 2010
Tank-automotive and Armaments Command - ROCK ISLAND	W52H09-09-D-0128	3 Yr – Evaluated Pricing (3). Restricted Procurement between Optex Systems & Miller Holzwarth	250 each supplier	250 each supplier	\$ 118,250 (2)	Yes	31-Dec-2011	Initial award deliverable Aug - Sept 2009. Additional awards not to exceed aggregate 2000 units per month total units.
General Dynamics Land Systems	40050551 (Multiple Prime Contracts)	Firm Fixed Price and Fixed Quantity Purchase Order	N/A	N/A	\$ 5,380,137	Yes	N/A	Jan 2011 - Feb 2013

- (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. We estimate the maximum order potential at \$22 million based on the government's estimated maximum order quantity for each periscope type times the Optex not to exceed price per unit for each of the solicited periscope assemblies. The \$7.5 million expected value is derived based on the governments estimated quantity requirement for each periscope type across the contract period times Optex proposed not to exceed price per unit, assuming that the award is split equally between Optex and the other supplier.*
- (3) *Indefinite Delivery/Indefinite Quantity type contract.*

Organizational History

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

Products

Optex Systems Holdings' 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 Stryker vehicle. Optex Systems Holdings also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Optex Systems Holdings delivers its products both directly to the military services and to prime contractors.

Optex Systems Holdings delivers high volume products, under multi-year contracts, to large defense contractors and government customers. Optex Systems Holdings has a reputation for quality and credibility with its customers as a strategic supplier. Optex Systems Holdings 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

We are located in Richardson, TX in a 49,000 square foot facility, and we currently have 107 full time employees. We operate with a single shift, and capacity could be expanded by adding a second shift. Our proprietary processes and methodologies provide barriers to entry by other competing suppliers. In many cases, we are the sole source provider or one of only two providers of a product. We have capabilities which include machining, bonding, painting, tracking, engraving and assembly and can perform both optical and environmental testing in-house.

We lease our facility. Effective as of January 4, 2010, Optex Systems Holdings, Inc. renewed its Richardson, TX lease. Under the terms of the amendment:

- The lease term is extended until July 31, 2015.
- The base rent is as follows: until 7/31/2010, \$0.00 per square foot, from 8/1/2010 – 7/31/2013, \$4.70 per square foot and from 8/1/2013 – 7/31/2015, \$4.95 per square foot.
- A \$195,352.00 improvement allowance is included.
- For the first two years of the extended term, the landlord has granted the option to take over additional space at similar terms as in the amendment.

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

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

As of the year ended September 28, 2008 Optex Systems, Inc. (Texas) reported \$4.3 million of liabilities attributable to corporate expenses allocated to Optex Systems, Inc. (Texas) through an intercompany payable account “Due to Parent”. These costs were for expenses incurred by Irvine Sensors Corporation on behalf of Optex Systems, Inc. (Texas), including legal, audit, and consulting fees; insurance costs; and significant amounts of Irvine Sensors Corporation general overhead allocated to Optex Systems, Inc. (Texas). The outstanding “Due to Parent” balance was not acquired as part of the October 14, 2008 transaction. Therefore, this balance will have no impact on future operating results or liquidity.

The estimated total General and Administrative expenses assuming Optex Systems, Inc. (Texas) was operated on a stand alone basis during the 2008 fiscal year are:

	Year- Ended September 28, 2008
Accounting & Auditing Fees	\$ 250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
Total	\$ 440,000

As a result of the Optex Systems, Inc. (Texas) purchase on October 14, 2008, these general and administrative costs were incurred and paid directly by Optex Systems, Inc. (Delaware) for the 2009 fiscal year, and have been reflected in the financial statements.

Since the buyout, the business outlook for Optex Systems Holdings has changed dramatically. Management has strengthened Optex Systems Holdings’ balance sheet and has increased operational efficiencies and productivity, as demonstrated by the significant \$4.5 million reduction in operating loss to \$(129,248) versus \$(4,654,251) for (i) the total for the periods September 29, 2008 through October 14, 2008 (Predecessor) and October 15, 2008 through September 27, 2009 (Successor) and (ii) the year ended September 28, 2008 (Predecessor), respectively. Management expects to deliver additional improvement in operations over time.

Virtually all of our contracts are prime or subcontracted directly with the Federal government and are subject to Federal Acquisition Regulation Subpart 49.5, “Contract Termination Clauses” and more specifically Federal Acquisition Regulation 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 Federal Acquisition Regulation 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 Federal Acquisition Regulation 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 Federal Acquisition Regulation Disputes clause 52.233-1.

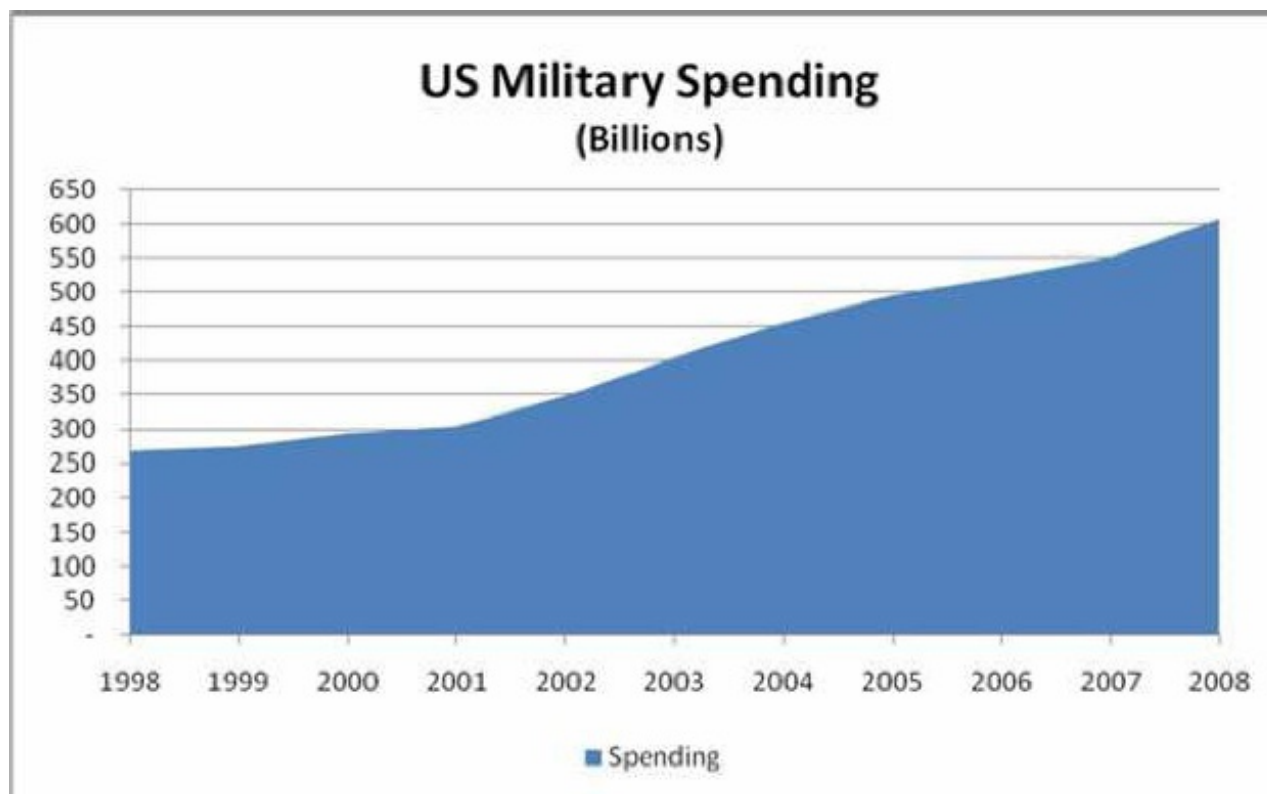
In some cases, we may receive orders subject to subsequent price negotiation on contracts exceeding the \$650,000 federal government simplified acquisition threshold. These “undefinitized” contracts are considered firm contracts, but as Cost Accounting Standards Board covered contracts, they are subject to the Truth in Negotiations Act disclosure requirements and downward-only price negotiation. As of September 28, 2008, \$4.0 million of booked orders was subject to this criteria. As of September 27, 2009, there were no booked orders subject to this criteria. 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 Optex Systems Holdings and others in the defense industry sector. The data suggests that the market continues to be robust and Optex Systems Holdings believes the markets for new and replacement parts, such as those manufactured by Optex Systems Holdings, are significant.

The chart below was derived from public government spending sources and depicts total U.S. Military Spending from 1998 through 2008. Total military spending increased from \$268.2 billion in 1998 to \$607.3 billion in 2008 representing a total increase in military spending of 226% in the last 10 years. It is difficult to directly tie this spending to any specific military vehicles; however, Optex Systems Holdings serves the U.S. armed forces and state national guards. The purpose of including this chart is to provide the reader with trend data showing increased military spending by the government since 1998, which is a favorable trend for Optex Systems Holdings’ overall business.



Source: Government Printing Office, U.S. Budget Historical Tables, FY 2008, Table 3.2 Outlays by function and subfunction, 1962-2012

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

- Reliability – failure can cost lives
- Time delivery to schedule
- Cost effectiveness
- Armed forces need to be able to see to perform
- Mission critical products.

Optex Systems Holdings 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

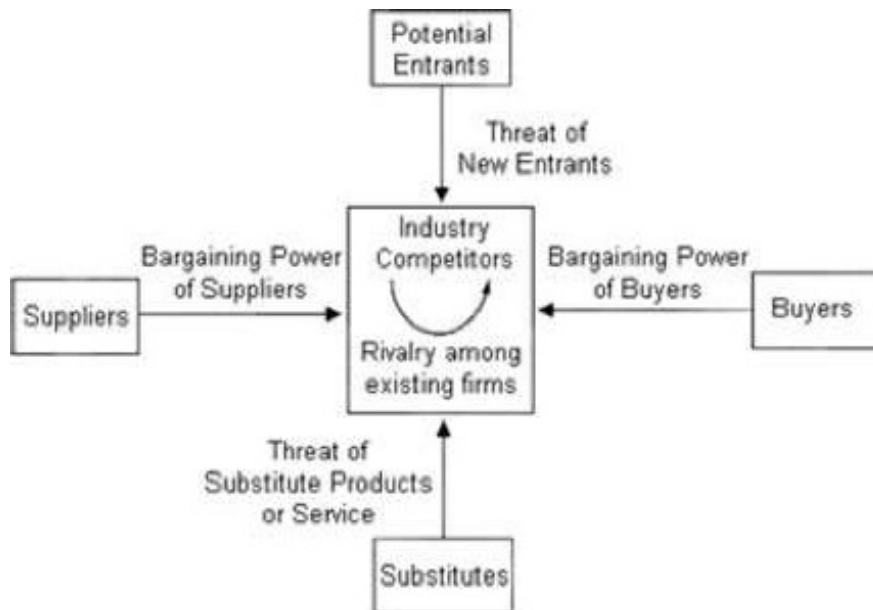
Optex Systems Holdings' products are currently sold exclusively to military and related government markets. We believe there may be opportunities to commercialize various products we presently manufacture to address other markets. Our initial focus will be directed in three product areas.

- Big Eye Binoculars – While the military application we produce is based on mature military designs, Optex Systems Holdings 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 Sight – Optex Systems Holdings ~~presently~~ manufactured the Optical System for the NL-61 Night Vision Sight ~~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 – Optex Systems Holdings 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

Optex Systems Holdings serves customers in three primary categories: as prime contractor (Tank-automotive and Armaments Command, 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 NAMSA). For reference, Tank-automotive and Armaments Command is Tank-automotive and Armaments Command, and NAMSA 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 93% of the gross revenue from our business is derived from two customers, General Dynamics Land System Division and Tank-automotive and Armaments Command, with which we have approximately 50 discrete contracts that are utilized in vehicles, product lines and spare parts. Given the size of General Dynamics Land System Division and Tank-automotive and Armaments Command as well as the fact that the contracts are not interdependent, we are of the opinion that this provides us with a fairly well diversified revenue pool.

Marketing Plan



Potential Entrants – Low. In order to enter this market, potential competitors must overcome several barriers 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 the product and then submit successful test requirements (many of which require lengthy government consultation for completion). 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, the customer can request an open book policy on costs and expects a reasonable margin to have been applied.

Substitutes – Low. Optex Systems Holdings 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. The Abrams is the principal 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 (e.g.: casting, machining, plating) 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 that 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. Optex Systems Holdings and Miller-Holzwarth, Inc. both compete for plastic periscope products whereas Optex Systems Holdings and Seiler Instrument & Manufacturing Co., Inc., 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
	<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 Products	Existing Customers	New Customers

This Product/Customer matrix sets forth our four basic approaches:

- 1) Sell existing products to existing customers.
- 2) Sell existing products to new customers.
- 3) Develop new products to meet the needs of our existing customers.
- 4) Develop new products to meet the needs of new customers.

The product categories described in the above matrix are associated with the product lines set forth below:

<u>Name</u>	<u>Product Line</u>
M137, M187, M119 Aiming Device	Howitzer Sighting Systems
Aiming Circle	Howitzer Sighting Systems
Periscopes	Laser Protected Plastic Periscopes
Collimators	Electronic Sighting Systems
Back Up Sights	Mechanical Sighting Systems
ICWS	Laser Protected Glass Periscopes

Those “new customers” listed (BAE and Textron) are producers of armored vehicles. Optex Systems Holdings has provided them quotations for Laser Protected Plastic Periscopes and Mechanical Sighting Systems. Both of these companies have previously purchased products from Optex Systems Holdings. “New Customers” listed (L3 and ITT) are potential customers for night vision products.

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 ISO9001:2008 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 49,000 square feet of manufacturing space, and we have the ability to lease additional space (see “Location and Facility”). Given the ample building opportunities along with competitive lease rates, the objective is to maintain building and building-related costs consistent with prior historical norms on a percentage of sales basis.

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 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. We believe there may be opportunities to pursue mergers with these competitors. 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 associated with a larger entity.

We plan to engage our competition on a selective basis, and to 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

Optex Systems Holdings has 107 full time equivalent employees. Optex Systems Holdings 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, Optex Systems Holdings is compliant with local prevailing wage, contractor licensing and insurance regulations, and has good relations with its employees.

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, Optex Systems Holdings’ ability to raise additional capital to finance Optex Systems Holdings’ 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 Optex Systems Holdings; the ability of Optex Systems Holdings to operate as a public company; the period of time for which the proceeds of the Private Placement will enable Optex Systems Holdings to fund its operations; Optex Systems Holdings’ ability to protect its proprietary information; general economic and business conditions; the volatility of Optex Systems Holdings’ operating results and financial condition; Optex Systems Holdings’ 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 Optex Systems Holdings 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. Optex Systems Holdings 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

Optex Systems Holdings 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 Optex Systems Holdings. To the knowledge of management, no director, executive officer or affiliate of Optex Systems Holdings, or any owner of record or beneficially of more than 5% of Optex Systems Holdings’ common stock is a party adverse to Optex Systems Holdings or has a material interest adverse to Optex Systems Holdings 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 Optex Systems Holdings:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Stanley A. Hirschman	63	President, Secretary, Treasurer & Director
Merrick D. Okamoto	49	Director
Ronald F. Richards	43	Chairman of the Board
Danny Schoening	45	Chief Operating Officer
Karen L. Hawkins	44	Vice President of Finance and Controller

Stanley A. Hirschman. Mr. Hirschman served as a Director and President of Optex Systems, Inc. (Delaware) since September 28, 2008 and assumed the same roles on behalf of Optex Systems Holdings on March 30, 2009, in which roles he is committed to providing Optex his management experience and provides direction and oversight of other executive officers and management.

From 1997 to 2009, he was president of CPointe Associates, Inc., a Plano, Texas consulting group, and provided consulting services to small and medium sized companies. From March 2009 to October 2009, in order to meet his responsibilities at Optex, he concluded his active role at CPointe. Additionally, since February 2009 he has been the majority beneficial owner of Sileas Corp (which has no active business), the majority shareholder of Optex Systems Holdings.

Mr. Hirschman is a director of Datasension and Axion Power International where he serves on the Audit Committee. 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, regularly participates in 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 Optex Systems Holdings 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 Optex Systems Holdings since October 2008. Since January 2009, Mr. Richards has served Optex Systems Holdings 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 21 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 Systems, Inc. (Texas) in January 2008. Upon the acquisition of the assets of Optex Systems, Inc. (Texas) by Optex Systems, Inc. (Delaware), Mr. Schoening became the COO of Optex Systems, Inc. (Delaware) (as of September 28, 2008) and he commenced service with Optex Systems Holdings as its Chief Operating Officer as of the date of the reorganization, March 30, 2009. 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 has served Optex Systems Holdings as its Vice President, Finance and Controller, since the date of the reorganization, March 30, 2009 and was the controller of Optex Systems, Inc. (Delaware), effective September 28, 2009. She began her employment with Optex Systems, Inc. (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 and Federal Acquisition Regulation. 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 (Indefinite Delivery/Indefinite Quantity) 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.

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 Relations" section of our website (www.optexsys.com) under the section for Governance Docs. We also intend to disclose any amendments or waivers of our Code on our website.

Board and Committee Meetings

We are incorporated under the laws of the State of Delaware. The interests of our stockholders are represented by the board of directors, which oversees our business and management. This solicitation of proxies is intended to give all stockholders the opportunity to vote for the persons who are to be their representatives, as directors, in our governance.

The board of directors meets regularly during the year and holds special meetings and acts by unanimous written consent whenever circumstances require. The board held 4 meetings (including special meetings) and took action by unanimous written consent 3 times during our fiscal year ended September 27, 2009.

If the board of directors convenes a special meeting, the non-management directors meet in executive session if circumstances warrant.

Board Committees

At this time, the board of directors currently does not have any active committees.

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 Optex Systems Holdings, 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.

Stockholder Communications with the Board of Directors

Stockholders may communicate directly with the board of directors or any board member by writing to them at Optex Systems Holdings, Inc., 1420 Presidential Drive, Richardson, TX 75081. The outside of the envelope should prominently indicate that the correspondence is intended for the board of directors or for a specific director. The secretary will forward all such written communications to the director to whom it is addressed or, if no director is specified, to the entire board of directors.

Director Attendance at Annual Meetings of Stockholders

We encourage our directors to attend annual meetings, although such attendance is not required.

Director Compensation

See table below under "Executive Compensation – Director Compensation."

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 Optex Systems Holdings' principal executive officer, principal 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 (\$)	Option Awards (\$) (6)	All Other Compensation (\$)	Total (\$)
Stan Hirschman, President (7)	2009(5)	-	-	-	-	25,000	25,000
Danny Schoening, Chief Operating Officer (7)	2009	\$ 182,932	\$ 11,000	\$ -	\$ 10,588	-	\$ 204,520
	2008(1,2)	122,646	10,300	7,500	-	-	140,446
Karen Hawkins, VP Finance / Controller (7)	2009	133,647	7,271	-	5,516	-	146,434
	2008	132,473	300	-	-	-	132,773
	2007(1)	56,900	300	-	-	-	57,200

- 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. Given the fact that there has not been a change in fiscal year but rather adoption of the fiscal year of the accounting acquirer, there has been no adjustment made to treat the period since the change in fiscal year as a stub period, and all numbers presented are for complete fiscal years.
- 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 Optex Systems Holdings he owned at that time. He received no other compensation during 2008. In 2007 Mr Hughes received \$42,500 in compensation, the nature of which is unspecified.
- 5 Stanley Hirschman includes Director's Fees paid in 2009. He received no other compensation.
- 6 The amounts in the "Option awards" column reflect the dollar amounts recognized as the executive portion of compensation expense for financial statement reporting purposes for each named executive officer during fiscal 2009, as required by FASB ASC 718 (prior authoritative literature SFAS 123(R)), disregarding any estimates for forfeitures relating to service-based vesting conditions. For the assumptions relating to these valuations, see note 12 to our fiscal 2009 audited financial statements. Andrey Oks & Terry Hughes were executives of Sustut Exploration, Inc. during the years 2007 and 2008, prior to the reverse merger on March 30, 2009. Concurrent with the reverse merger and name change to Optex Systems Holdings, Inc on March 30, 2009 Optex Systems Holdings adopted the fiscal year end of the accounting acquirer and changed the period end from December 31 to a fiscal year end of September. There were no earnings of either of these individuals subsequent to the reverse merger and adoption of the accounting acquirers fiscal period. All compensation expense shown for these individuals prior to the March 30, 2009 reorganization are depicted in calendar years ending December 31, 2008 and December 31, 2007.
- 7 Danny Schoening, Karen Hawkins and Stanley Hirschman were all executives of Optex Systems Holdings subsequent to the March 30, reorganization. Prior to the reorganization Danny Schoening and Karen Hawkins were executives of Optex Systems, Inc (Texas) and Optex Systems, Inc (Delaware) and Stanley Hirschman became an executive of Optex Systems, Inc (Delaware) in September 2008. Both Optex Systems, Inc. (Texas) and Optex Systems, Inc (Delaware) had previously been operating under an October through September fiscal year end and as such, compensation for these individuals is depicted in fiscal years beginning in October and ending in September for each of the years 2007 through 2009.

Option Grants in Last Fiscal Year

The following table sets forth information with respect to each grant of a plan based award made to our named executive officers during the fiscal year ended September 27, 2009. There were no options granted to any of the named executive officers during the fiscal year ended September 28, 2008.

Fiscal Year 2009 Grants of Plan-Based Awards

Name	Grant Date	All Other Option Awards: No of Securities Underlying Options	Equity Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards \$(3)
Danny Schoening (1)	3/30/2009	1,414,649	\$ 0.15	\$ 63,705
Karen Hawkins (2)	5/14/2009	250,000	\$ 0.15	\$ 63,910

- (1) On March 29, 2009 Danny Schoening was awarded 1,414,649 options pursuant to his employment agreement with vesting rights over three years on the anniversary date of the grant at 34%, 33% and 33% for each respective year. The options expire on March 28, 2016
- (2) On May 14, 2009 Karen Hawkins was awarded 250,000 options pursuant to the equity compensation plan detailed below. The options vest over four years on the anniversary date at 25% per year respectively and expire on May 13, 2016.
- (3) Amounts represent the total grant date fair value of stock options granted in fiscal year 2009 under FASB ASC 718 (Prior authoritative literature: SFAS No. 123R). The assumptions used by us with respect to the valuation of options are set forth in Note 12 to our fiscal 2009 audited financial statements.

Employment Agreement

Optex Systems Holdings 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 18 month periods, unless Optex Systems Holdings shall provide a written notice of termination at least ninety (90) days, or the Mr. 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, Optex Systems Holdings shall pay to Schoening a base salary at the annual rate of \$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 Optex Systems Holdings 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, 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 Optex Systems Holdings' 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, Optex Systems Holdings granted Schoening stock options equal to 1% of the issued and outstanding shares of Optex Systems Holdings 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 Mr. Schoening; (ii) termination by Optex Systems Holdings for cause (including conviction of a felony, commission of fraudulent acts, willful misconduct by Mr. Schoening, continued failure to perform duties after written notice, violation of securities laws and breach of the employment agreement), (iii) termination without cause by Optex Systems Holdings and (iv) termination by Mr. Schoening for good reason (including breach by Optex Systems Holdings of its obligations under the agreement, the requirement for Mr. 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 Optex Systems Holdings or its successor changing ownership or a sale of all or substantially all of Optex Systems Holdings' assets, without the surviving entity assuming the obligations under the agreement). For a termination by Optex Systems Holdings for cause or upon death of Mr. Schoening, then Mr. Schoening shall be paid salary and bonus earned through the date of termination. For a termination by Optex Systems Holdings without cause or by Mr. Schoening with good reason, then Mr. 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.

Optex Systems Holdings does not have any other employment agreements with its executive officers and directors.

Equity Compensation Plan Information

Optex Systems Holdings 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 Optex Systems Holdings in attracting and retaining highly competent employees and to act as an incentive in motivating selected officers and other employees of Optex Systems Holdings and its subsidiaries, and directors and consultants of Optex Systems Holdings 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 September 27, 2009, Optex Systems Holdings had issued 2,681,649 share options under this Plan of which zero shares had vested as of September 27, 2009.

Outstanding Equity Awards as of September 27, 2009

Name	Option Awards						Footnotes
	Non-Plan		Equity Incentive Plan Awards				
	Number of shares underlying		unexercised options				
	#	#		Exercise	Expiration		
	Exercisable	Unexercisable	Unearned	Price	Date		
Danny Schoening	-	1,414,649	1,414,649	0.15	3/29/2016	(1)	
Karen Hawkins	-	250,000	250,000	0.15	5/13/2016	(2)	

- (1) Options granted on March 30, 2009 pursuant to employment agreement and reverse Merger. Shares vest over 3 years at a rate of 34%, 33% and 33% for each respective anniversary date subsequent to 2009 and expire after seven years. As of September 27, 2009 non of the options had vested.
- (2) Options granted on May 14, 2009 pursuant to employee stock option compensation plan. Shares vest over 4 years at a rate of 25% per year each respective anniversary date subsequent to 2009 and expire after seven years. As of September 27, 2009 non of the options had vested.

Nonqualified deferred compensation

We had no non-qualified deferred compensation plans during year ended September 27, 2009.

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, although our employment agreements with certain members of management do call for immediate vesting of options upon a 50% change in control.

Director Compensation

The following table provides information regarding compensation paid to directors for services rendered during the year ended September 27, 2009.

Name		Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
Ronald Richards	(1)	\$ 100,000	-	-	-	-	-	\$ 100,000
Stanley Hirschman	(2)	25,000	-	-	-	-	-	25,000
Merrick Okamoto	(3)	-	-	-	-	-	-	-

- (1) Director Fees paid monthly from December 2008 through September 2009. Ronald Richards is paid \$2,500 monthly as an Independent Director, \$2,500 monthly for serving as Chairman of the Audit Committee, and \$5,000 monthly for serving as Chairman of the Board of Directors.
- (2) Director Fees paid monthly from December 2008 through September 2009. Stanley Hirschman is paid \$2,500 monthly as a Director.
- (3) Merrick Okamoto serves as a non-independent director and does not earn directors fees.

The members of our board of directors are actively involved in various aspects of our business ranging from relatively narrow board oversight functions to providing hands-on guidance to our executives and scientific staff with respect to matters within their personal experience and expertise. We believe that the active involvement of all directors in our principal business and policy decisions increases our board of directors' understanding of our needs and improves the overall quality of our management decisions. In recognition of the substantial time and personal effort that we require from our directors, we have adopted director compensation policies that provide for higher director compensation than is typically found in companies at our early stage of development.

All of our directors are compensated separately for service as members of our board of directors. Each of our nonmanagement directors received the following components of compensation for the period September 28, 2008 through September 27, 2009:

Nonqualified deferred compensation

We had no non-qualified deferred compensation plans during year ended September 27, 2009.

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 January 8, 2010, we had 139,444,940 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 January 8, 2010, 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 January 8, 2010 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 Optex Systems Holdings' corporate headquarters.

Except as otherwise set forth below, the address of each of the persons listed below is Optex Systems Holdings' address.

<u>Title of Class</u>	<u>Name of Beneficial Owner</u>	<u>Number of Shares</u>	<u>Preferred Conversion (4)</u>	<u>Combined Ownership</u>	<u>Percentage of Outstanding Shares</u>
5% Holders	Arland Holdings, Ltd. (1)	11,148,935		11,148,935	5.89%
	Sileas Corporation (2,3)	102,184,347	37,040,000	139,224,347	73.52%
Directors and Officers:	Stanley Hirschman (2)	102,184,347	37,040,000	139,224,347	73.52%
	Danny Schoening (5)	102,184,347	37,040,000	139,224,347	73.52%
	Karen Hawkins	-	-	-	-%
	Ronald Richards	-	-	-	-
	Merrick Okamoto	-	-	-	-
	Andrey Oks (6)	-	-	-	-
	Terry Hughes (7)	-	-	-	-
Directors and officers as a group (3 Individuals)		102,184,347	37,040,000	139,224,347	73.52%

- 1 *Represents shares held by Arland Holdings, Ltd., which is located at 551 5th 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 Optex Systems Holdings, has a controlling interest (80%); therefore, under Rule 13d-3 of the Exchange Act, Mr. Hirschman is deemed to be the beneficial owner, along with Mr. Schoening of those shares.*
- 3 *Sileas' ownership interest in Optex Systems Holdings 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 Optex Systems Holdings 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 Optex Systems Holdings' 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. Sileas Corporation holds 90% or 926 of the preferred shares which are convertible into 37,040,000 common shares. Alpha Capital owns the remaining 10% or 101 preferred shares convertible into 4,040,000 common shares, representing less than 2.13% total beneficially ownership.*
- 5 *Represents shares held by Sileas of which Mr. Schoening, an Officer of Optex Systems Holdings, has a controlling interest (15%); therefore, under Rule 13d-3 of the Exchange Act, Mr. Hirschman is deemed to be the beneficial owner, along with Mr. Hirschman, of those shares.*
- 6 *Andrey Oks did not own any shares subsequent to the reverse merger. Andrey Oks was given 10,000,000 shares of restricted stock as compensation for services in 2008 as an executive officer, which he forfeited on the date of his resignation on March 29, 2009.*
- 7 *Terry Hughes served as an officer of Sustut and resigned on September 12, 2008 at which time he forfeited 9,902,624 shares of common shares he owned at the time.*

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Relationship between Optex Systems, Inc. (Texas), Irvine Sensors Corporation and Longview and Alpha

Longview and Alpha were owed certain debt by Irvine Sensors Corporation including debt evidenced by (i) a December 29, 2006 Term Loan and Security Agreement executed by Irvine Sensors Corporation 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 Systems, Inc. (Texas), which was and is a wholly owned subsidiary of Irvine Sensors Corporation, 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 Systems, Inc. (Texas). On September 19, 2008, pursuant to an Assignment and Stock/Note Issuance Agreement, Alpha and Longview transferred and assigned to Optex Systems, Inc. (Delaware) \$15 million of their respective interests and rights in the aforesaid notes and obligations to Optex Systems, Inc. (Delaware) in exchange for 100% of the issued and outstanding stock of Optex Systems, Inc. (Delaware).

Acquisition of Assets of Optex Systems, Inc. (Texas) by Optex Systems, Inc. (Delaware) on October 14, 2008

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

Secured Promissory Notes and Common Shares Issued in connection with Purchase by Optex Systems, Inc. (Delaware)

In connection with the public sale of the Optex Systems, Inc. (Texas) assets to Optex Systems, Inc. (Delaware), Optex Systems, Inc. (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 Systems, Inc. (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 Systems, Inc. (Delaware) under the Notes are secured by a lien of all of the assets of Optex Systems, Inc. (Delaware) in favor of Longview and Alpha. In addition, Optex Systems, Inc. (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 Systems, Inc. (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 Systems, Inc. (Delaware), in a private transaction. The primary reason for the acquisition was to eliminate shareholder control of Optex Systems Holdings by Longview and to limit any perception of control over the day-to-day operations of Optex Systems Holdings, 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 Optex Systems Holdings to avoid potential conflicts of interest or other related business issues that might have adversely affected Optex Systems Holdings' 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 Optex Systems Holdings (representing 90% of the outstanding shares) and transfer of a note dated December 2, 2008, issued by Optex Systems Holdings 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 Optex Systems Holdings' 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 Systems, Inc. (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 Optex Systems Holdings 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 Optex Systems Holdings.

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 Systems, Inc. (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, then in addition to paying the principal and interest due, Sileas shall also pay an amount equal to 90% of the consideration. "Major Transaction" refers to a transaction whereby Optex Systems, Inc. (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 Systems, Inc. (Delaware).

Reorganization/Share Exchange

On March 30, 2009, a reorganization occurred whereby the then existing shareholders of Optex Systems, Inc. (Delaware) exchanged their shares of common stock with the shares of common stock of Optex Systems Holdings as follows: (i) the outstanding 85,000,000 shares of Optex Systems, Inc. (Delaware) common stock were exchanged by Optex Systems Holdings for 113,333,282 shares of Optex Systems Holdings common stock, (ii) the outstanding 1,027 shares of Optex Systems, Inc. (Delaware) Series A preferred stock were exchanged by Optex Systems Holdings for 1,027 shares of Optex Systems Holdings Series A preferred stock and (iii) the 8,131,667 shares of Optex Systems, Inc. (Delaware) common stock purchased in the private placement, which also occurred on March 30, 2009, were exchanged by Optex Systems Holdings for 8,131,667 shares of Optex Systems Holdings common stock. The per share price in the private placement was \$0.15 per share of common stock, and the closing date was March 30, 2009. Optex Systems, Inc. (Delaware) remains a wholly-owned subsidiary of Optex Systems Holdings.

At the time of the reorganization, 25,000,000 shares owned by Andrey Oks, the former CEO of Optex Systems Holdings, were cancelled. Immediately prior to the closing, 17,449,991 shares of Optex Systems Holdings common stock were outstanding. The 17,449,991 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 and cancellation of 3,800,000 shares previously issued to Newbridge Securities Corporation, shares plus issuance of 1,250,000 shares in payment for two investor relations agreements. The total outstanding common shares of Optex Systems Holdings subsequent to the closing of the reorganization is as follows:

Existing Sustut Shareholders	17,449,991
Optex Systems, Inc. (Delaware) shares exchanged	113,333,282
Optex Systems, Inc. (Delaware) Private Placement shares exchanged	<u>8,131,667</u>
Total Shares after reorganization	<u>138,914,940</u>
Cancellation of shares - American Capital Ventures	(700,000)
Private placement - June 29, 2009	750,000
Issuance of shares as consideration - ZA Consulting	<u>480,000</u>
Shares Outstanding on September 27, 2009	<u><u>139,444,940</u></u>

Short Term Note Payable/Longview Fund - On September 23, 2008 Optex Systems, Inc. (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. 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 outstanding balance related to the original note issue of \$459 plus \$11,101 of accrued interest was 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 (for which all consideration owed was received by us on March 30, 2009) 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 shares of our common stock, upon exercise of their warrants, as stated. 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.

Name of Selling Stockholder (18)	Amount beneficially owned by Selling Stockholder	Amount to be offered to Selling Stockholder's Account	Amount to be beneficially owned following completion of offering	Percent to be beneficially owned following completion of the offering
(1) Albert & Diane Gragnani	1,200,000	869,504 (600,000 shares of common stock and 269,504 shares underlying warrants)	330,496	0.17%
(2) Curio Holdings	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(3) Daniel McDonald	300,000	217,377 (150,000 shares of common stock and 67,377 shares underlying warrants)	82,623	0.04%
(4) Eric Samuelson	1,500,000	1,086,878 (750,000 shares of common stock and 336,878 shares underlying warrants)	413,122	0.22%
(5) George Gummow	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(6) Gerald Berkson	453,334	328,479 (226,667 shares of common stock and 101,812 shares underlying warrants)	124,855	0.07%
(7) Gerald Holland	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(8) Kenneth and Irene Chaffin	300,000	217,376 (150,000 shares of common stock and 67,376 shares underlying warrants)	82,624	0.04%
(9) Lee Stambollis	360,000	260,851 (180,000 shares of common stock and 80,851 shares underlying warrants)	99,149	0.05%
(10), (19) Longview Fund, LP	1,950,000	1,412,942 (975,000 shares of common stock and 437,942 shares underlying warrants)	537,058	0.28%
(11) Michael Peter Lee	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(12) Robert E. Kraemer	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(13) Somasundaram Ilangovan	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(14) Victor M. Dandridge III	1,800,000	1,304,254 (900,000 shares of common stock and 404,254 shares underlying warrants)	495,746	0.26%
(15) George Warburton	3,600,000	2,608,508 (1,800,000 shares of common stock and 808,508 shares underlying warrants)	991,492	0.52%
(16) Dr. Marc Medway	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
(17) Michael R. Ruffer	600,000	434,751 (300,000 shares of common stock and 134,751 shares underlying warrants)	165,249	0.09%
	16,263,334	11,784,177 (8131,667 shares of common stock and 3,652,510 shares underlying warrants)	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. 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 Optex Systems Holdings 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. 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.
- (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 Optex Systems Holdings 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 Optex Systems Holdings 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.
- (19) Sileas Corporation currently owns 102,184,347 shares of common stock and 926 shares of preferred stock convertible into 37,040,000 shares of common stock. This ownership interest in the Company held by Sileas has been pledged to Longview as security for a loan in connection with the acquisition of Longview's interests in Optex Systems, Inc. (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.

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.

Optex Systems Holdings has agreed to indemnify the selling stockholders against (i) any untrue statement of a material fact contained in any registration statement filed by Optex Systems Holdings 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 Optex Systems Holdings of the Securities Act, the Exchange Act, or any rule or regulation promulgated under the Securities Act, or the Exchange Act made by Optex Systems Holdings 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

Optex Systems Holdings 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 January 8, 2010, there were 139,444,940 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, Optex Systems Holdings 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 Optex Systems Holdings’ 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 (as set forth in Article II Section IV of the Bylaws which require notice to be given least ten (10) and not more than sixty (60) days prior to each meeting, and notice of each special meeting shall also state the purpose or purposes for which it has been called.);
- 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 27, 2009 and September 28, 2008 included in this prospectus have been so included in reliance on the report of EFP Rotenberg, LLP successor to Rotenberg & Co. LLP, an independent registered public accounting firm, given on the authority of said firm as experts in accounting and auditing.

On October 8, 2009, Optex Systems Holdings received notice that its current auditors, Rotenberg and Co., LLP, had resigned in connection with their merger with EFP Group, which was effective as of October 1, 2009. Optex Systems Holdings has engaged the new firm resulting from the merger, EFP Rotenberg, LLP, to continue as Optex Systems Holdings' independent registered public accounting firm. All of the partners and employees of Rotenberg and Co., LLP and EFP Group have joined the new firm, EFP Rotenberg, LLP. EFP Rotenberg, LLP is currently registered with the PCAOB.

Rotenberg and Co., LLP was engaged by Optex Systems Holdings on March 30, 2009 and has performed reviews for the quarters ended March 29, 2009 and June 28, 2009. Rotenberg and Co., LLP has not performed any audit services or rendered any audit report from the time of its engagement through the date of cessation of the client-auditor relationship on October 1, 2009. There have been no disagreements with Rotenberg and Co. LLP or reportable events since the date of their engagement on March 30, 2009 through the date of cessation of the client-auditor relationship on October 1, 2009.

On October 17, 2009, with the approval of Optex Systems Holdings' Board of Directors, EFP Rotenberg, LLP was engaged as Optex Systems Holdings' independent registered public accountant effective concurrent with the merger. Prior to such engagement, during the two most recent fiscal years, Optex Systems Holdings had not consulted with EFP Rotenberg, LLP on any matter.

Optex Systems Holdings provided Rotenberg and Co., LLP with a copy of the disclosure relating to this change in its certifying accountant and requested that Rotenberg and Co., LLP furnish Optex Systems Holdings with a letter addressed to the Securities and Exchange Commission stating whether it agrees with the above statements and, if it does not agree, the respects in which it does not agree, a copy of which is filed as Exhibit 16.1 to the Registration Statement of which this prospectus is a part.

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-SEC-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.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

We have audited the accompanying balance sheet of Optex Systems Holdings, Inc. (the Company) as of September 27, 2009, and the related statements of operations, stockholders' equity, and cash flows for the period October 15, 2008 through September 27, 2009. 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.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Optex Systems Holdings, Inc. as of September 27, 2009, and the results of its operations and its cash flows for the period October 15, 2008 through September 27, 2009 in conformity with accounting principles generally accepted in the United States of America.

/s/EFP Rotenberg, LLP

EFP Rotenberg, LLP
Rochester, New York
January 11, 2010

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

As successor by merger, effective October 1, 2009, of the registered public accounting firm Rotenberg & Co., LLP, we have audited the accompanying balance sheet of Optex Systems, Inc. (Texas) (the Company) as of September 28, 2008, and the related statements of operations, stockholders' equity, and cash flows for the year then ended and for the period September 29, 2008 through October 14, 2008. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits 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 audits 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 audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Optex Systems, Inc. (Texas) as of September 28, 2008, and the results of its operations and its cash flows for the year then ended and for the period September 29, 2008 through October 14, 2008 in conformity with accounting principles generally accepted in the United States of America.

/s/EFP Rotenberg, LLP

EFP Rotenberg, LLP
Rochester, New York
January 11, 2010

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

	Successor	Predecessor
	<u>September 27, 2009</u>	<u>September 28, 2008</u>
ASSETS		
Current Assets		
Cash	\$ 915,298	\$ 170,183
Accounts Receivable	1,802,429	2,454,235
Net Inventory	8,013,881	4,547,726
Deferred Tax Asset	711,177	-
Prepaid Expenses	318,833	307,507
Total Current Assets	\$ 11,761,618	\$ 7,479,651
Property and Equipment		
Property Plant and Equipment	\$ 1,341,271	\$ 1,314,109
Accumulated Depreciation	(1,094,526)	(994,542)
Total Property and Equipment	\$ 246,745	\$ 319,567
Other Assets		
Security Deposits	\$ 20,684	\$ 20,684
Intangibles	1,965,596	1,100,140
Goodwill	7,110,415	10,047,065
Total Other Assets	\$ 9,096,695	\$ 11,167,889
Total Assets	\$ 21,105,058	\$ 18,967,107

The accompanying notes are an integral part of these financial statements

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

	Successor	Predecessor
	<u>September 27, 2009</u>	<u>September 28, 2008</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts Payable	\$ 2,497,322	\$ 1,821,534
Accrued Expenses	671,045	798,974
Accrued Warranties	81,530	227,000
Accrued Contract Losses	1,348,060	821,885
Loans Payable	-	373,974
Income Tax Payable	-	4,425
Total Current Liabilities	\$ 4,597,957	\$ 4,047,792
Other Liabilities		
Note Payable	-	\$ 2,000,000
Accrued Interest on Note	-	336,148
Due to Parent	-	4,300,151
Total Other Liabilities	\$ -	\$ 6,636,299
Total Liabilities	\$ 4,597,957	\$ 10,684,091
Stockholders' Equity		
Optex Systems Holdings, Inc. – (par \$0.001, 200,000,000 authorized, 139,444,940 shares issued and outstanding as of September 27, 2009)	\$ 139,445	
Optex Systems Holdings, Inc. Preferred Stock (\$0.001 par 5,000 authorized, 1027 series A preferred issued and outstanding)	1	
Optex Systems, Inc. – Texas Common Stock (no par 100,000 authorized, 18,870 shares issued and 10,000 shares outstanding)		164,834
Optex Systems, Inc. – Texas Treasury Stock (8,870 shares at cost)	-	(1,217,400)
Additional Paid-in-capital	16,643,388	15,246,282
Retained Earnings (Deficit)	(275,733)	(5,910,700)
Total Stockholders' Equity	\$ 16,507,101	\$ 8,283,016
Total Liabilities and Stockholders' Equity	\$ 21,105,058	\$ 18,967,107

The accompanying notes are an integral part of these financial statements

Optex Systems Holdings, Inc.
(formerly known as Sustut Exploration, Inc.)
Consolidated Statements of Operations

	Successor	Predecessor	Predecessor
	For the period October 15, 2008 through September 27, 2009	For the period September 29, 2008 through October 14, 2008	Twelve Months ended September 28, 2008
Revenues	\$ 26,708,799	\$ 871,938	\$ 20,017,209
Total Cost of Sales	24,073,449	739,868	18,164,019
Gross Margin	\$ 2,635,350	\$ 132,070	\$ 1,853,190
General and Administrative			
Salaries and Wages	\$ 644,861	\$ 22,028	\$ 910,854
Employee Benefits & Taxes	227,315	495	190,489
Employee Stock/Option Bonus Plan	39,528	(4,812)	378,716
Amortization of Intangible	404,634	-	223,491
Rent, Utilities and Building Maintenance	210,258	12,493	228,694
Investor Relations	203,696	-	-
Legal and Accounting Fees	434,309	360	223,715
Consulting and Contract Service Fees	220,090	10,527	325,723
Travel Expenses	47,595	-	135,821
Corporate Allocations	-	-	2,076,184
Board of Director Fees	125,000	-	-
Asset Impairment of Goodwill	-	-	1,586,416
Other Expenses	282,136	16,155	227,336
Total General and Administrative	\$ 2,839,422	\$ 57,246	\$ 6,507,440
Operating Income (Loss)	\$ (204,072)	\$ 74,824	\$ (4,654,251)
Other Expenses			
Other Income and Expense	\$ -	\$ -	\$ (507)
Interest (Income) Expense - Net	170,078	9,492	199,753
Total Other	\$ 170,078	\$ 9,492	\$ 199,246
Income (Loss) Before Taxes	\$ (374,150)	\$ 65,332	\$ (4,853,496)
Income Taxes (Benefit)	(284,663)	-	(21,544)
Net Income (Loss) After Taxes	\$ (89,487)	\$ 65,332	\$ (4,831,952)
Less preferred stock dividend	\$ (186,246)	\$ -	\$ -
Net income (loss) applicable to common shareholders	\$ (275,733)	\$ 65,332	\$ (4,831,952)
Basic and diluted earnings (loss) per share	\$ (0.00)	\$ 6.53	\$ (483.20)
Weighted Average Common Shares Outstanding	126,290,753	10,000	10,000

The accompanying notes are an integral part of these financial statements

Optex Systems Holdings, Inc.
(formerly known as Sustut Exploration, Inc.)
Consolidated Statements of Cash Flows

	Successor	Predecessor	Predecessor
	For the period October 15, 2008 through September 27, 2009	For the period September 29, 2008 through October 14, 2008	Year ended September 28, 2008
Cash flows from operating activities:			
Net Income (Loss)	\$ (89,487)	\$ 65,332	\$ (4,831,952)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:			
Depreciation and amortization	2,161,486	9,691	760,801
Provision for (use of) allowance for inventory valuation	(146,266)	27,363	(102,579)
Noncash interest expense	159,780	9,500	200,000
(Gain) loss on disposal and impairment of assets	-	-	1,586,416
Stock Option Compensation Expense	39,528	-	-
(Increase) decrease in accounts receivable	(397,996)	1,049,802	(410,602)
(Increase) decrease in inventory (net of progress billed)	(2,483,686)	(863,566)	1,667,418
(Increase) decrease in other current assets	196,633	18,541	(290,435)
(Increase) decrease in deferred tax asset	(711,177)	-	-
Increase (decrease) in accounts payable and accrued expenses	733,453	(186,051)	(1,132,319)
Increase (decrease) in accrued warranty costs	(145,470)	-	227,000
Increase (decrease) in due to parent	-	1,428	2,312,280
Increase (decrease) in accrued estimated loss on contracts	541,479	(15,304)	(555,462)
Increase (decrease) in income taxes payable	-	-	(21,544)
Total adjustments	\$ (52,236)	\$ 51,404	\$ 4,240,974
Net cash (used in) provided by operating activities	\$ (141,723)	\$ 116,736	\$ (590,978)
Cash flows from investing activities:			
Cash Received through Optex Systems, Inc. (Texas) acquisition	\$ 253,581	\$ -	\$ -
Purchased of property and equipment	(13,824)	(13,338)	(117,566)
Net cash (used in) provided by investing activities	\$ 239,757	\$ (13,338)	\$ (117,566)
Cash flows from financing activities:			
Issuance of common stock for cash	\$ 1,024,529	\$ -	\$ -
Proceeds (to) from loans payable	(207,265)	(20,000)	373,974
Net cash (used in) provided by financing activities	\$ 817,264	\$ (20,000)	\$ 373,974
Net increase (decrease) in cash and cash equivalents	\$ 915,298	\$ 83,398	\$ (334,570)
Cash and cash equivalents at beginning of period	-	170,183	504,753
Cash and cash equivalents at end of period	\$ 915,298	\$ 253,581	\$ 170,183

The accompanying notes are an integral part of these financial statements

Optex Systems Holdings, Inc.
(formerly known as Sustut Exploration, Inc.)
Consolidated Statements of Cash Flows – continued

	Successor	Predecessor	Predecessor
	For the period October 15, 2008 through September 27, 2009	For the period September 29, 2008 through October 14, 2008	Year ended September 28, 2008
Noncash investing and financing activities:			
Optex Systems, Inc. (Delaware) (Successor) purchase of Optex Systems, Inc. (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	-	-
Issuance of Stock	\$ 9,000,000	-	-
Conversion of Debt to Series A Preferred Stock			
Additonal Paid in Capital (6,000,000 Debt Retirement plus accrued interest of \$159,780)	\$ 6,159,780	-	-
Issuance of Common shares in exchange for Investor Relations Services			
Prepaid Expenses (1,030,000 shares issued at .001 par)	\$ 226,500	-	-
Supplemental cash flow information:			
Cash paid for interest	\$ 10,290	-	-
Cash paid for taxes	\$ 488,799	-	-

The accompanying notes are an integral part of these financial statements

Optex Systems Holdings, Inc.
(formerly known as Sustut Exploration, Inc.)
Consolidated Statement of Stockholders' Equity

	<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>
Predecessor Entity								
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>
Successor Entity								
Balance at October 15, 2008	-	-	-	-	-	-	-	-
Issuance of Common Stock (1)	113,333,282	-	\$ 113,333	\$ -	\$ -	\$ 8,886,667	\$ -	\$ 9,000,000
Cancellation of Investor Relations Stock	(700,000)		(700)			(104,300)		(105,000)
Investor Relations Common Stock Issued	480,000		480			143,520		144,000
Issuance of Common Stock	750,000		750			149,250		150,000
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	17,449,991		17,450			170,050		187,500
Stock Option Compensation Expense		-	-	-	-	39,528	-	39,528
Private Placement Sale of Stock	8,131,667	-	8,132	-	-	1,012,647	-	1,020,779
Accumulated Dividends on Preferred Stock						186,246	(186,246)	-
Net Earnings (Loss) from continuing operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(89,487)</u>	<u>(89,487)</u>
Balance at September 27, 2009	<u>139,444,940</u>	<u>1,027</u>	<u>\$ 139,445</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 16,643,388</u>	<u>\$ (275,733)</u>	<u>\$ 16,507,101</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.

Note 1 - Organization and Operations

On March 30, 2009, Optex Systems Holdings, Inc., (formerly known as Sustut Exploration, Inc.), a Delaware corporation, along with Optex Systems, Inc., a privately held Delaware corporation, which is a wholly-owned subsidiary of Optex Systems Holdings, also known as Successor, entered into a reorganization agreement and plan of reorganization, pursuant to which Optex Systems, Inc. (Delaware) was acquired by Optex Systems Holdings in a share exchange transaction. Optex Systems Holdings became the surviving corporation. At the closing, Optex Systems Holdings 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 Corporation, Longview Fund, L.P. and Alpha Capital Anstalt, formed Optex Systems, Inc. (Delaware), which acquired all of the assets and assumed certain liabilities of Optex Systems, Inc., a Texas corporation and wholly-owned subsidiary of Irvine Sensors Corporation, also known as Predecessor, in a transaction that was consummated via purchase at a public auction. Following this asset purchase, Optex Systems, Inc. (Texas) remained a wholly-owned subsidiary of Irvine Sensors Corporation.

In accordance with FASB ASC 805 (Prior authoritative literature: SFAS No. 141(R), *Business Combinations* and EITF 98-3 "Determining Whether a Non-monetary Transaction Involves Receipt of Productive Assets or of a Business") Optex Systems, Inc. (Delaware)'s purchase of substantially all of the assets and assumption of certain liabilities represented the acquisition of a business. FASB ASC 805 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 Systems, Inc. (Delaware) obtained the inputs and processes necessary for normal operations.

Optex Systems, Inc. (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 Irvine Sensors Corporation, and Optex Systems, Inc. (Texas) was automatically converted to a Subchapter "C" Corporation. On December 29, 2006, the remaining 30% equity interest in Optex Systems, Inc. (Texas) was purchased by Irvine Sensors Corporation.

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

Optex Systems, Inc. (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 Optex Systems Holdings. Sileas is the majority owner (parent) of Optex Systems Holdings owning 73.52% of Optex Systems Holdings. Optex Systems Holdings plans to carry on the business of Optex Systems, Inc. (Delaware) as its sole line of business and all of Optex Systems Holdings' operations are conducted by and through its wholly-owned subsidiary, Optex Systems, Inc. (Delaware). Accordingly, in subsequent periods the financial statements presented will be those of the accounting acquirer. The financial statements of Optex Systems Holdings represent subsidiary statements and do not include the accounts of its majority owner.

Optex Systems Holdings' operations are based in Richardson, Texas in a leased facility comprising 49,100 square feet. As of September 27, 2009, Optex Systems Holdings operated with 107 full-time equivalent employees.

Optex Systems Holdings 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. Optex Systems Holdings also manufactures and delivers numerous periscope configurations, rifle and surveillance sights and night vision optical assemblies. Optex Systems Holdings' 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, Optex Systems Holdings' ISO certification status was upgraded from 9001:2000 to 9001:2008 bringing Optex Systems Holdings 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 Optex Systems Holdings and its wholly-owned subsidiary, Optex Systems, Inc. (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 Systems, Inc. (Delaware), the accounting acquirer in the Sustut reorganization and the Successor in the October 14, 2008 Optex Systems, Inc. (Texas) asset purchase transaction, for the period from October 15, 2008 through September 27, 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 Systems, Inc. (Texas), Predecessor.

The accompanying financial statements for the balance sheet as of September 28, 2008 and the results of operations and cash flows for the period ending September 28, 2008 include the historical accounts of Optex Systems, Inc. (Texas). These 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 Systems, Inc. (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 Systems, Inc. (Texas) accounts have been presented on the basis of push down accounting in accordance with FASB ASC 805-50-S99 (Prior authoritative literature: Staff Accounting Bulletin No. 54 *Application of "Push Down" Basis of Accounting in Financial Statements of Subsidiaries Acquired by Purchase*). FASB ASC 805-50-S99 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 Systems, Inc. (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 Optex Systems Holdings.

Upon completing the business combination with Sustut on March 30, 2009, Optex Systems Holdings elected to change its fiscal year to match that of Optex Systems, Inc. (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.

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 Systems Holdings, Inc. 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's fiscal year ends on the Sunday nearest September 30. Fiscal year 2009 ended on September 27, 2009 and included 52 weeks. Fiscal year 2008 ended on September 28, 2008 and included 52 weeks.

Fair Value of Financial Instruments: FASB ASC 825-10 (Prior authoritative literature: 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 27, 2009 and September 28, 2008. The carrying value of the balance sheet financial instruments included in Optex Systems, Inc. (Texas)'s consolidated financial statements approximated their fair values.

Cash and Cash Equivalents: For financial statement presentation purposes, Optex 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'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.

Optex revenues and accounts receivables are derived from sales to U.S. government agencies (51%), General Dynamics (46%) or other prime government contractors (3%). Optex does not believe that this concentration results in undue credit risk because of the financial strength of the payees.

Accounts Receivable: Optex 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 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 has concluded that there is no need for an allowance for doubtful accounts for the years ended September 27, 2009 and September 28, 2008. Optex charges uncollectible accounts to bad debt expense in the period as they are first deemed uncollectible. In 2009, Optex Systems Holdings recorded \$35,297 in bad debt expense attributable to one customer that went out of business.

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 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 September 27, 2009, and September 28, 2008 inventory included:

	Successor As of <u>September 27, 2009</u>	Predecessor As of <u>September 28, 2008</u>
Raw Materials	\$ 7,161,241	\$ 5,575,520
Work in Process	4,043,308	4,199,657
Finished Goods	245,056	28,014
Gross Inventory	\$ 11,449,605	\$ 9,803,191
Less:		
Unliquidated Progress Payments	(2,880,898)	(4,581,736)
Inventory Reserves	(554,826)	(673,729)
Net Inventory	\$ 8,013,881	\$ 4,547,726

Warranty Costs: Some of Optex Systems Holdings' customers require that the company warrant the quality of its products to meet customer requirements and be free of defects for up to fifteen months subsequent to delivery.. In the year ended September 27, 2009, Optex Systems Holdings, Inc. recognized income of \$145,470 for unrecognized warranty costs due to an improvement in the warranty experience rate related to warranties expiring in fiscal 2009. In the year ended September 28, 2008, Optex Systems, Inc. (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 repair or replacement, in addition to estimated future warranty costs for covered 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 warranty covered sales.

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 4 and 11). Optex Systems Holdings 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. The performance of the test involves a two-step process. The first step of the impairment test involves comparing the fair values of the applicable reporting units with their aggregate carrying values, including goodwill. We generally determine the fair value of our reporting units using the income approach methodology of valuation that includes the discounted cash flow method as well as other generally accepted valuation methodologies, which requires significant judgment by management. If the carrying amount of a reporting unit exceeds the reporting unit's fair value, we perform the second step of the goodwill impairment test to determine the amount of impairment loss. The second step of the goodwill impairment test involves comparing the implied fair value of the affected reporting unit's goodwill with the carrying value of that goodwill. These impairment tests may result in impairment charges that could have a material adverse impact on our results of operations. The goodwill of Optex Systems Holdings, Inc. was reviewed as of September 27, 2009 and based on the assessment, it was determined that no impairment was required.

Optex 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 27, 2009 derived from the acquisition of Optex Systems, Inc. (Delaware) from Irvine Sensors as of October 14, 2008 and consisted of customer backlog, with initial useful lives ranging from one to five years. (See note 4 and 11). The identified amortizable intangible assets at September 28, 2008 derived from the acquisition of Optex Systems, Inc. (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 4 and 11).

Intangible assets with indefinite lives are tested annually for impairment, during the fiscal fourth 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 Systems Holdings adopted the provisions of FASB ASC 360-10 (Prior authoritative literature 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 Holdings recognizes revenue based on the modified percentage of completion method utilizing the units-of-delivery method, in accordance with FASB ASC 605-35 (Prior authoritative literature: SOP 81-1 “Accounting for Performance of Construction-Type and certain Production –Type Contracts”):

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 Systems Holdings contracts are fixed price production type contracts whereby a defined order quantity is delivered to the customer during a continuous or sequential production process tailored to the buyer's specifications (build to print). Optex Systems Holdings' 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 Systems Holdings 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. Estimates at completion include Optex Systems Holdings' 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 estimate at completion 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 estimate at completion 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 estimates at completion of the particular contract or product order.

For the fiscal years ended September 27, 2009 and September 28, 2008, estimated loss reserves were \$1,348,060 and \$821,885, respectively. Increases in estimated loss reserves from fiscal 2008 to fiscal 2009 of \$526,175 were primarily attributable to unanticipated increases in material and production costs encountered in 2009 due to manufacturing issues on our U.S. government Howitzer programs.

Government Contracts: Virtually all of Optex Systems Holdings' contracts are prime or subcontracted directly with the Federal government and as such, are subject to Federal Acquisition Regulation (Federal Acquisition Regulation) Subpart 49.5, “Contract Termination Clauses” and more specifically Federal Acquisition Regulation 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 prime military contracts and are generally, “flowed down” to Optex Systems Holdings as subcontractors on other military business. It has been Optex Systems Holdings' experience that the termination for convenience is rarely invoked, except where it has been mutually beneficial for both parties. Optex Systems Holdings is not currently aware of any pending terminations for convenience or default on its existing contracts.

In the event a termination for convenience were to occur, these Federal Acquisition Regulation 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 Systems Holdings could be liable for any excess cost incurred by the government to acquire supplies from another supplier similar to those terminated from Optex Systems Holdings. Optex Systems Holdings 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 Federal Acquisition Regulation clause 52.249-8. In addition, the government may require Optex Systems Holdings 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 that Optex Systems Holdings 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 Systems Holdings 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 Federal Acquisition Regulation Disputes clause 52.233-1.

In some cases, Optex Systems Holdings 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 27, 2009 and September 28, 2008 zero and approximately \$4.0 million of booked orders fell under this criteria. Optex Systems Holdings’ experience has been that the historically negotiated price differentials have been immaterial and accordingly, it does 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.

Stock-Based Compensation: In December 2004, FASB issued FASB ASC 718 (Prior authoritative literature: SFAS No. 123R, “Share-Based Payment”). FASB ASC 718 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. FASB ASC 718 focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. FASB ASC 718 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.

Optex Systems Holdings’ accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of FASB ASC 505-50 (Prior authoritative literature: 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 FASB ASC 718

Income Tax/Deferred Tax: FASB ASC 740 (Prior Authoritative Literature: SFAS No. 109, “Accounting for Income Taxes”), requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on differing treatment of items for financial reporting and income tax reporting purposes. The deferred tax balances are adjusted to reflect tax rates by tax jurisdiction, based on currently enacted tax laws, which will be in effect in the years in which the temporary differences are expected to reverse. Optex Systems Holdings has recognized deferred income tax benefits on net operating loss carry-forwards to the extent Optex Systems Holdings believes it will be able to utilize them in future tax filings.

Earnings 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 common share gives effect to the assumed exercise of stock options when dilutive. 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. It also assumes that outstanding common shares were increased by shares issuable upon exercise of those stock options for which market price exceeds the exercise price, less shares which could have been purchased by us with the related proceeds. In period of losses, diluted loss per share is computed on the same basis as basic loss per share as the inclusion of any other potential shares outstanding would be anti-dilutive.

If Optex Systems Holdings had recorded income applicable to common shareholders for the period October 15, 2008 through September 27, 2009, weighted average number of common shares outstanding would have increased by 42,570,745 shares, reflecting the addition of dilutive securities in the calculation of diluted earnings per share. There were no dilutive convertible securities for the 2008 fiscal year.

Note 3 - Recent Accounting Pronouncements

In June 2008, FASB issued FASB ASC 260-10-55 (Prior authoritative literature: FASB Staff Position EITF 03-6-1, "*Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities*"). FASB ASC 260-10-55 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, and we will need to calculate basic earnings per share using the "two-class method." Restricted stock is currently included in our dilutive earnings per share calculation using the treasury stock method. The two-class method of computing earnings per share is an earnings allocation formula that determines earnings per share for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. FASB ASC 260-10-55 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 Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ending October 3, 2010. Optex Systems Holdings does not expect adoption of FASB ASC 260-10-55 to have a material effect on Optex Systems Holdings' financial statements.

In May 2009, FASB issued FASB ASC 855-10 (Prior authoritative literature: SFAS No. 165, "*Subsequent Events*"). FASB ASC 855-10 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. FASB ASC 855-10 is effective for financial statements issued for fiscal years and interim periods ending after June 15, 2009. As such, Optex Systems Holdings adopted these provisions at the beginning of the interim period ended June 28, 2009. Adoption of FASB ASC 855-10 did not have a material effect on Optex Systems Holdings' financial statements.

In June 2009, FASB issued ASC 105-10 (Prior authoritative literature: SFAS No. 168, "*The FASB Accounting Standards Codification TM and the Hierarchy of Generally Accepted Accounting Principles - a replacement of FASB Statement No. 162*"). FASB ASC 105-10 establishes the FASB Accounting Standards Codification TM (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. FASB ASC 105-10 is effective for financial statements issued for fiscal years and interim periods ending after September 15, 2009. As such, Optex Systems Holdings is required to adopt these provisions at the beginning of the interim period ending September 27, 2009. Adoption of FASB ASC 105-10 did not have a material effect on Optex Systems Holding's financial statements.

In June 2006, FASB issued FASB ASC 740-10 (Prior authoritative literature: FASB 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* ". FASB ASC 740-10 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. FASB ASC 740-10 is effective for fiscal years beginning after December 15, 2006. The adoption of FASB ASC 740-10 did not have a material impact on Optex Systems Holdings' financial position, results of operations, or cash flows.

In September 2006, the FASB issued FASB ASC 820-10 (Prior authoritative literature: FASB Statement 157, “*Fair Value Measurements*”). FASB ASC 820-10 defines fair value, establishes a framework for measuring fair value under GAAP and expands disclosures about fair value measurements. FASB ASC 820-10 applies under other accounting pronouncements that require or permit fair value measurements. Accordingly, FASB ASC 820-10 does not require any new fair value measurements. However, for some entities, the application of FASB ASC 820-10 will change current practice. The changes to current practice resulting from the application of FASB ASC 820-10 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 ASC 820-10 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 ASC 820-10 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In February 2007, FASB ASC 825-10 (Prior authoritative literature: 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 were effective as of the beginning of fiscal year 2008, with early adoption permitted. The adoption of FASB ASC 825-10 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In March 2007, FASB ASC 715-60 (Prior authoritative literature: EITF Issue No. 06-10, “*Accounting for Collateral Assignment Split-Dollar Life Insurance Agreements*”). FASB ASC 715-60 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. FASB ASC 715-60 is effective for fiscal years beginning after December 15, 2007. The adoption of FASB ASC 715-60 did not have a material impact on Optex Systems Holdings’ financial position, results of operations, or cash flows.

In December 2007, FASB issued FASB ASC 805 (Prior authoritative literature: SFAS No. 141(R), “*Business Combinations*”) and FASB ASC 810-10-65 (Prior authoritative literature: 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. FASB ASC 805 and FASB ASC 810-10-65 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 Systems Holdings is currently evaluating the impact of adopting FASB ASC 805 and FASB ASC 810-10-65 on its financial statements.

In December 2007, the SEC issued FASB ASC 718-10-S99-1 (Prior authoritative literature: Staff Accounting Bulletin No. 110). FASB ASC 718-10-S99-1 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. FASB ASC 718-10-S99-1 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 Systems Holdings does not have any outstanding stock options issued before December 31, 2007.

In March 2008, FASB issued FASB ASC 815-10 (Prior authoritative literature: SFAS No. 161, “*Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133*”). FASB ASC 815-10 requires enhanced disclosures about an entity’s derivative and hedging activities. FASB ASC 815-10 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 with early application encouraged. As such, Optex Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ended September 27, 2009. The adoption of FASB ASC 815-10 did not have a material impact Optex Systems Holdings’ financial position, results of operations, or cash flows.

In May 2008, FASB issued FASB ASC 944 (Prior authoritative literature: SFAS No. 163, "Accounting for Financial Guarantee Insurance Contracts—an interpretation of FASB Statement No. 60"). FASB ASC 944 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. FASB ASC 944 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 Systems Holdings is required to adopt these provisions at the beginning of the fiscal year ended September 30, 2011. Optex Systems Holdings is currently evaluating the impact of FASB ASC 944 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 Systems, Inc. (Texas)

Acquisition of Assets of Optex Systems, Inc. (Texas) by Optex Systems, Inc. (Delaware) on October 14, 2008

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

Optex Systems, Inc. (Delaware) purchased all of the assets of Optex Systems, Inc. (Texas), including: intellectual property, production processes and know-how, and outstanding contracts and customer relationships. Optex Systems, Inc. (Delaware) also assumed certain liabilities of Optex Systems, Inc. (Texas) consisting of accounts payable and accrued liabilities. Optex Systems Holdings' 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 Optex Systems Holdings' working capital availability as opposed to the limited working capital that was available during the time period in which the assets were owned by Irvine Sensors Corporation.

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

Secured Promissory Note Issued in Connection with Purchase by Optex Systems, Inc. (Delaware) (Successor)

In connection with the public sale of the Optex Systems, Inc. (Texas) (Predecessor) assets to Optex Systems, Inc. (Delaware) (Successor), Optex Systems, Inc. (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 Systems, Inc. (Delaware) promissory note to Sileas, as described below. On March 27, 2009, Sileas and Alpha exchanged their Notes plus accrued and unpaid interest of \$159,780 for 1,027 shares of Optex Systems, Inc. (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 Systems, Inc. (Delaware). Currently, Sileas is the majority owner of Optex Systems Holdings.

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 Optex Systems Holdings 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 Optex Systems Holdings 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 such a major transaction occurs prior to the maturity date resulting in the Sileas receiving net consideration with a fair market value in excess of the principal and interest due under the terms of the 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 Optex Systems Holdings' 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.

Optex Systems Holdings has not guaranteed the note and Longview is not entitled to pursue Optex Systems Holdings in the event of a default by Sileas. Therefore, there are no actual or potential cash flow commitments from Optex Systems Holdings. In the event of default by Sileas on its obligations under the note, Longview would only be entitled to receive the Optex Systems Holdings 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 Systems, Inc. (Delaware) exchanged their shares of common stock with the shares of common stock of Optex Systems Holdings as follows: (i) the outstanding 85,000,000 shares of Optex Systems, Inc. (Delaware) common stock were exchanged by Optex Systems Holdings for 113,333,282 shares of Optex Systems Holdings common stock, (ii) the outstanding 1,027 shares of Optex Systems, Inc. (Delaware) Series A preferred stock were exchanged by Optex Systems Holdings for 1,027 shares of Optex Systems Holdings Series A preferred stock and (iii) the 8,131,667 shares of Optex Systems, Inc. (Delaware) common stock purchased in the private placement were exchanged by Optex Systems Holdings for 8,131,667 shares of Optex Systems Holdings common stock. Following the reorganization, Optex Systems, Inc. (Delaware) remained a wholly-owned subsidiary of Optex Systems Holdings.

Shares outstanding of Optex Systems Holdings just prior to the closing of the reorganization consisted of 17,449,991 shares which included 1,250,000 shares issued on March 27, 2009 as payment for Investor Relations Services. On June 29, 2009, 700,000 of the issued investor relations shares were surrendered to Optex Systems Holdings and cancelled upon termination of one of the Investor Relations contracts.

Private Placement

Prior to the closing of the reorganization agreement, as of March 30, 2009, Optex Systems, Inc. (Delaware) accepted subscriptions from accredited investors for a total of 27.1 units, for \$45,000 per unit, with each unit consisting of 300,000 shares of common stock, of Optex Systems, Inc. (Delaware) 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 Optex Systems, Inc. (Delaware) after the closing referenced above. Gross proceeds to Optex Systems, Inc. (Delaware) 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

	Unaudited Quarter Ended March 29, 2009	Reorganization Adjustments (1)	Private Placement Adjustments	Unaudited Quarter Ended March 29, 2009
Assets				
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>
Total Assets	\$ 19,302,861	\$ 187,500	\$ 929,738	\$ 20,420,099
Liabilities				
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>
Total Liabilities	\$ 4,563,112	\$ -	\$ (91,041)	\$ 4,472,071
Equity				
Optex Systems Holdings, Inc. – (par \$0.001 per share, 200,000,000 shares authorized, 138,914,940 shares issued and outstanding as of March 29, 2009)	113,333	17,450	8,132	138,915
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	170,050	1,012,647	16,229,143
Retained Earnings	<u>(420,031)</u>	<u>-</u>	<u>-</u>	<u>(420,031)</u>
Total Stockholders Equity	\$ 14,739,749	\$ 187,500	\$ 1,020,779	\$ 15,948,028
Total Liabilities and Stockholders Equity	\$ 19,302,861	\$ 187,500	\$ 929,738	\$ 20,420,099

(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 issuance of 1,250,000 Sustut shares by Sustut prior to March 30, 2009. The original prepaid expense covered April 2009 through April 2010. On June 29, 2009 700,000 of these shares were returned to Optex Systems Holdings due to the cancellation of one of the investor relations agreements. The amortized expense related to the remaining 550,000 shares has been reflected on the Consolidated Statement of Operations for Optex Systems Holdings as expensed.

The expenses reflected by Optex Systems Holdings on its Statement of Operations were increased by \$63,750 for fiscal year 2009 and are expected to increase for 2010 by \$18,750 (as a non-cash expense) as a result of the issuance of the 1,250,000 shares for Investor Relations Services by Sustut and subsequent return of 700,000 shares to Optex Systems Holdings and are carried on the Optex Systems Holdings' Balance Sheet as a prepaid expense. The same Investor Relations agreements also called for an aggregate cash payment \$36,000 for 2009. Therefore, the total pre-tax impact of the agreements for Investor Relations Services was \$99,750 for fiscal 2009 including both the cash expense and the amortization of the prepaid expense which is carried on the Condensed Consolidated Balance Sheet of Optex Systems Holdings.

The accompanying unaudited pro forma financial information for the consolidated successor and predecessor year ended September 27, 2009 and successor year ended September 28, 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 fiscal years ended September 27, 2009 and September 28, 2008 as if the acquisition of Optex Systems, Inc. (Texas) and the reorganization had occurred on the first day of each of the fiscal years.

	Unaudited, Pro forma Years Ended	
	September 27, 2009	September 28, 2008
Revenues	\$ 27,580,737	\$ 20,017,209
Net Income (Loss) applicable to common shareholders	\$ (\$362,149)	\$ (4,461,601)
Diluted earnings per share	\$ (0.00)	\$ (0.03)
<i>Weighted Average Shares Outstanding</i>	<i>139,045,625</i>	<i>138,914,940</i>

The unaudited, pro forma information depicted above reflect the impacts of reduced interest expense, increased intangible amortization expenses, the elimination of corporate allocation costs from Irvine Sensors Corporation and the elimination of employee stock bonus compensation previously allocated from Irvine Sensors Corporation to reflect the costs of the ongoing entity. 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 Irvine Sensors Corporation.

Note 6 - Property and Equipment

A summary of property and equipment at September 27, 2009 and September 28, 2008 is as follows:

		Successor Year Ended September 27, 2009	Predecessor Year Ended September 28, 2008
Property and Equipment	Estimated Useful Life		
Furniture and Equipment	3-5yrs	\$ 159,724	\$ 145,071
Machinery and Equipment	5 yrs	1,034,440	1,026,250
Leasehold Improvements	7 yrs	147,107	142,788
Less: Accumulated Depreciation		(1,094,526)	(994,542)
Net Property & Equipment		\$ 246,745	\$ 319,567
Depreciation Expense		\$ 99,984	\$ 164,434

Depreciation expense included in cost of goods sold and general and administrative expense for fiscal 2009 is \$61,628 and \$38,356 respectively. Depreciation expense included in cost of goods sold and general and administrative expense for fiscal 2008 is \$104,837 and 59,597, respectively.

Note 7 – Accrued Liabilities

The components of accrued liabilities for years ended September 27, 2009 and September 28, 2008 are summarized below:

	Successor Year Ended September 27, 2009	Predecessor Year Ended September 28, 2008
Customer Advance Payments	\$ 80,753	\$ -
Deferred Rent Expense	27,860	84,435
Accrued Vacation	153,291	94,311
Property Taxes	17,532	17,557
Contract Settlement	-	351,217
Franchise Taxes	5,100	-
Operating Expenses	244,884	128,717
Payroll & Payroll Related	141,625	122,737
Total Accrued Expenses	\$ 671,045	\$ 798,974

Contract Settlement Costs represent amounts due to the U.S. 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 Systems, Inc. (Texas) settled the contract overpayment with the customer in 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 8 - Commitments and Contingencies

Leases

As of September 27, 2009 Optex Systems Holdings leased 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. Optex Systems Holdings concluded negotiations on a new lease on the existing facilities effective as of January 4, 2010 (see subsequent events). Total expenses under the existing facility lease agreements as of the fiscal year ended September 27, 2009 was \$309,693. Total expenses for manufacturing and office equipment for fiscal year ended 2009 was \$2,726. Total expenses under these facility lease agreements for the fiscal year ended September 28, 2008 was \$313,032 and total expenses for manufacturing and office equipment was \$21,830.

At September 27, 2009, the remaining minimum lease payments under the non-cancelable operating leases for equipment, office and facility space were as follows:

	Operating Leases
Fiscal year	
2010	\$ 79,867
2011	16,753
2012	-
2013	-
Thereafter	-
Total minimum lease payments	\$ 96,620

Note 9 - Transactions with a Related Party

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

The estimated total General and Administrative expenses assuming Optex Systems, Inc. (Texas) was operated on a stand alone basis during the 2008 fiscal year are:

	Year- Ended September 28, 2008
Accounting & Auditing Fees	\$ 250,000
Legal Fees	60,000
Consulting Fees	60,000
Workers Comp & General Insurance	70,000
Total	\$ 440,000

As a result of the purchase of Optex Systems, Inc. (Texas) on October 14, 2008, these general and administrative costs were incurred and paid directly by Optex Systems, Inc. (Delaware) for the 2009 fiscal year, and have been reflected in the financial statements.

Due to Parent (Irvine Sensors Corporation): Due to Parent relates to expenses of Optex Systems, Inc. (Texas) incurred by or shared with Irvine Sensors and pushed down to Optex Systems, Inc. (Texas) through an intercompany payable account, "Due to Parent," during the fiscal year ended September 28, 2008. The ending balance as of September 28, 2008 represents the cumulative expenses incurred, net of any cash transfers made to/from Irvine Sensors since inception in January 2006. Significant amounts charged through this account include Irvine Sensors corporate cost allocations, legal expenses, accounting and audit fees, travel expenses, consulting fees, and insurance costs. As a result of the asset purchase on October 14, 2008 the balance was eliminated and no longer applicable to Optex Systems, Inc. (Texas) during the 2009 fiscal year.

Note 10 - Debt Financing

Related Parties

Note Payable/Timothy Looney - In January 2007, Irvine Sensors Corporation amended its earn-out agreement with Timothy Looney in consideration for Mr. Looney providing Optex Systems, Inc. (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 27, 2009 or sixty days after retirement of Irvine Sensors Corporation's senior debt. Aggregate advances of \$2 million were provided to Optex Systems, Inc. (Texas) in January 2007 pursuant to the secured subordinated term note, and the advances and accrued interest were outstanding at September 28, 2008. This Note was secured by the assets of Optex Systems, Inc. (Texas), but was subordinated to the liens of Alpha and Longview that were secured by the assets of Irvine Sensors Corporation, including Optex Systems, Inc. (Texas), its wholly-owned subsidiary. Following the public sale of the assets of Optex Systems, Inc. (Texas) to Optex Systems, Inc. (Delaware) on October 14, 2008, the entire \$2,000,000 Note Payable with accrued interest of \$345,648 remained a liability of Optex Systems, Inc. (Texas) and as such is not included in the Optex Systems Holdings, Inc. fiscal 2009 financial statements.

Short Term Note Payable/Longview Fund - On September 23, 2008, Optex Systems, Inc. (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 the 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). In the year ended 2009, Optex Systems paid \$459 against the principle balance recorded interest expenses and paid \$7,557 as a result of the interest accrued on the note prior to its conversion to common stock.

Short term note payable (Qioptic) - On November 20, 2008, Optex Systems, Inc. (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 including accrued interest expense of \$2,733, as of March 29, 2009.

Note 11 – Intangible Assets and Goodwill

Fiscal year ended September 27, 2009

On October 14, 2008, in a purchase transaction that was consummated via public auction, Optex Systems, Inc. (Delaware) (Successor) purchased all of the assets of Optex Systems, Inc. (Texas) (Predecessor) in exchange for \$15 million of Irvine Sensors Corporation debt owned by it and the assumption of approximately \$3.8 million of certain Optex Systems, Inc. (Texas) liabilities (see Note 4). Optex Systems, Inc. (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 Optex Systems Holdings as of October 14, 2008 as follows:

Assets:	
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>
Total assets	\$ 18,822,013
Liabilities:	
Current liabilities, consisting of accounts payable of \$1,953,833 and accrued liabilities of \$1,868,180	<u>3,822,013</u>
Acquired net assets	\$ 15,000,000

Goodwill was tested for impairment as of September 27, 2009 using a fair value approach and based on the review no impairment was required.

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

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

The amortization of identifiable intangible assets associated with the Optex Systems Inc. (Texas) acquisition on October 14, 2008 expensed for fiscal year 2009 was \$2,071,194. The expenses split between manufacturing cost of sales and general and administrative cost were \$1,666,558 and \$404,635, respectively. The identifiable intangible assets and recorded goodwill are amortized over five years for book purposes and is deductible over 15 years for income tax purposes.. As of the year ended September 27, 2009, the total unamortized balance of intangible assets was \$1,965,596. The amortizable intangible assets were tested for impairment as of September 27, 2009 based on undiscounted cash flows and no impairment was required.

Identifiable intangible assets primarily consist of customer and program backlog. The remaining unamortized balance of intangible assets will be amortized between general and administrative expenses and costs of sales over their remaining respective estimated useful lives as follows:

		2010	2011	2012	2013
Contracted backlog amortized by delivery schedule	COS	\$ 718,290	\$ 126,158	\$ 19,614	\$ 4,762
Contracted backlog amortized by delivery schedule	G&A	64,646	11,354	1,765	427
Program backlog amortized straight line across 5 years	G&A	<u>254,645</u>	<u>254,645</u>	<u>254,645</u>	<u>254,645</u>
Total Amortization by Year		\$ 1,037,581	\$ 392,157	\$ 276,024	\$ 259,834

Fiscal year ended September 28, 2008

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

Optex Systems, Inc. (Texas) 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 Systems, Inc. (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 Systems, Inc. (Texas) by Irvine Sensors Corporation. The excess of the purchase price over such values is presented as goodwill in the accompanying balance sheet for the fiscal year ended September 28, 2008.

Assets:	
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
Total assets	<u>11,705,400</u>
Liabilities:	
Current liabilities, consisting of accounts payable of \$1,638,600, tax liabilities of \$112,800 and accrued liabilities of \$682,100	2,433,481
Acquired net assets	<u>9,271,919</u>
Purchase price	
Total consideration to seller	\$ 19,865,400
Direct acquisition costs	<u>1,040,000</u>
	<u>20,905,400</u>
Excess purchase price reported as goodwill	<u>\$11,633,481</u>

Goodwill related to the Irvine Sensors Corporation acquisition of Optex Systems, Inc. (Texas) 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 Systems, Inc. (Texas) and the goodwill was based upon the most recent value of Optex Systems, Inc. (Texas) as determined by the asset sale via public auction to third party purchasers on October 14, 2008.

Identifiable intangible assets as of September 28, 2008 included non-competition agreements and customer backlog, and were amortized over their respective estimated useful lives as follows:

	<u>Useful Life in</u> <u>Years</u>	<u>Acquired</u> <u>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 Systems, Inc. (Texas) acquisition in fiscal 2008 was \$596,367. The identifiable intangible assets and recorded goodwill are deductible over 15 years for income tax purposes. As of the year ended September 28, 2008, the total unamortized balance of intangible assets was \$1,100,140.

The September 28, 2008 unamortized balance of intangible assets was 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
	Total	\$ 1,100,140

Note 12-Stock Based Compensation

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

Options granted under the 2009 Stock Option Plan vest as determined by the Board of Directors of Optex Systems Holdings or committee set up to act as a compensation committee of the Board of Directors and terminate after the earliest of the following events: (i) expiration of the option as provided in the option agreement, (ii) 90 days following the date of termination of the employee, or (iii) 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 Optex Systems Holdings 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. Optex Systems Holdings recognizes compensation expense ratably over the requisite service period.

The option price of each share of common stock is 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 will 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 Optex Systems Holdings' stock, will 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 Optex Systems Holdings 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 Optex Systems Holdings employees, including 250,000 shares to one 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, Optex Systems Holdings anticipates an annualized employee turnover rate of 3% per year, and as such anticipates that only 1,174,786 of the 1,267,000 shares will vest as of the end of the contract term. As of September 27, 2009 none of the stock options had vested and 14,000 shares had been forfeited due to employee turnover.

Optex Systems Holdings recorded compensation costs for options and shares granted under the plan amounting to \$39,528 for the fiscal year ended September 27, 2009. There were no stock options or shares granted or outstanding prior to September 28, 2008, therefore no compensation expense was recorded in fiscal 2008. The impact of this expense was immaterial to the basic and diluted net loss per share for the fiscal year ended September 27, 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 Optex Systems Holdings' common stock and the exercise price at the date of exercise. For the year ended September 27, 2009 estimated deferred tax assets related to option compensation costs were \$13,440 and have been recorded for the tax effect of the financial statement expense. There was no tax effect of the income tax deduction in excess of the financial statement expense for 2009 related to these stock options. 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-Sholes-Merton option pricing model. The fair value of the underlying shares was determined based on the opening price of Optex Systems Holdings' publicly-traded shares as of September 28, 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 FASB ASC 718-10-S99-1 (Prior authoritative literature: Question 6 of SAB Topic 14.D.1). In making this determination and trying to find another comparable company, Optex Systems Holdings considered the industry, stage of life cycle, size and financial leverage of such other entities. Based on the development stage of Optex Systems Holdings, similar companies with sufficient historical data were not available. Optex Systems Holdings utilized the three year volatility of the SPADE Defense Index, which is a diversified index of 58 companies in the same industry as Optex Systems Holdings. 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 grant. Optex Systems Holdings 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 and the assumption that Optex Systems Holdings does not presently have any intention of paying cash dividends on its common stock. The following weighted-average assumptions were utilized in the fair value calculations for options granted:

**Year ended
September 27, 2009**

Expected dividend yield	0%
Expected stock price volatility	23.6%
Risk-free interest rate (1)	2.8%-4.07%
Expected life of options	4.5 to 7 Years

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

Optex Systems Holdings has granted stock options to officers and employees as follows:

Date of Grant	Shares Granted	Exercise Price	Shares Outstanding As of 09/27/09	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	313,250	05/13/2016	05/14/2010
05/14/09	316,750	0.15	313,250	05/13/2016	05/14/2011
05/14/09	316,750	0.15	313,250	05/13/2016	05/14/2012
05/14/09	316,750	0.15	313,250	05/13/2016	05/14/2013
Total	2,681,649		2,667,649		

The following table summarizes the status of Optex Systems Holdings' 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
Outstanding as of September 28, 2008	-	\$ -	-	-
Granted – 2009	2,681,649	\$ 0.21	5.14	\$ 563,146
Forfeited – 2009	(14,000)	\$ 0.21	5.14	(2,940)
Exercised – 2009	-	\$ -	-	-
Outstanding as of September 27, 2009	2,667,649	\$ 0.21	5.14	\$ 560,206
Exercisable as of September 27, 2009	0	\$ -	-	\$ -

The weighted-average grant date fair value of options granted during the year ended September 27, 2009 was \$0.14. The total intrinsic value of options exercised during the year ended September 27, 2009 was \$0.

The following table summarizes the status of Optex Systems Holdings' 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
Non-vested as of September 27, 2009	-	\$ -
Non-vested granted — year ended September 27, 2009	2,681,649	\$ 0.14
Vested — year ended September 27, 2009	-	\$ 0.00
Forfeited — year ended September 27, 2009	(14,000)	\$ -
Non-vested as of September 29, 2009	2,667,649	\$ 0.14

As of September 27, 2009, the unrecognized compensation cost related to non-vested share based compensation arrangements granted under the plan that was approximately \$320,973. 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 ended September 27, 2009 was \$0.0.

Total stock-based compensation expense of Optex Systems, Inc. (Texas) (Predecessor) associated with Irvine Sensors Corporation stock grants during fiscal years 2009 and 2008 was (\$4,812) and \$378,716, respectively. These amounts were pushed down by Irvine Sensors Corporation and charged to general and administrative expense for 2009 and 2008.

For the fiscal year ended September 27, 2009, Optex Systems issued 480,000 shares of common stock at a market value of \$0.30 per share for a total \$144,000 and paid \$150,000 cash to a vendor in support of an investor relations agreement executed on June 29, 2009. Pursuant to the agreement, the shares are earned over the life of the contract at the rate of 40,000 shares per month through June 2010. During 2009, Optex Systems expensed \$36,000 for shares earned and the unamortized balance of shares issued against the contract is \$108,000 to be expensed in fiscal year 2010.

There were no stock options issued to Optex Systems, Inc. (Texas) employees or equity instruments issued to consultants and vendors in fiscal 2008.

Note 13 – Stockholders Equity

Common stock:

Optex Systems, Inc. (Texas) was authorized to issue 100,000 shares of no par common stock. At September 28, 2008 there were 18,870 shares issued and 10,000 shares outstanding.

The common stock, treasury stock and additional paid in capital accounts have been presented to reflect the ownership structure of Optex Systems, Inc. (Texas) as it existed prior to the acquisition by Irvine Sensors Corporation, since Optex Systems, Inc. (Texas) is presenting its financial statements as a separate, stand-alone entity.

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

On February 20, 2009, Sileas purchased 100% of the equity and debt interest held by Longview, representing 90% of Optex Systems, Inc. (Delaware). As of the date of this transaction, Sileas is the majority owner of Optex Systems Holdings.

Stock Split

On March 26, 2009, Optex Systems, Inc. (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 were split into 76,638,295 shares, and the 4,918,650 shares of common stock held by Arland Holdings, Ltd. were split into 8,361,705 shares.

As of March 30, 2009, Optex Systems, Inc. (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 Systems, Inc. (Delaware) as of March 30, 2009 were exchanged for 113,333,282 shares of Optex Systems Holdings (formerly Sustut Exploration, Inc.). An additional 8,131,667 shares were issued in connection with the private placement closed prior to the reorganization.

On June 29, 2009, 750,000 common shares were sold to in a private transaction for gross proceeds of \$150,000.

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

Optex Systems Holdings granted an officer at the consummation of the reorganization, options to purchase 1,414,649 shares with an 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 12 - Stock Based Compensation.

Series A preferred stock

On March 24, 2009, Optex Systems Holdings 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 Optex Systems Holdings' 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 Optex Systems Holdings. As of the year ended September 27, 2009 Optex Systems has recorded \$186,246 of dividends payable on Series A preferred shares.

Cancellation of Common Stock

On June 29, 2009 Optex cancelled an investor relations agreement resulting in the return of 700,000 shares of common stock previously issued by Sustut prior to the reverse Merger on March 30, 2009. The shares were valued at \$105,000, returned to Optex System Holdings, Inc., and then cancelled. (see also Note 12 on new investor relations shares issued).

Note 14 - Income Taxes

The income tax provision as of September 27, 2009 includes the following:

	2009
Current income tax expense:	
Federal	\$ 426,514
State	-
	<u>426,514</u>
Deferred income tax provision (benefit):	
Federal	(711,177)
State	-
Change in valuation allowance	-
	<u>(711,177)</u>
Provision for (Benefit from) income taxes, net	<u><u>\$ (284,663)</u></u>

The income tax provision for Optex Systems as of September 27, 2009 differs from those computed using the statutory federal tax rate of 34%, due to the following permanent differences:

	<u>2009</u>	<u>%</u>
Tax benefit at statutory federal rate	\$(127,211)	34%
Nondeductible expenses	<u>(157,452)</u>	<u>42%</u>
	<u><u>\$(284,663)</u></u>	<u><u>76%</u></u>

Deferred income taxes recorded in the balance sheets results from differences between financial statement and tax reporting of income and deductions. A summary of the composition of the deferred income tax assets (liabilities) follows:

	<u>2009</u>
Stock Options	\$ 13,440
Inventory Reserve	(40,427)
Unicap	54,494
Contract Loss Reserve	178,900
Fixed assets	(58,476)
Intangible Asset Amortization	612,707
Other	(49,461)
Subtotal	<u>\$ 711,177</u>
Valuation allowance	-
Net deferred asset (liability)	<u><u>\$ 711,177</u></u>

Optex Systems Holdings has no loss carryforwards available as of October 15, 2008.

As the result of the assessment of the FASB ASC 740-10 (Prior Authoritative Literature: FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes — An Interpretation of FASB Statement No. 109"), Optex Systems Holdings has no unrecognized tax benefits. By statute, the tax year ending in September 27, 2009 is open to examination by the major taxing jurisdictions to which the Optex Systems Holdings is subject.

Cash paid for income taxes for the fiscal years ended September 27, 2009 and September 28, 2008 were \$488,799, and \$0, respectively.

As of September 28, 2008 Optex Systems, Inc. (Texas) had generated net losses for financial accounting purposes in the amount of approximately \$4,831,952. During this period Optex Systems, Inc. (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 tax 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 Systems, Inc. (Delaware) to offset its future taxable income. Additionally, since Optex Systems, Inc. (Texas) was acquired in a transaction effected as an asset purchase, Optex Systems, Inc. (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 accompanying financial statements for net operating losses generated by Optex Systems, Inc. (Texas). There was no provision for income taxes in fiscal 2008.

Note 15 — Subsequent Events

On October 27, 2009, Optex Systems Holdings borrowed \$250,000 from Longview pursuant to a promissory note, which originally expired on December 1, 2009, but was extended until July 15, 2010. The note bears interest at the rate of 10% per annum, and all accrued and unpaid interest will be due upon maturity. Optex will make a prepayment equal to 50% of the then outstanding principal amount plus accrued and unpaid interest thereon upon the closing of a credit facility or other equity or debt financing from which the net proceeds are at least \$900,000, with any remaining unpaid balance due on July 15, 2010. In exchange for the extension, Optex Systems Holdings granted Longview a warrant to purchase 100,000 shares of restricted common stock with an exercise price of \$0.15 per share and a term of three years.

Effective as of January 4, 2010, Optex Systems Holdings, Inc. renewed its Richardson, TX lease. Under the terms of the amendment:

- The lease term is extended until July 31, 2015.
- The base rent is as follows: until 7/31/2010, \$0.00 per square foot, from 8/1/2010 – 7/31/2013, \$4.70 per square foot and from 8/1/2013 – 7/31/2015, \$4.95 per square foot.
- A \$195,352.00 improvement allowance is included.
- For the first two years of the extended term, the landlord has granted the option to take over additional space at similar terms as in the amendment.

Optex Systems Holdings has evaluated subsequent events for the period September 28, 2009 through January 11, 2010, the date its financial statements were issued, and concluded there were no other events or transactions occurring during this period that required recognition of disclosure in its financial statements.



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
Total	\$	4,947

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 Optex Systems Holdings, 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, in reliance upon Section 4(2) of the Securities Act, a reorganization occurred whereby the then existing shareholders of Optex Systems, Inc. (Delaware) exchanged their shares of common stock with the shares of common stock of Optex Systems Holdings, Inc. as follows: (i) the outstanding 85,000,000 shares of Optex Systems, Inc. (Delaware) common stock were exchanged by Optex Systems Holdings for 113,333,282 shares of Company common stock, (ii) the outstanding 1,027 shares of Optex Systems, Inc. (Delaware) Series A preferred stock were exchanged by Optex Systems Holdings for 1,027 shares of Company Series A preferred stock and (iii) the 8,131,667 shares of Optex Systems, Inc. (Delaware) common stock purchased in the private placement were exchanged by Optex Systems Holdings for 8,131,667 shares of Company common stock. Optex Systems, Inc. (Delaware) will remain a wholly-owned subsidiary of Optex Systems Holdings.

Immediately prior to the closing of the reorganization agreement (and the shares are included above), as of March 30, 2009, in a transaction exempt from registration pursuant to Regulation D, for which a Form D was filed with the Commission on December 16, 2008, Optex Systems, Inc. (Delaware) accepted subscriptions from accredited investors for a total 27.1 units, for \$45,000 per unit, with each unit consisting of 300,000 shares of common stock, no par value 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. Gross proceeds 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 Optex Systems Holdings nor Optex Systems, Inc. (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, Optex Systems Holdings 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.

Optex Systems Holdings 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, Optex Systems Holdings 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 Systems, Inc. (Delaware) preferred stock were exchanged on a 1:1 basis for Series A preferred stock of Optex Systems Holdings.

All of the above equity transactions were made in reliance on Section 4(2) of the Securities Act, with the exception of the equity sale completed just prior to the closing of the reorganization agreement, which was exempt from registration pursuant to Regulation D and for which a Form D was filed with the Commission on December 16, 2008.

Investor Relations Issuances

American Capital Ventures, Inc. with offices at 2875 N.E. 191st Street, Suite 904, Aventura, Florida 33180 was issued 1,000,000 shares of Optex Systems Holdings' common stock for services to be provided from April 1, 2009 through March 31, 2010. On June 26, 2009, Optex Systems Holdings 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.

ECON Corporate Services, Inc. was issued 250,000 shares of restricted stock for services to be rendered.

Effective as of June 29, 2009, Optex Systems Holdings entered into a Consulting Agreement with ZA Consulting, Inc. for the provision of consulting services to Optex Systems. For services rendered, ZA Consulting received 480,000 shares of restricted common stock with 40,000 shares vesting per month.

All of the above equity transactions were made in reliance on Section 4(2) of the Securities Act

Private Placement

On June 29, 2009, Optex Systems Holdings sold 750,000 shares of its common stock to private investors at a price of \$0.20 per share for a total purchase price of \$150,000 in a transaction exempt from registration under Section 4(2) of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules

Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of reorganization, 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 (1).

5.1 Opinion as to Legality of the Shares (3)

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 (3)
- 10.5 Specimen Stock Certificate (3)
- 10.6 Contract W52H0905D0248 with Tank-automotive and Armaments Command, dated July 27, 2005 (2)*
- 10.7 Contract W52H0909D0128 with Tank-automotive and Armaments Command, dated March 24, 2009 (2)*
- 10.8 Contract W52H0905D0260 with Tank-automotive and Armaments Command, dated August 3, 2005 (2)*
- 10.9 PO# 40050551 with General Dynamics, dated June 8, 2009 (2)*
- 10.10 Contract 9726800650 with General Dynamics, dated April 9, 2007 (2)*
- 10.11 Form of Subscription Agreement
- 10.12 Single Source Supplier Purchase Orders with TSP Inc. (4)*
- 10.13 Single Source Supplier Purchase Orders with SWS Trimac (4)*
- 10.14 Single Source Supplier Purchase Orders with Danaher Controls (4)*
- 10.15 Single Source Supplier Purchase Orders with Spartech Polycast (4)*
- 14.1 Code of Ethics (1)
- 16 Letter re: Change in Certifying Accountant
- 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.
- (2) Incorporated by reference from our Amendment No. 1 to Registration Statement on Form S-1 filed on September 28, 2009
- (3) Incorporated by reference from our Registration Statement on Form S-1 filed on May 19, 2009
- (4) Incorporated by reference from our Amendment No. 2 to Registration Statement on Form S-1 filed on November 12, 2009

* 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: January __, 2010

By: /s/ Karen Hawkins

Karen Hawkins, Principal Financial Officer and Principal Accounting Officer

Date: January __, 2010

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	January __, 2010
<u>/s/ Karen Hawkins</u> Karen Hawkins	Principal Financial Officer and Principal Accounting Officer	January __, 2010
<u>/s/ Ronald F. Richards</u> Ronald F. Richards	Director	January __, 2010
<u>/s/ Merrick Okamoto</u> Merrick Okamoto	Director	January __, 2010

LETTER FROM PREDECESSOR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

U.S. Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549-6010

Dear Ladies and Gentlemen:

We are the predecessor independent registered public accounting firm for Optex Systems Holdings, Inc. (the Company). We have read the Company's disclosure set forth under the heading, "Experts", of the Company's Amendment No. 3 to the Registration Statement on Form S-1/A and are in agreement with the disclosure insofar as it pertains to our firm.

/s/ Rotenberg & Co., llp

Rochester, New York
January 11, 2010

In accordance with 17 CFR 200.80(b)(4), Optex is requesting confidential treatment of the quantities and prices, including unit prices and obligated amounts, redacted in this contract, because disclosure of this information may cause Optex significant competitive harm in future contracting efforts.

The quantities and prices Optex is requesting confidential treatment for can be found on the following pages:

A-3 QTY
A-19 COST PER UNIT
A-19 COST PER UNIT
A-19 COST PER UNIT
A-23 LUMP SUM PAYMENT
A-23 UNIT PRICE ADJUSTMENT
A-23 UNIT PRICE INCREASE
A-26 QTY
A-26 UNIT PRICE
A-26 TOTAL
A-26 QTY
A-26 UNIT PRICE
A-26 TOTAL
A-26 UNIT PRICE
A-26 FAT PRICE
A-26 QTY
A-26 UNIT PRICE
A-26 QTY
A-26 TOTAL AMT
A-26 TOTAL AMT
A-27 QTY
A-27 DEL QTY

TACOM Contract #W52H0905-D-0248

A-27 QTY
A-27 UNIT PRICE
A-28 DEL QTY
A-28 DEL QTY
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A-28 DEL QTY
A-28 DEL QTY
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TACOM Contract #W52H0905-D-0248

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A-32 PROGRESS PAYMENT AMT
A-34 INCREASED UNIT PRICE
A-34 INCREASE IN DEL ORDER AMT
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TACOM Contract #W52H0905-D-0248

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A-38 INCREASE/DECREASE AMT
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A-38 CUMULATIVE AMT
A-38 NET CHANGE AMT
A-38 INCREASE/DECREASE AMT
A-38 INCREASE/DECREASE AMT
A-38 NET CHANGE
A-38 PRIOR AMT OF AWARE
A-38 INCREASE/DECREASE AMT
A-41 QTY
A-41 DEL QTY
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A-53 UNIT PRICE
A-53 TOTAL UNIT PRICE
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TACOM Contract #W52H0905-D-0248

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TACOM Contract #W52H0905-D-0248

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TACOM Contract #W52H0905-D-0248

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A-65 PRIOR AMT OF AWARD
A-65 INCREASE/DECREASE AMT
A-66 NET INCREASE
A-67 NEGOTIATED AMT
A-67 TOTAL CLIN PRICE
A-68 DOLLAR AMT
A-68 DOLLAR AMT
A-68 DOLLAR AMT
A-69 PRIOR AMT
A-69 INCREASE/DECREASE AMT
A-69 CUMULATIVE AMT
A-69 NET CHANGE
A-69 INCREASE/DECREASE AMT
A-69 NET CHANGE
A-69 PRIOR AMT OF AWARD
A-69 INCREASE/DECREASE AMT
A-70 NET INCREASE

TACOM Contract #W52H0905-D-0248

A-71 QTY
A-71 QTY
A-71 UNIT PRICE
A-71 DECREASED ORDER AMT
A-71 UNIT PRICE
A-71 QTY
A-71 TOTAL INCREASE AMT
A-73 PRIOR AMT
A-73 INCREASE/DECREASE AMT
A-73 NET CHANGE
A-73 INCREASE DECREASE AMT
A-73 NET CHANGE
A-73 PRIOR AMT OF AWARD
A-73 INCREASE/DECREASE AMT
A-76 UNIT CLIN PRICE
A-76 UNIT PRICE
A-76 TOTAL PRICE
A-76 UNIT PRICE
A-76 TOTAL PRICE
A-77 QTY
A-77 UNIT PRICE
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY
A-77 DEL QTY

TACOM Contract #W52H0905-D-0248

A-77 DEL QTY
A-77 DEL QTY
A-78 QTY
A-78 UNIT PRICE
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-78 DEL QTY
A-79 DEL QTY
A-79 DEL QTY
A-79 AMT
A-79 AMT
A-79 QTY
A-79 UNIT PRICE
A-79 AMT
A-81 AMT
A-81 AMT
A-81 QTY
A-81 UNIT PRICE
A-81 AMT
A-83 PRIOR AMT
A-83 INCREASE/DECREASE AMT
A-83 CUMULATIVE AMT
A-83 PRIOR AMT
A-83 INCREASE/DECREASE AMT

TACOM Contract #W52H0905-D-0248

A-83 CUMULATIVE AMT
A-83 PRIOR AMT
A-83 INCREASE/DECREASE AMT
A-83 CUMULATIVE AMT
A-83 PRIOR AMT
A-83 INCREASE/DECREASE AMT
A-83 CUMULATIVE AMT
A-83 PRIOR AMT
A-83 INCREASE/DECREASE AMT
A-83 CUMULATIVE AMT
A-83 NET CHANGE
A-83 INCREASE/DECREASE AMT
A-83 INCREASE/DECREASE AMT
A-83 INCREASE/DECREASE AMT
A-83 NET CHANGE
A-83 PRIOR AMT OF AWARD
A-83 INCREASE/DECREASE AMT
A-83 CUMULATIVE OBLIG AMT
A-83 NET CHANGE
A-83 PRIOR AMT OF AWARD
A-83 INCREASE/DECREASE AMT
A-86 QTY
A-86 UNIT PRICE
A-86 DEL QTY
A-86 DEL QTY
A-86 DEL QTY
A-86 DEL QTY
A-86 DEL QTY
A-86 DEL QTY
A-86 DEL QTY

TACOM Contract #W52H0905-D-0248

A-92 UNIT PRICE
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-92 DEL QTY
A-95 QTY
A-95 UNIT PRICE
A-95 TOTAL
A-96 QTY
A-96 UNIT PRICE
A-96 AMOUNT
A-96 DELIVERY QTY
A-96 DELIVERY QTY
A-97 OBLIGATED AMOUNT
A-97 OBLIGATED AMOUNT
A-97 OBLIGATED AMOUNT
A-98 NET INCREASE AMOUNT
A-99 TOTAL INCREASE AMOUNT
A-100 QTY
A-100 UNIT PRICE
A-100 AMOUNT
A-100 DEL QTY
A-100 DEL QTY

TACOM Contract #W52H0905-D-0248

A-101 PRIOR AMT
A-101 INCREASE/DECREASE AMT
A-101 CUMULATIVE AMT
A-101 NET CHANGE
A-101 INCREASE/DECREASE AMT
A-101 NET CHANGE
A-101 PRIOR AMT OF AWARD
A-101 INCREASE/DECREASE AMT
A-101 CUMULATIVE OBLIG AMT
A-102 NET INCREASE
A-103 NET INCREASE
A-103 TOTAL AMT
A-104 QTY
A-104 UNIT PRICE
A-104 AMT
A-104 DEL QTY
A-104 DEL QTY
A-105 PRIOR AMOUNT
A-105 INCREASE/DECREASE AMOUNT
A-105 CUMULATIVE AMOUNT
A-105 NET CHANGE
A-105 INCREASE/DECREASE AMOUNT
A-105 NET CHANGE
A-105 PRIOR AMOUNT OF AWARD
A-105 INCREASE/DECREASE AMOUNT
A-105 CUMULATIVE OBLIG AMT A-106 NET INCREASE
A-107 NET INCREASE
A-108 NET PRICE INCREASE
A-108 AMOUNT

TACOM Contract #W52H0905-D-0248

A-108 UNIT PRICE
A-109 QTY
A-109 UNIT PRICE
A-109 AMOUNT
A-109 DELIVERY QTY
A-109 DELIVERY QTY
A-110 PRIOR AMOUNT
A-110 INCREASE/DECREASE AMOUNT
A-110 CUMULATIVE AMOUNT
A-110 NET CHANGE
A-110 INCREASE/DECREASE AMOUNT
A-110 NET CHANGE
A-110 PRIOR AMOUNT OF AWARD
A-110 INCREASE/DECREASE AMOUNT
A-110 CUMULATIVE OBLIG AMT
A-112 QTY
A-112 UNIT PRICE
A-112 QTY
A-112 QTY
A-113 QTY
A-113 UNIT PRICE
A-113 AMOUNT
A-113 DELIVERY QTY
A-113 DELIVERY QTY
A-113 DELIVERY QTY
A-113 DELIVERY QTY
A-113 DELIVERY QTY
A-113 DELIVERY QTY
A-114 OBLIGATED AMT
A-114 TOTAL

TACOM Contract #W52H0905-D-0248

A-114 OBLIGATED AMT
A-114 TOTAL
A-115 NET INCREASE
A-116 NET INCREASE
A-117 UNIT PRICE
A-117 AMOUNT
A-117 NEW UNIT PRICE
A-117 AMOUNT
A-117 AMOUNT
A-117 TOTAL UNIT PRICE
A-118 QTY
A-118 UNIT PRICE
A-118 AMOUNT
A-118 DELIVERY QTY
A-118 DELIVERY QTY
A-118 DELIVERY QTY
A-118 DELIVERY QTY
A-118 DELIVERY QTY
A-118 DELIVERY QTY
A-119 PRICE
A-119 QTY
A-119 DELIVERY QTY
A-119 DELIVERY AMOUNT
A-120 PRIOR AMOUNT
A-120 INCREASE/DECREASE AMT
A-120 CUMULATIVE AMT
A-120 NET CHANGE
A-120 INCREASE/DECREASE AMT
A-120 NET CHANGE
A-120 PRIOR AMT OF AWARD

TACOM Contract #W52H0905-D-0248

A-120 INCREASE/DECREASE AMT

A-120 CULULATIVE OBLIG AMT

A-122 QTY

A-122 UNIT PRICE

A-122 UNIT PRICE

A-122 QTY

A-122 QTY

A-123 QTY

A-123 UNIT PRICE

A-123 AMOUNT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-123 DELIVERY AMT

A-124 OBLIGATED AMT

A-124 TOTAL

A-124 OBLIGATED AMT

A-124 TOTAL

A-125 NET INCREASE

A-126 NET INCREASE

A-127 UNIT PRICE

A-127 AMOUNT

A-127 NEW UNIT PRICE

A-128 QTY

A-128 UNIT PRICE

TACOM Contract #W52H0905-D-0248

A-128 AMOUNT
A-128 DELIVERY QTY
A-128 DELIVERY QTY
A-128 DELIVERY QTY
A-128 DELIVERY QTY
A-128 DELIVERY QTY
A-128 DELIVERY QTY
A-128 DELIVERY QTY
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A-129 DELIVERY QTY
A-129 DELIVERY QTY
A-129 DELIVERY QTY
A-129 DELIVERY QTY
A-130 PRIOR AMOUNT
A-130 INCREASE/DECREASE AMT
A-130 CUMULATIVE AMT
A-130 NET CHANGE
A-130 INCREASE/DECREASE AMT
A-130 NET CHANGE
A-130 PRIOR AMT OF AWARD
A-130 INCREASE/DECREASE AMT
A-130 CUMULATIVE OBLIG AMT

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAS	Page 1 Of 5
2. Contract (Proc. Inst. Ident) No. W52H09-05-D-0248		3. Effective Date 2005JUL27	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C LINDA M MAES (309)782-3657 ROCK ISLAND IL 61299-7630 e-mail address: LINDA.MAES@US.ARMY.MIL		Code W52H09	6. Administered By (If Other Than Item 5) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD A PAS S4402A5601APC ADP PT HQ0339	

7. 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.		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
		9. Discount For Prompt Payment
		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:
		Item 12

Code DBK64	Facility Code	11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code HQ0339
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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
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
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Contract Expiration Date: 2010JUN30	15G. Total Amount Of Contract \$0.00
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16. Table Of Contents							
(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 W52H0905R0050 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.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer VICKI AHLGRIM VICKI.AHLGRIM@US.ARMY.MIL (309) 782-1220		
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2005JUL27

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0248 MOD/AMD	Page 2 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

1. CONTRACT W52H09-05-D-0248 IS AWARDED TO OPTEX SYSTEMS, INC. THIS CONTRACT IS A 5-YEAR, FIRM FIXED PRICE, INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT (SEE FAR 16.504) FOR THE FOLLOWING ITEM:

CLIN 0001, M187A1 MOUNT TELESCOPE, NSN: 1240-01-483-5324, P/N: 12984609

2. THIS CONTRACT CONTAINS A REQUIREMENT FOR FIRST ARTICLE TESTING (SEE CLAUSES ES6016 AND IF7116).

3. FOR ADMINISTRATIVE PURPOSES, WHEN MULTIPLE APPROPRIATION/FUND TYPES ARE USED ON THE SAME DELIVERY ORDER, THE CLIN STRUCTURE SHALL AS FOLLOWS:

- CLIN 0001AB - PRODUCTION QTY WITH FAT
- CLIN 0001AC - PRODUCTION QTY WITH FAT
- CLIN 0001AD - PRODUCTION QTY WITH FAT, ETC.

4. 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

5. THE FIRM FIXED PRICES FOR ALL PERFORMANCE PERIODS ARE REFLECTED ON ATTACHMENT 001, DATED JULY 16, 2005.

6. ALL DELIVERIES ARE TO BE FOB DESTINATION. EACH DELIVERY ORDER WILL PROVIDE THE SHIPPING DESTINATION(S). 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.

7. ALL TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL W52H09-05-R-0050, AMENDMENTS THERETO, AND THE CONTRACTOR'S FINAL PROPOSAL REVISION SUBMITTED JULY 21, 2005, ARE HEREBY INCORPORATED.

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>MARK FOR: ATTN: DAVE HERRERA</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <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 DD250 IS NOT REQUIRED</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 5
	PIIN/SIIN W52H09-05-D-0248	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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	01-MAR-2005	002	
Attachment 001	PRICING EVALUATION SHEET		001	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	STATEMENT OF WORK		001	
Attachment 004	ECP H04A2085 NOR 27		001	

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

2. Amendment/Modification No. PD0001 3. Effective Date 2006APR25 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

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 Code W52H09 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A SCD A PAS S4402A5601APC 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 0BR64 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52H09-05-D-0248 10B. Dated (See Item 13) 2005JUL27

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)

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 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/ 2006APR25 (Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52H09-05-D-0248	MOD/AMD P00001	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION TO CONTRACT W52H09-05-D-0248 IS TO :

- 1) INCORPORATE AN ASSIGNMENT OF CLAIMS PER FAR 32.801:

PAYMENTS SHALL BE MADE ELECTRONICALLY TO:

SQUARE 1 BANK CAGE 47C05
406 BLACKWELL ST. #240
DURHAM, NC 27701

- 2) DELETE ALL REFERENCE TO QAPS AND AIE.

- 3) REMOVE ALL REFERENCE TO TRITIUM.

- 4) Amend MIL-M-70742:

a. Paragraph 4.6.1.4 should be replaced with: "Vibration "B". This test shall be performed as outlined in MIL-F-13926, however the frequency and duration shall be as specified in 3.5.4.2. At the conclusion of the test the mount shall meet the Performance and illumination requirements of this specification."

b. The +150 degrees F temperature in paragraph 4.6.1.1 should be replaced by +145 degrees F. The cold storage temperature in the same paragraph (the second reference to -50 degrees F) should be replaced by -60 degrees F.

c. In table IV, replace "AQL 0.65% DEFECTIVE" with "VERIFICATION LEVEL IV"

5. 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 004 ***

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0248 MOD/AMD P00001	Page 3 of 3
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 1 - 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

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

2. Amendment/Modification No. P00002 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 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code S4402A SCD A PAS S4402A5601APC ADP FT HQ339

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-0248 10B. Dated (See Item 13) 2005JUL27 Code 08K64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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.

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) 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/ 2006JUL26 (Signature of person authorized to sign) (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

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248 MOD/AMD P00002	Page 2 of 3
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P0002 TO W52H09-05-D-0248 IS TO:

- 1) INCORPORATE THE FOLLOWING ECPS INTO THE BASIC AWARD, ECP H05A2036, ECP H06A2004, ECP H06A5004, ECP H06A2048.

- 2) AS A RESULT OF THE INCORPORATION OF THE ABOVE ECPS, THERE IS NO COST IMPACT FOR INCORPORATING ECPS H05A2036, H06A2004, OR H06A5004. HOWEVER THE COST IMPACT FOR INCORPORATING ECP H06A2048 IS \$202.54 PER UNIT FOR EXISTING DELIVERY ORDERS 0001 AND 0002. THE COST IMPACT FOR SUBSEQUENT DELIVERY ORDERS ISSUED AGAINST THIS CONTRACT IS \$102.70 PER UNIT. A REVISED PRICING SPREADSHEET IS ATTACHED FOR SUBSEQUENT DELIVERY ORDERS.

- 3) ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PHN/SIN W52H09-05-D-0248	MOD/AMD P00002	

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 005	ECP H05A2036			
Attachment 006	ECP H06A2004			
Attachment 007	ECP H06A5004			
Attachment 008	ECP H06A2048			

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price

Page 1 Of 3

2. Amendment/Modification No. P00003 3. Effective Date 2006AUG18 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 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code S4402A SCD A PAS S4402A5601APC 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-0248 10B. Dated (See Item 13) 2005JUL27 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

KIND MOD CODE: G

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

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) 15B. Contractor/Offeror 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309) 782-5541 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2006AUG18 (Signature of person authorized to sign)

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
	PIN/SIN W52H09-05-D-0248	MOD/AMD P00003	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00003 TO W52H09-05-D-0248 IS TO:

- 1) INCORPORATE RCPS H05A5004, AND H06A2049 (SEE ATTACHMENTS 009, AND 010).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Firm-Fixed-Price	Page 1 Of 3
2. Amendment/Modification No. P00004	3. Effective Date 2007JAN25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
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 W52H09	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.		SCD A PAS S4402A5501APC ADP PT HQ0339		
Code 0BK64 Facility Code		<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 <input type="checkbox"/> 10B. Dated (See Item 13) 2005JUL27		

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

- 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) 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 2007JAN25

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

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SHN W52H09-05-D-0248	MOD/AMD P00004	

Name of Offeror or Contractor: OPTIX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00004 TO W52H0905D0248 IS TO INCORPORATE THE FOLLOWING:

1) IN PREVIOUSLY INCORPORATED ECP H05A2036 WHICH UPDATES MIL-M-70742, MAKE THE FOLLOWING CHANGES:

Replace:

3.6.4.4 Correction counter. The correction counter shall be checked at plus and minus readings of 5 and 9 mils. The angle of the Gunner's Quadrant seat shall correspond to the correction values within 0.2 mil when the elevation counter is reset to zero reading.

With:

3.6.4.4 Correction Counter - Affect on Elevation Level Bubble. Any change in position of the elevation level vial bubble shall not be greater than the thickness of a graduation line when the +9 and -9 mil values are set into the correction counter.

Replace:

4.6.2.8 Correction counter. With the mount and fixture set as outlined in 4.6.2.1, rotate the correction counter to the minimum setting specified in 3.6.4.4. Return the elevation counter to zero. By means of the fixture, level the elevation level vial of the mount. Do not override this level position. Place the inspection aid on the quadrant seat assembly and set the inspection aid vial to indicate level. Read the angle on the inspection aid. This reading to be identical to the correction counter reading within the limits of 3.6.4.4. Repeat this procedure at the setting specified in 3.6.4.4 each side of zero correction.

With:

4.6.2.8 Correction Counter - Affect on Elevation Level Bubble. The position of the elevation level bubble shall conform to the requirements of 3.6.4.4 when observed during the test specified in 4.6.2.3.

2) APPROVED RFDs H06A6050, H06A6055, H06A6056, H06A6057, H06A6062, H06A6081, H06A6082, H06A6089, H06A7049, H06A7050, H06A7051, H06A7054, H06A7055, H06A7062, H06A7063, H06A7064, H06A7065, H06A7066, H06A7067.

3) APPROVED ECPs H06A2065, H06A2087.

ALL OF THE ABOVE IS DONE AT NO ADDITIONAL COST TO THE GOVERNMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 0007 ***

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SHN W52H09-05-D-0248	MOD/AMD P00004	

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 011	RPD H06A6050			
Attachment 012	RPD H06A6056			
Attachment 013	RPD H06A6057			
Attachment 014	RPD H06A6062			
Attachment 015	RPD H06A6081			
Attachment 016	RPD H06A6082			
Attachment 017	RPD H06A6089			
Attachment 018	RPD H06A7049			
Attachment 019	RPD H06A7050			
Attachment 020	RPD H06A7051			
Attachment 021	RPD H06A7054			
Attachment 022	RPD H06A7055			
Attachment 023	RPD H06A7062			
Attachment 024	RPD H06A7063			
Attachment 025	RPD H06A7064			
Attachment 026	RPD H06A7065			
Attachment 027	RPD H06A7066			
Attachment 028	RPD H06A7067			
Attachment 029	ECP H06A2065			
Attachment 030	ECP H06A2087			
Attachment 031	RPD H06A6055			

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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 2007MAY01 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

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 WS2H09 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A SCD A PAS S4402A5601APC 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. WS2H09-05-D-0248 10B. Dated (See Item 13) 2005JUL27

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. 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

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/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed 2007MAY01 By /SIGNED/ (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SHN W52H09-05-D-0248	MOD/AMD P00005	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00005 IS TO FORMALLY INCORPORATE THE FOLLOWING OUTSTANDING ECPS, RFDs, AND RFWS:

H07A2006, H06A2083, H07A5001, H07A6001, H07A6002, H07A6005, H07A6015

ALL OF THE ABOVE CONFIGURATION CHANGES ARE INCORPORATED AT NO ADDITIONAL COST, WITH THE EXCEPTION OF ECP H07A2006.

THE FOLLOWING COST IMPACT IS ASSOCIATED WITH INCORPORATION OF ECP H07A2006:

FOR ALL UNITS DUE TO BE DELIVERED AFTER AUGUST 30, 2007, THAT ARE CURRENTLY ON CONTRACT, THE ADDITIONAL PRICE WILL BE * PER UNIT

FOR ALL UNITS WITH A SCHEDULED DELIVERY DATE ON OR BEFORE AUGUST 30 2007, THE ADDITIONAL PRICE WILL BE * PER UNIT.
THIS ADDITIONAL COST IS TO COVER ALL COSTS ASSOCIATED WITH RETROFITTING THE NEW GEARS INTO THE M187.

FUTURE ORDERS ON THIS CONTRACT WILL BE AT AN ADDITIONAL COST OF * PER UNIT.

A REVISED PRICING EVALUATION SHEET IS ATTACHED.

THE OLD GEARS THAT HAVE BEEN PURCHASED FOR THIS CONTRACT, AND/OR REPLACED WITH NEW GEARS SHALL BE SHIPPED TO THE GOVERNMENT UPON REQUEST. SHIPPING INSTRUCTIONS WILL BE PROVIDED AT TIME OF REQUEST.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 0008 ***

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SHN W52H09-05-D-0248	MOD/AMD P00005	

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 032	H07A2006			
Attachment 033	H06A2083			
Attachment 034	H07A5001			
Attachment 035	H07A6001			
Attachment 036	H07A6002			
Attachment 037	H07A6005			
Attachment 038	H07A6015			

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00006 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 Code W52H09 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS S4402A5601APC 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 Code 98K64 Facility Code
9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52H09-05-D-0248 10B. Dated (See Item 13) 2005JUL27
TYPE BUSINESS: Other Small Business Performing in U.S.

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: 6
 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) 15B. Contractor/Offeror 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 16B. United States Of America 16C. Date Signed 2008JUL17
By _____ /SIGNED/ (Signature of Contracting Officer)

1702 Base H2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00006 3. Effective Date 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 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 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 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)

10A. Modification Of Contract/Order No. W52H09-05-D-0248 10B. Dated (See Item 13) 2005JUL27 Code 9BK64 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

- 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

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) Benita Autherford Drake Contract Administrator 15B. Contractor/Officer 15C. Date Signed 7/14/08 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 16B. United States Of America 16C. Date Signed By (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 3
	PIIN/SIIN W52H09-05-D-0246	MOD/AMD P00006

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00006 TO W52H0905D0246 IS TO:

- 1) Incorporate the following approved engineering actions: H07A2045, H07A2071, H07A5014, H07A6022, H07A6030, H07A6039, H07A6040, H07A6042, H07A6043, H07A6091, H07A7020, H07A7026, H07A7034

PART NUMBER B261858, REPLACE 20 degrees +/- 15 minutes WITH 19 degrees +/- 15

- 2) Settle a Request for Equitable Adjustment due to ongoing technical data problems. The negotiated equitable adjustment resulted in lump sum payment of ~~X~~ to be paid on delivery order 0001; a unit price adjustment of ~~X~~ each to be paid on delivery order 0001, and a unit price increase of ~~X~~ to be paid on delivery orders 0002, 0003, 0004, and any future delivery orders. A revised pricing sheet is attached.

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 2009, 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, OR OTHER MATTERS WHICH OCCUR AFTER 4 MARCH 2009.

- 2) REVISE THE DELIVERY SCHEDULE ON EACH INDIVIDUAL DELIVERY ORDER.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

*** END OF NARRATIVE 2009 ***

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SHN W52H09-05-D-0248	MOD/AMD P00006	

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 0039	H07A2045			
Attachment 0040	H07A2071			
Attachment 0041	H07A5014			
Attachment 0042	H07A6022			
Attachment 0043	H07A6030			
Attachment 0044	H07A6039			
Attachment 0045	H07A6040			
Attachment 0046	H07A6042			
Attachment 0047	H07A6043			
Attachment 0048	H07A6091			
Attachment 0049	H07A7020			
Attachment 0050	H07A7026			
Attachment 0051	H07A7034			

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 6		
1. CONTRACT PURCH ORDER/AGREEMENT NO. K52H09-05-D-0248		2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2005JUL27	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5	
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CFA-C LINDA M MAES (309)782-3657 ROCK ISLAND IL 61299-7630 EMAIL: LINDA.MAES@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 CODE: 0BK64 NAME AND ADDRESS OPTEX SYSTEMS INC 1420 RESIDENTIAL DR RICHARDSON, TX 75081-2769 TYPE BUSINESS: Other Small Business Performing in U.S.			SCD: A PAS: 64402A5601APC ADF PT: HQ0339	10. DELIVER TO FOR 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 43218-2381		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		
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 VICKI AHLGRIM /SIGNED/ VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220 BY: _____ CONTRACTING/ORDERING OFFICER		25. TOTAL \$1,401,734.11	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.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD	Page 2 of 6
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

1. This Delivery Order 0001 formalizes and incorporates the letter award issued to Optex Systems Inc. on July 27, 2005, for the following items:

CLIN 0001AA - First Article Test Report (Not Separately Priced)

CLIN 0001AB - ~~X~~ each, M187A1 Mount Telescope, NSN: 1240-01-483-5324, P/N: 12984689, unit price ~~X~~ total ~~X~~

CLIN 0001AC - ~~X~~ each, M187A1 Mount Telescope, NSN: 1240-01-483-5324, P/N: 12984689, unit price ~~X~~ total ~~X~~

*Delivery Order 0001 is issued during Ordering Period (OP) 1. The unit price for the M187A1 Mount Telescope for the applicable quantity range in Ordering Period 1 is ~~X~~. The price for First Article Test ~~X~~) has been amortized over the ~~X~~ units being awarded in this Delivery order 0001, resulting in a unit price of ~~X~~.

2. In accordance with the terms and conditions of W52H09-05-D-0248, this Delivery Order 0001 obligates the guaranteed minimum quantity of ~~X~~ each M187A1 Mount Telescope.

3. CLIN 0001AB includes the First Article Test requirement (3 each for first article test/2 each for first article confirmatory test).

4. See Section B for delivery schedule.

5. The total dollar value of this Delivery Order is corrected, from the ~~X~~ stated in the letter award of July 27, 2005, to ~~X~~.

6. All terms and conditions of the Basic Contract W52H09-05-D-0248 apply.

*** END OF NARRATIVE A 001 ***

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 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																		
0001AA	<p><u>DATA ITEM</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: 10</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></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></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>*</td> <td>30-MAY-2006</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (255555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</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					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-MAY-2006				*	LO	\$ ** NSP **	\$ ** NSP **
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					3																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	*	30-MAY-2006																																	
0001AB	<p><u>PRODUCTION QUANTITY</u></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: SFI F12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u></p>	*	EA	\$ *	\$ 762,645.61																														

*Confidential Treatment Requester

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Deliveries or Performance</u>					
DOC SUPPL					
REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD					
001 W52H095180Z900 W52H1C J					
DEL REL CD QUANTITY DEL DATE					
001 * 25-OCT-2006					
002 * 27-NOV-2006					
003 * 27-DEC-2006					
004 * 25-JAN-2007					
005 * 26-FEB-2007					
FOB POINT: Destination					
SHIP TO: <u>FREIGHT ADDRESS</u>					
(W52H1C) XU W0K8 USA OSC 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					
DOC SUPPL					
REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD					
002 W52H095208Z901 W25G1U J					
DEL REL CD QUANTITY DEL DATE					
001 * 26-FEB-2007					
002 * 26-MAR-2007					
003 * 25-APR-2007					
004 * 25-MAY-2007					
005 * 25-JUN-2007					
FOB POINT: Destination					
SHIP TO: <u>FREIGHT ADDRESS</u>					
(W25G1U) XU TRANSPORTATION OFFICER					
DDSP NEW CUMBERLAND FACILITY					
BUILDING MISSION DCGR 113 134					
NEW CUMBERLAND PA 17070-5001					
<u>CONTRACT/DELIVERY ORDER NUMBER</u>					
W52H09-05-D-0248/0001					

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	W15AAC06M1 3310454004L W15M378791M1	AA 2 21	52033000056D6D02P33104526KB S11116	576C06	W52H09 \$	*
0001AC	M151R095M1 060011	AB 2 97	X4930AC9G 6D 26KB S11116		W52H09 \$	*
TOTAL						\$ 1,401,734.11

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 52033000056D6D02P33104526KB S11116	W52H09	\$ *
Army	AB	97 X4930AC9G 6D 26KB S11116	W52H09	\$ *
TOTAL				\$ 1,401,734.11

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 01 3. Effective Date 2006MAY18 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 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code S4402A SCD A PAS S4402A5601APC 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 0BK64 Facility Code 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) 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.

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) VICKI AHLGRIM VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220 15B. Contractor/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed 2006MAY18 By /SIGNED/ (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 2
	PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 01	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION TO DELIVERY ORDER 0001 TO BASIC AWARD W52H09-05-D-0248 IS TO:

1) ALLOW FOR THE PURCHASE OF LONG LEAD ITEMS PRIOR TO FIRST ARTICLE APPROVAL TO FACILITATE ON-TIME DELIVERY, in accordance with clause I-80 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	Delivery
Bearings	*	8-10 weeks
Castings	*	14-16 weeks
Circuit Card	*	16 weeks
Connectors	*	6 weeks
Counter	*	16 weeks
Fiber Optic	*	8 weeks
Gear	*	12-20 weeks
Hardware	*	6-12 weeks
ID Plate	*	6 weeks
Level	*	8 weeks
Machined Components	*	6-16 weeks
Optics	*	12-14 weeks
Spring	*	8-12 weeks
Valve	*	8-12 weeks

TOTAL \$886,119.23

In accordance with the DOD Progress Payments clause, DFARS 252.232-7004, by reference clause I-59 of the contract, payment requests may be submitted for no more than 90% of the above amount, or *, accompanied by supporting documentation.

2) As a result of number 1 above, FAR 52.232-4506 Progress Payment Limitation, is hereby superceded by the above.

3) Payments shall be made in sequential ACRN order.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code: Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. 02 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 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code S4402A SCD A PAS S4402A5601APC 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-0248/0001 10B. Dated (See Item 13) 2005AUG01 Code 0BK64 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 C (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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) 15B. Contractor/Offeror 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) 16B. United States Of America 16C. Date Signed

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

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0248/0001 MOD/AMD 02	Page 2 of 6
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Name of Offeror or Contractor: OPTEX 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 * EACH, DUE TO THE INCORPORATION OF A COST IMPACTING ECP (H06A2048). 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 OR *
- 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 ***

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				
0001AA	<p><u>DATA ITEM</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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 * 30-AUG-2006</p> <p>POB POINT: Destination</p> <p>SHIP TO: (255555) <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p>	*	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND PRON: W15JAC06M1 PRON AMD: 02 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095181T700 W52H1C J 1 PROJ CD BRK BLK PT G19 DEL REL CD QUANTITY DEL DATE 001 * 25-OCT-2006</p>	*	EA	\$ *	\$ 802,122.27

*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	002 * 27-NOV-2006																						
	003 * 27-DEC-2006																						
	004 * 25-JAN-2007																						
	005 * 26-FEB-2007																						
	006 * 26-MAR-2007																						
	007 * 25-APR-2007																						
	008 * 25-MAY-2007																						
	<p>FOB 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>																						
0001AC	<u>PRODUCTION QUANTITY</u>	*	EA	\$ *	\$ <u>672,169.50</u>																		
	<p>NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 02 ACRN: AB AMS CD: 060011</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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095180Z900 W52H1C J 1</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">DEL REL CD</th> <th style="width:30%;">QUANTITY</th> <th style="width:20%;">DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>25-OCT-2006</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>27-NOV-2006</td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>27-DEC-2006</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>25-JAN-2007</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>26-FEB-2007</td> </tr> </tbody> </table>					DEL REL CD	QUANTITY	DEL DATE	001	*	25-OCT-2006	002	*	27-NOV-2006	003	*	27-DEC-2006	004	*	25-JAN-2007	005	*	26-FEB-2007
DEL REL CD	QUANTITY	DEL DATE																					
001	*	25-OCT-2006																					
002	*	27-NOV-2006																					
003	*	27-DEC-2006																					
004	*	25-JAN-2007																					
005	*	26-FEB-2007																					

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU WORK USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <p>DOC SUPPL</p> <table border="1" style="width:100%; border-collapse: collapse; margin-left: 20px;"> <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>W52H0952082901</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td style="text-align: center;">✖</td> <td>26-FEB-2007</td> </tr> <tr> <td>002</td> <td style="text-align: center;">✖</td> <td>26-MAR-2007</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✖</td> <td>25-APR-2007</td> </tr> <tr> <td>004</td> <td style="text-align: center;">✖</td> <td>25-MAY-2007</td> </tr> <tr> <td>005</td> <td style="text-align: center;">✖</td> <td>25-JUN-2007</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0952082901	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	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 PIIN/SIIN W52H09-05-D-0246/0001 MOD/AMD 02	Page 6 of 6
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AB	W15AAC06M1 33104540041 W15M378791M1	AA	2 576C06	\$	*	\$	*	\$	*
0001AC	M151R095M1 060011	AB	2	\$	*	\$	*	\$	*
					NET CHANGE	\$	*		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION				ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21	52033000056D6D02P33104526KB	S11116	W52H09	\$ *	
Army	AB	97	X4930AC9G 6D	26KB S11116	W52H09	\$ *	
						NET CHANGE	\$ *

	PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ *		\$ *		\$ 1,474,291.77

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. 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 75201-2843 Code S4402A SCD A PAS S4402A5601APC 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 6BK64 Facility Code 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) 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.

- 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) 15B. Contractor/Offeror 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2006NOV28

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 6
	PIIN/SIIN W52H09-85-D-0246/0001	MOD/AMD 03	

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 P/N 8261799, 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, 8261799. NO DELIVERIES OF M187A1 MOUNTS SHALL BE ACCEPTED BY THE GOVERNMENT USING CONTRACTOR MANUFACTURED PART, PN: 8261799, UNLESS FIRST ARTICLE TESTING IS CONDUCTED ON BOTH THE PART AND THE ENTIRE M187A1 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 THIS 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 ***

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001 W52H095181T700 W52H1C J 1</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>G19</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 DELETED</p> <p>002 DELETED</p> <p>003 DELETED</p> <p>004 * 28-JAN-2007</p> <p>005 * 28-FEB-2007</p> <p>006 * 28-MAR-2007</p> <p>007 * 28-APR-2007</p> <p>008 * 28-MAY-2007</p> <p>009 * 28-JUN-2007</p> <p>010 * 28-JUL-2007</p> <p>011 * 28-AUG-2007</p> <p>012 * 28-SEP-2007</p> <p>013 * 28-OCT-2007</p> <p>POB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W52H1C) XU WORKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p> <p>W52H09-05-D-0248/0001</p>				
0091AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 04 ACRN: AB ANS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI 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></p>	*	EA	\$ *	\$ *

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

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REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD												
002	W52H0952082901	W25G1U	J		1												

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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/1964
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 or 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. (i) 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:

- (1) 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.

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	PIIN/SHIN W52H09-05-D-0248/0001 MOD/AMD 03	

Name of Offeror or Contractor: OPTEX 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 (i)(1)(i), (i)(2), and (i)(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 schedule (provided such lists are consistent with the approved scrap procedures), 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.

(i) 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 (i)(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

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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 03	Page 8 of 8
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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 (h) 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 (h) 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.

(IF7117)

(End of Clause)

A47

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 5
2. Amendment/Modification No. 04	3. Effective Date 2007APR02	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)		
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 W52H09	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. W52H09-05-D-0248/0001 <input type="checkbox"/> 10B. Dated (See Item 13) 2005AUG01		
Code 0BKE4	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: 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/Officer	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2007APR02

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

A48

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0248/0001 MOD/AMD 04	Page 2 of 5
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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 ***

Name of Offeror or Contractor: **OPTEX 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: SFI 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 W52H095181T700 W52H1C J 1 PROJ CD BRK BLK PT G19</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DEL REL CD</th> <th style="text-align: center;">QUANTITY</th> <th style="text-align: left;">DEL DATE</th> </tr> </thead> <tbody> <tr><td>004</td><td style="text-align: center;">*</td><td>30-APR-2007</td></tr> <tr><td>005</td><td style="text-align: center;">*</td><td>30-MAY-2007</td></tr> <tr><td>006</td><td style="text-align: center;">*</td><td>30-JUN-2007</td></tr> <tr><td>007</td><td style="text-align: center;">*</td><td>30-JUL-2007</td></tr> <tr><td>008</td><td style="text-align: center;">*</td><td>30-AUG-2007</td></tr> <tr><td>009</td><td style="text-align: center;">*</td><td>30-SEP-2007</td></tr> <tr><td>010</td><td style="text-align: center;">*</td><td>30-OCT-2007</td></tr> <tr><td>011</td><td style="text-align: center;">*</td><td>30-NOV-2007</td></tr> <tr><td>012</td><td style="text-align: center;">*</td><td>30-DEC-2007</td></tr> <tr><td>013</td><td style="text-align: center;">*</td><td>30-JAN-2008</td></tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU W0KB 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	\$ *	\$ 802,122.27
DEL REL CD	QUANTITY	DEL DATE																																				
004	*	30-APR-2007																																				
005	*	30-MAY-2007																																				
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012	*	30-DEC-2007																																				
013	*	30-JAN-2008																																				

*Confidential Treatment Requested

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 PRON: M151R095M1 PRON AMD: 04 ACRN: AB AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI P12964689 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 W52H0951803900 W52H1C J 1 DEL REL CD QUANTITY DEL DATE 004 * 30-MAY-2007 005 * 30-JUN-2007 006 * 30-JUL-2007 007 * 30-AUG-2007 008 * 30-SEP-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU W08 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AMD 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 W52H0952082901 W2501U 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 006 * 30-NOV-2007</p>	*	EA	\$*	\$ 672,169.50

*Confidential Treatment Requested

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 04</p>	<p>Page 5 of 5</p>
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>POB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 114 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p>				

AS2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code: Firm-Fixed-Price Page 1 Of 10

2. Amendment/Modification No. 05 3. Effective Date 2007APR26 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By: TACOM-ROCK ISLAND, AMSTA-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
Code W52H09 Code S4402A
SCD A PAS S4402A5601APC 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-0248/0001
10B. Dated (See Item 13) 2005AUG01
Code 0BK64 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.

- 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 2007APR26
By /SIGNED/ (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05	Page 2 of 10
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

AS A RESULT OF THE INCORPORATION OF RCP H07A2006:

- 1) THE PRICE ON DELIVERIES SCHEDULED AFTER AUGUST 30, 2007 (CLINS 1001AB AND 1001AC) INCLUDES AN ADDITIONAL * PER UNIT, FOR A TOTAL UNIT PRICE OF *
 FOR ADMINISTRATIVE PURPOSES BILLING AGAINST CLIN 0001AB WILL BE BILLED AGAINST THAT CLIN AT THE ORIGINAL PRICE OF * AND AGAINST CLIN 1001AB FOR THE ADDITIONAL * PER UNIT FOR INCORPORATION OF THE NEW GEARS.
 - 2) THE PRICE ON DELIVERIES SCHEDULED ON OR BEFORE AUGUST 30, 2007 WILL REMAIN AT * AND DELIVERED AS SCHEDULED AGAINST CLINS 0001AB AND 0001AC. THE GOVERNMENT WILL RETURN THESE ASSETS TO OPTEX, TO BE RETROFITTED WITH THE NEW GEARS, AS THEY ARE REPLACED WITH THE NEW CONFIGURATION ASSETS.
 - 3) UPON SHIPMENT OF THESE NEWLY RETROFITTED ASSETS (CLINS 2001AB, AND 2001AC), OPTEX MAY BILL FOR THE ADDITIONAL * PER UNIT.
- ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 0006 ***

***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: 1740-01-483-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																									
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 PRON AMD: 03 ACRN: AA AMS CD: 33104540041 ITEMS SCHEDULED TO BE DELIVERED ON OR BEFORE 30-AUG-2007 SHALL BE SHIPPED WITH THE WORM GEARS CALLED OUT IN THE ORIGINAL TDP. THEY WILL BE RETURNED TO CONTRACTOR AT A LATER DATE TO BE UPGRADED WITH THE NEW WORM GEARS AS PER ECP H06A2006, AND BILLED AGAINST CLIN 2001AB UPON RETURN TO GOVERNMENT. ITEMS SCHEDULED TO BE DELIVERED AFTER 30-AUG-2007 SHALL ALSO BE BILLED AGAINST CLIN 1001AB AT A PRICE OF \$774 EACH, AS THEY SHALL CONTAIN NEW WORM GEARS, PER ECP H06A2006. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI F12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>001</td> <td>W52H095181T700</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">PROJ CD</td> <td style="border-bottom: 1px solid black;">BRK BLK PT</td> </tr> <tr> <td>G19</td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;">DEL REL CD</th> <th style="border-bottom: 1px solid black;">QUANTITY</th> <th style="border-bottom: 1px solid black;">DEL DATE</th> </tr> </thead> <tbody> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-APR-2007</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>30-MAY-2007</td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td>30-JUN-2007</td> </tr> <tr> <td>007</td> <td style="text-align: center;">*</td> <td>30-JUL-2007</td> </tr> <tr> <td>008</td> <td style="text-align: center;">*</td> <td>30-AUG-2007</td> </tr> <tr> <td>009</td> <td style="text-align: center;">*</td> <td>30-SEP-2007</td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095181T700	W52H1C	J		1	PROJ CD	BRK BLK PT	G19		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	*	EA	\$ *	\$ 802,122.27
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																					
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*Confidential Treatment Requested

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
	010 * 30-OCT-2007																															
	011 * 30-NOV-2007																															
	012 * 30-DEC-2007																															
	013 * 30-JAN-2008																															
	FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) 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-0248/0001																															
0001AC	<u>PRODUCTION QUANTITY</u>	*	EA	\$ *	\$ 358,490.40																											
	NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 06 ACRN: AB AMS CD: 060011 THESE ITEMS SHALL BE SHIPPED AS SCHEDULED WITH THE WORM GEARS, AS CALLED OUT IN THE ORIGINAL TDP. THEY SHALL BE RETURNED AT A LATER DATE TO BE UPGRADED WITH THE NEW WORM GEARS PER SCP H06A2006, AND BILLED AGAINST CLIN 2001AC. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI P12964689 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>001</td> <td>W52H0951802900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-MAY-2007</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>30-JUN-2007</td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td>30-JUL-2007</td> </tr> <tr> <td>007</td> <td style="text-align: center;">*</td> <td>30-AUG-2007</td> </tr> </table>					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H0951802900	W52H1C	J		1	DEL REL CD	QUANTITY	DEL DATE	004	*	30-MAY-2007	005	*	30-JUN-2007	006	*	30-JUL-2007	007	*	30-AUG-2007
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																											
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*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p>008 DELETED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1C) XU W088 USA 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-0248/0001</p> <p>DOC SUPPL</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TE CD</th> </tr> <tr> <td>002</td> <td>W52H095208Z901</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-JUN-2007</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-JUL-2007</td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>30-AUG-2007</td> </tr> </table> <p>004 DELETED 005 DELETED 006 DELETED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) SU TRANSPORTATION OFFICER DDSP 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>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TE CD	002	W52H095208Z901	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	30-JUN-2007	002	*	30-JUL-2007	003	*	30-AUG-2007				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TE CD																								
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001	*	30-JUN-2007																											
002	*	30-JUL-2007																											
003	*	30-AUG-2007																											
1001	<p>MSN: 1240-01-483-5324</p> <p>SECURITY CLASS: Unclassified</p>																												
1001AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: INC OF ECP, M187 WROM SHAFT PRON: W15ALC37M1 PRON AMD: 01 ACRN: AC AMS CD: 31303334015</p> <p>ITEMS SCHEDULED TO SHIP ON CLIN 0001AB AFTER 30-AUG-2007 SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AB FOR \$774 EACH UP TO 109 UNITS SHIPPED ON CLIN 0001AB.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>			\$ *																									

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
2001AC	<p style="text-align: center;">(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 ANS 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 H07A2006. THESE ITEMS SHALL BE BILLED AT A PRICE OF * EACH, UP TO A QUANTITY OF *. UPON DELIVERY BACK TO THE GOVERNMENT.</p> <p style="text-align: center;">(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 style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="5">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>001</td> <td>W52H0951802900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="3"><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td colspan="3">30-JUN-2008</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1C) XU WORK USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="5">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>W52H0952082901</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 colspan="3"><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td colspan="3">30-MAY-2008</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001</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	W52H0951802900	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-JUN-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	W52H0952082901	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-MAY-2008				*	EA	\$ *	\$ 82,720.00
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	W52H0951802900	W52H1C	J		1																																																												
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																															
001	*	30-JUN-2008																																																															
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<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																												
002	W52H0952082901	W25G1U	J		1																																																												
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																															
001	*	30-MAY-2008																																																															

*Confidential Treatment Requested

A60

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05	Page 9 of 10
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001				

AG1

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO.		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AC	M151R095M1 060011	AB	2	\$	*	*	\$	*
1001AB	W16ALC37M1 31303334015	AC	2	\$	*	\$	\$	*
			676C37					
1001AC	M151R095M1 060011	AB	2	\$	*	\$	\$	* 0
2001AB	W16AKC37M1 31303334015 W16M3755M108	AC	2	\$	*	\$	\$	*
			676C37					
2001AC	M151R095M1 060011	AB	2	\$	*	\$	\$	*
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	62033000066D6D02P31303326KB	S11116	W52H09 \$ *
NET CHANGE					\$ *

NET CHANGE FOR AWARD:	\$	*	-	\$	*	\$	*	CUMULATIVE OBLIG AMT	1,767,937.77
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ACRN	EDI	ACCOUNTING CLASSIFICATION
AB	97	0X0X4930AC9G S11116 56D000006G0110000026KB S11116
AC	21	060820330000 S11116 66D6D023130333401526KB 676C37S11116 W52H09

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 09 3. Effective Date 2008JAN28 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 7. Administered By (If other than Item 6) DCPA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code S4402A EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS S4402A5601APC 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-0248/0001 10B. Dated (See Item 13) 2005AUG01 Code 0BK64 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: G

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/Offoror 15C. Date Signed 30-105-02 16B. United States Of America 16C. Date Signed 2008JAN28 (Signature of person authorized to sign) By /SIGNRD/ (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 05	Page 2 of 4
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Name of Offeror or Contractor: OFTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

MODS 07 AND 08 ARE NOT BEING USED.

THE PURPOSE OF THIS MOD 09 TO W52H0905D0248 DO 0001 IS TO ESTABLISH CLIN 0004 FOR THE ADDITION OF FUNDS PAYABLE TO OFTEX AS AN AGREED UPON ~~EQUITABLE~~ ADJUSTMENT IN THE AMOUNT OF * . FOR ADMINISTRATIVE PURPOSES, THIS AMOUNT IS SPLIT BETWEEN SUB-CLINS 0004AA AND 0004AB AT * YACH.

THIS EQUITABLE ADJUSTMENT IS FOR COSTS INCURRED IN THE TIMEFRAME OF JANUARY 1, 2007 THROUGH OCTOBER 31, 2007. IT INCLUDES COSTS ASSOCIATED WITH THE NUMEROUS ECPS/CHANGES INCURRED DURING THIS TIME PERIOD, ADDITIONAL ENGINEERING COSTS INCURRED AFTER ACCEPTANCE OF FIRST ARTICLE TEST, ADDITIONAL ENVIRONMENTAL TESTING, AND THE COST OF SCRAPPED STOPS PRIOR TO NECESSARY MATERIAL CHANGE.

THIS AMOUNT OF EQUITABLE ADJUSTMENT REPRESENTS A FULL AND FINAL RELEASE OF CLAIMS FOR THE SPECIFIC INCIDENTS IN THESE TIMEFRAMES.

ALL DISBURSEMENTS FROM THIS DELIVERY ORDER SHALL BE DISBURSED IN ASCENDING ORDER FROM OLDEST TO NEWEST. THIS SHALL BE RETROACTIVE TO THE BEGINNING OF THE ORDER. SEE SECTION G.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0010 ***

***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												
0004	SECURITY CLASS: Unclassified												
0004AA	<u>EQUITABLE ADJUSTMENT PA</u> NOUN: M187 MOUNT PRON: 2C6090461A PRON AMD: 01 ACRN: AD AMS CD: 32101366046 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="text-align: center;">001</td> <td style="text-align: center;">0</td> <td style="text-align: center;">30-JAN-2008</td> </tr> </table> <p style="text-align: center;">\$ * </p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	0	30-JAN-2008			\$ *
DLVR SCH	PERF COMPL												
REL CD	QUANTITY	DATE											
001	0	30-JAN-2008											
0004AB	<u>EQUITABLE ADJUSTMENT SUSTAINMENT</u> NOUN: M187A1 MOUNT PRON: M181P694M1 PRON AMD: 01 ACRN: AB AMS CD: 060011 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="text-align: center;">001</td> <td style="text-align: center;">0</td> <td style="text-align: center;">30-JAN-2008</td> </tr> </table> <p style="text-align: center;">\$ *</p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	0	30-JAN-2008			\$ *
DLVR SCH	PERF COMPL												
REL CD	QUANTITY	DATE											
001	0	30-JAN-2008											

ALS

Name of Offeror or Contractor: OPTEX 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 G0001 ***

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0004AA	2C6090461A 32101366046 A16F30462R2C	AD	2 \$	0.00 \$	*	*
0004AB	M181F694M1 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	AD	21 62033000065R5R13F321013255X S28017	W52H09	\$ *
NET CHANGE				\$ *

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	1,973,147.11

ACRN	EDI ACCOUNTING CLASSIFICATION
AB 97 0X0X4930AC9G	S11116 86D00000600110000026KB S11116
AD 21 060820330000	S28017 65R5R1332101366046255X 6RM169S28017 W52H09

*Confidential Treatment Requested

ALC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. 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-IBC CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code 84402A EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS 84402A5601APC 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 0BR64 Facility Code 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) 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) ACRN: AB NET INCREASE *

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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) 15B. Contractor/Officer 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) 16B. United States Of America 16C. Date Signed LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 By /SIGNED/ 2008MAY02 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE 30-105-02 3

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 10	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 10 TO W52H0905D0248 DELIVERY ORDER 0001 IS TO:

- 1) AWARD A LUMP SUM PORTION OF A REQUEST FOR EQUITABLE ADJUSTMENT IN THE THE NEGOTIATED AMOUNT OF *
- 2) THE ABOVE AMOUNT IS ADDED TO CLIN 0004AB FOR A TOTAL CLIN PRICE OF *
- 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, a causes of action that Optex may raise for any incidents, directed/constructive changes, and any other matters, occurring on or before 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**

A68

Name of Offeror or Contractor: OPEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0004	SECURITY CLASS: Unclassified				
0004AB	<u>EQUITABLE ADJUSTMENT SUSTAINMENT</u>				\$ *
	NOUN: M187A1 MOUNT PRON: M181F694M1 PRON AMD: 03 ACRN: AB AMS CD: 060011				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	001	0		30-JAN-2008	
		\$ *			
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	002	0		01-MAY-2008	
		\$ *			

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0004AB	M181F694M1 060011	AB	2	\$ *	\$ *	\$ *
				NET CHANGE	\$ *	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	97 X4930AC9G 6D	26KB S11116	\$ *
				NET CHANGE \$ *

NET CHANGE FOR AWARD:	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	\$ 2,515,687.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	97 0X0X4930AC9G S11116 86D00000600110000026KB S11116

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 11 3. Effective Date 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 Code W52H09 7. Administered By (If other than Item 6) DCA TEXAS 600 NORTH PRARL 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 Code 08X64 Facility Code 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) 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) ACRN: AC MET DECREASE: *

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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) Renita Autherford-Drake Contract Administrator 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5543 15B. Contractor/Officer 15C. Date Signed 6/17/08 16B. United States Of America 16C. Date Signed By (Signature of Contracting Officer)

NSN 7540-01-152-8070 30-105-02 PREVIOUS EDITIONS UNUSABLE

*Confidential Treatment Requested

A71

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W52H09-05-D-0248/0001	MOD/AMD 11	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO W52H09-05-F-D-0248 DO 0001 IS TO:

DELETE CLIN 2001AB FROM THIS DELIVERY ORDER. THIS CLIN WAS CREATED WITH MOD 05 FOR INCORPORATION OF ECP H07A2006. AT THE TIME, IT WAS ANTICIPATED THAT * UNITS TO ORIGINAL CONFIGURATION (BRASS GEARS) WOULD BE SHIPPED WHILE WAITING FOR STEEL GEARS TO ARRIVE. THE INTENT WAS TO RETURN THESE * ASSETS TO THE CONTRACTOR AT A LATER DATE TO INCORPORATE THE NEW GEARS. THE CONTRACTOR WAS THEN TO RESHIP THE ASSETS AND BILL * EACH.

DUE TO DELAYS BEYOND THE CONTRACTOR'S CONTROL, ALL REMAINING UNITS WILL BE SHIPPED COMPLETE WITH THE NEW GEARS INSTALLED.

THEREFORE, THIS DELIVERY ORDER IS DECREASED BY * THIS MOD WILL BE IMMEDIATELY FOLLOWED BY A NEW MOD CREATING A CLIN TO ALLOW FOR THE INCREASE IN PRICE OF * FOR * EACH, FOR A TOTAL INCREASE OF *

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0012 ***

*Confidential Treatment Requested

A72

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>DELETED</u>				

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PROV/ AMS CD/ NYPE	ACRN	ORIG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
2001AB	W16AKC37M1 31303334015 W16M3755M108	AC	1 676C37	\$ *	\$ *	0.00

NET CHANGE \$ *

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 62033000066D6D02P31303326KB S11116	W52H09	\$ *
NET CHANGE				\$ *

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	2,443,307.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AC	21 060820330000 S11116 66D6D021130333401526KB 676C37S11116 W52H09

*Confidential Treatment Requested

1792-0001 A7c

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 9

2. Amendment/Modification No. 12 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 Code W52H09 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS S4402A5601APC 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 Code DBX64 Facility Code 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) 2005AUG01 TYPE BUSINESS: Other Small Business Performing in U.S.

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: 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/Officer (Signature of person authorized to sign) 15C. Date Signed 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2008JUL17

1792-0001 A75

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 9

2. Amendment/Modification No. 12 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52H09 7. Administered By (If other than Item 6) Code S4402A
 TACOM-ROCK ISLAND DCMA TEXAS
 AMSTA-LC-IBC 600 NORTH PEARL STREET
 CHRISTINE CARSON (309)782-4301 SUITE 1630
 ROCK ISLAND IL 61299-7630 DALLAS TX 75201-2843
 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS S4402A5601APC 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 0BK64 Facility Code
 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) 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)
 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: 9
 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) *Contract Administrator*
Bonita Rutherford-Drake
 15B. Contractor/Officer
 15C. Date Signed *7/14/08*
 16A. Name And Title Of Contracting Officer (Type or print)
 LISA DEVLIN
 LISA.DEVLIN@US.ARMY.MIL (309)782-5541
 16B. United States Of America
 By _____
 (Signature of Contracting Officer)
 16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 9
	PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 12	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 12 TO W52H0905D0248 DO 0001 IS TO:

- 1) INCREASE THE UNIT PRICES OF BASIC CLINS 0001AB AND 0001AC BY * DUE TO PART OF AN EQUITABLE ADJUSTMENT.
 - 2) FOR ADMINISTRATIVE PURPOSES, THIS INCREASE WILL BE REPRESENTED ON CLINS 2001AB AND 2001AC.
 - 3) THEREFORE, FOR EACH MOUNT SHIPPED AGAINST CLIN 0001AB, THE CONTRACTOR SHALL BILL AGAINST CLIN 0001AB (\$4481.13), 1001AB (\$774), AND 2001AB * FOR A TOTAL PRICE OF *
- LIKewise, FOR EACH MOUNT SHIPPED AGAINST CLIN 0001AC, THE CONTRACTOR SHALL BILL AGAINST CLIN 0001AC (\$4481.13), 1001AC (\$774), AND 2001AC * FOR A TOTAL PRICE OF *

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, OR 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.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

*** END OF NARRATIVE A0013 ***

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 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND FRON: W15AAC06M1 FROM AMD: 03 ACRN: AA AMS CD: 33104540041 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H095181T700 W52H1C J <u>PROJ CD BRK BLK PT</u> G19 <u>DEL REL CD QUANTITY DEL DATE</u> 004 * 30-APR-2007 005 * 30-MAY-2007 006 * 30-MAY-2009 007 * 30-JUN-2009 008 * 30-JUL-2009 009 * 30-AUG-2009 010 * 30-SEP-2009 011 * 30-OCT-2009 012 * 30-NOV-2009 013 * 30-DEC-2009 FOB POINT: Destination SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE	*	EA	\$ *	\$ 802,122.27

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																
0001AC	<p style="text-align: center;">ROCK ISLAND IL 61299-5000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 07 ACRN: AB AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI 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></p> <table style="width:100%; border-collapse: collapse;"> <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>MILETRIP</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>W52H095180Z900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-JUL-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>30-AUG-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td>30-SEP-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td style="text-align: center;">*</td> <td>30-OCT-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>008</td> <td style="text-align: center;">*</td> <td>30-NOV-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>009</td> <td style="text-align: center;">*</td> <td>30-DEC-2008</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H095208Z901</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-JAN-2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>28-FEB-2009</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILETRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H095180Z900	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				004	*	30-JUL-2008				005	*	30-AUG-2008				006	*	30-SEP-2008				007	*	30-OCT-2008				008	*	30-NOV-2008				009	*	30-DEC-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	W52H095208Z901	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-JAN-2009				002	*	28-FEB-2009				*	EA	\$ *	\$ 672,159.50
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*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	003 * 30-MAR-2009																
	004 * 30-APR-2009																
	FOB POINT: Destination SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001																
1001	NSN: 1240-01-483-5324 SECURITY CLASS: Unclassified																
1001AB	<u>UNIT PRICE INCREASE</u> NOUN: UNIT PRICE INCREASE PRON: W16ALC37M1 PRON AMD: 02 ACRN: AC AMS CD: 31303334015 ITEMS Shipped ON CLIN 0001AB SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AB FOR \$774 EACH UP TO 159 UNITS. (20 units have previously shipped on Clin 0001AB) 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">DLVR SCH</td> <td style="width:30%;"></td> <td style="width:20%;">PERF COMPL</td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-JUN-2009</td> <td></td> </tr> </table>					DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	0	30-JUN-2009	
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	\$ *	*	EA	\$ *	\$ *												

*Confidential Treatment Requester

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																								
2001	<p>AMS CD: 060011</p> <p>ITEMS Shipped ON CLIN 0001AC SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AC FOR \$774 EACH UP TO 150 UNITS.</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCRPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="5" style="text-align: right;">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>001</td> <td>W52H095180Z900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>DELETED</td> <td colspan="4"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="5" style="text-align: right;">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>W52H095208Z901</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 colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>DELETED</td> <td colspan="4"></td> </tr> <tr> <td>002</td> <td>DELETED</td> <td colspan="4"></td> </tr> <tr> <td>003</td> <td>DELETED</td> <td colspan="4"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER ODSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001</p> <p>NSN: 1240-01-483-5324 SECURITY CLASS: Unclassified</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	W52H095180Z900	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	DELETED					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	W52H095208Z901	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	DELETED					002	DELETED					003	DELETED								
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
2001AB	<p><u>UNIT PRICE INCREASE</u></p> <p>NOUN: UNIT PRICE INCREASE PRON: 2C8130221A PRON AMD: 01 ACRN: AB AMS CD: 32101366022</p> <p>ITEMS SHIPPED ON CLIN 0001AB, AND ALSO BE BILLED AGAINST CLIN 1001AB FOR \$774, SHALL ALSO BE BILLED AGAINST THIS CLIN 2001AB FOR \$447.27 EACH, UP TO 159 UNITS. (20 units have previously shipped on Clin 0001AB)</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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DLVR SCH</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">PERF COMPL</td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">DATE</td> <td></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2010</td> </tr> </table> <p style="text-align: center;">\$ *</p> <p>"NEW CONFIGURATION" (End of narrative A001)</p>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE		001	0	30-SEP-2010				\$ *
DLVR SCH	QUANTITY	PERF COMPL												
REL CD	DATE													
001	0	30-SEP-2010												
2001AC	<p><u>UNIT PRICE INCREASE</u></p> <p>NOUN: UNIT PRICE INCREASE PRON: M151R095M1 PRON AMD: 07 ACRN: AB AMS CD: 060011</p> <p>(Deleted narrative B0001)</p> <p>ITEMS SHIPPED ON CLIN 0001AC, AND ALSO BE BILLED AGAINST CLIN 1001AC FOR \$774, SHALL ALSO BE BILLED AGAINST THIS CLIN 2001AC FOR \$447.27 EACH, UP TO 150 UNITS.</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.</p> <p>(End of narrative B002)</p>	*	EA	\$ *	\$ *									

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/AMS CD/ MIFR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AC	M151R095M1 060011	AB	2	\$ *	\$ *	\$ *
1001AB	W16ALC37M1 313G333401E	AC	2 676C37	\$ *	\$ *	\$ *
1001AC	M151R095M1 060011	AB	2	\$ *	\$ *	\$ *
2001AB	2C8130221A 32101366022 A18P30222R2C	AE	2 8RM223	\$ *	\$ *	\$ *
2001AC	M151R095M1 060011	AB	2	\$ *	\$ *	\$ *
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 62033000066D6D02P11303326KB S11116	W52H09	\$ *
Army	AE	21 62033000085R5R13P32101331E1 S28017	W52H09	\$ *
NET CHANGE				\$ *

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

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	97 0X0X4930AC9G S11116 56D00000600110000026KB S11116
AC	21 060020330000 S11116 66D6D023130333401526KB 676C37S11116 W52H09
AE	21 081020330000 S28017 85R5R133210136602231E1 8RM223S28017 W52H09

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 13	Page 2 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 13 TO W52H0905D0248 DO 0001 IS TO REVISE THE DELIVERY SCHEDULE FOR CLINS 0001AB AND 0001AC TO ALLOW TIME TO VERIFY DISCREPANCIES IN ACCEPTANCE AND INSPECTION EQUIPMENT MEASUREMENTS.

SEE SCHEDULE B FOR SCHEDULE.

PLEASE NOTE THAT FOR BILLING PURPOSES, SHIPMENTS AGAINST CLIN 0001AB SHALL ALSO BE BILLED AGAINST CLINS 1001AB AND 2001AB. LIKEWISE, SHIPMENTS AGAINST CLIN 0001AC SHALL ALSO BE BILLED AGAINST CLINS 1001AC AND 2001AC. SEE MOD 12 FOR DETAIL.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0614 ***

A86

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 FSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																																													
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 PRON AMD: 03 ACRN: AA AMS CD: 33104540041 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>REL CD</u></td> <td style="border-bottom: 1px solid black;"><u>MILSTRIP</u></td> <td style="border-bottom: 1px solid black;"><u>ADDR</u></td> <td style="border-bottom: 1px solid black;"><u>SIG CD</u></td> <td style="border-bottom: 1px solid black;"><u>MARK FOR</u></td> <td style="border-bottom: 1px solid black;"><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H095181T700</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;"><u>PROJ CD</u></td> <td style="border-bottom: 1px solid black;"><u>BRK</u></td> <td style="border-bottom: 1px solid black;"><u>BLK</u></td> <td style="border-bottom: 1px solid black;"><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td>G19</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>DEL REL CD</u></td> <td style="border-bottom: 1px solid black;"><u>QUANTITY</u></td> <td style="border-bottom: 1px solid black;"><u>DEL DATE</u></td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-APR-2007</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>30-MAY-2007</td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td>30-JUN-2009</td> </tr> <tr> <td>007</td> <td style="text-align: center;">*</td> <td>30-JUL-2009</td> </tr> <tr> <td>008</td> <td style="text-align: center;">*</td> <td>30-AUG-2009</td> </tr> <tr> <td>009</td> <td style="text-align: center;">*</td> <td>30-SEP-2009</td> </tr> <tr> <td>010</td> <td style="text-align: center;">*</td> <td>30-OCT-2009</td> </tr> <tr> <td>011</td> <td style="text-align: center;">*</td> <td>30-NOV-2009</td> </tr> <tr> <td>012</td> <td style="text-align: center;">*</td> <td>30-DEC-2009</td> </tr> <tr> <td>013</td> <td style="text-align: center;">*</td> <td>30-JAN-2010</td> </tr> </table> FOB POINT: Destination SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H095181T700	W52H1C	J		1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			G19					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	004	*	30-APR-2007	005	*	30-MAY-2007	006	*	30-JUN-2009	007	*	30-JUL-2009	008	*	30-AUG-2009	009	*	30-SEP-2009	010	*	30-OCT-2009	011	*	30-NOV-2009	012	*	30-DEC-2009	013	*	30-JAN-2010	*	EA	\$ *	\$ 802,122.27
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																									
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*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001				
0001AC	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 09 ACRN: AB AMS CD: 060011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI F12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H095180Z900 W52H1C J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 004 * 30-JUL-2008 005 * 30-SEP-2008 006 * 30-OCT-2008 007 * 30-NOV-2008 008 * 30-DEC-2008 009 * 30-JAN-2009 FOB POINT: Destination SHIP TO: (W52H1C) 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 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H095208Z901 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 28-FEB-2009 002 * 30-MAR-2009	*	EA	\$ *	\$ 672,169.50

*Confidential Treatment Requested

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 13	Page 5 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003	✕ 30-APR-2009				
004	✕ 30-MAY-2009				
	FOB POINT: Destination				
	SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0001				

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 5
2. Amendment/Modification No. 14 3. Effective Date 2009MAY18 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
7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843
Code W52K09 Code 54402A
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS 84402A5601APC 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 75081-2439
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W52K09-05-D-0246/0001
10B. Dated (See Item 13)
2005AUG01
Code 0BK64 Facility Code
TYPE BUSINESS: Other Small Business Performing in U.S.

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: 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/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed
By /SIGNED/ 2009MAY18
(Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52HD9-05-D-0248/0001 MOD/AMD 14	Page 2 of 5
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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 ***

Ag

Name of Offeror or Contractor: OPTEX 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: 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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H095181T700 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> G19</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>DEL REL CD</u></th> <th style="text-align: center;"><u>QUANTITY</u></th> <th style="text-align: left;"><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr><td>004</td><td style="text-align: center;">*</td><td>30-APR-2007</td></tr> <tr><td>005</td><td style="text-align: center;">*</td><td>30-MAY-2007</td></tr> <tr><td>006</td><td style="text-align: center;">*</td><td>30-SEP-2009</td></tr> <tr><td>007</td><td style="text-align: center;">*</td><td>30-OCT-2009</td></tr> <tr><td>008</td><td style="text-align: center;">*</td><td>30-NOV-2009</td></tr> <tr><td>009</td><td style="text-align: center;">*</td><td>30-DEC-2009</td></tr> <tr><td>010</td><td style="text-align: center;">*</td><td>30-JAN-2010</td></tr> <tr><td>011</td><td style="text-align: center;">*</td><td>28-FEB-2010</td></tr> <tr><td>012</td><td style="text-align: center;">*</td><td>30-MAR-2010</td></tr> <tr><td>013</td><td style="text-align: center;">*</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 GILLEGPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</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>	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	*	EA	\$_*	\$ 802,122.27
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																				
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006	*	30-SEP-2009																																				
007	*	30-OCT-2009																																				
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011	*	28-FEB-2010																																				
012	*	30-MAR-2010																																				
013	*	30-APR-2010																																				

*Confidential Treatment Requested

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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>NGUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 10 ACRN: AB AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI P12984609 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">DOC</td> <td colspan="4" style="text-align: right;">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>001</td> <td>W52H0951602900</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td colspan="4">30-JUL-2008</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td colspan="4">30-SEP-2008</td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td colspan="4">30-OCT-2008</td> </tr> <tr> <td>007</td> <td style="text-align: center;">*</td> <td colspan="4">30-NOV-2008</td> </tr> <tr> <td>008</td> <td style="text-align: center;">*</td> <td colspan="4">30-MAR-2009</td> </tr> <tr> <td>009</td> <td style="text-align: center;">*</td> <td colspan="4">30-APR-2009</td> </tr> </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> <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">DOC</td> <td colspan="4" style="text-align: right;">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>W52H0952082901</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td colspan="4">30-MAY-2009</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td colspan="4">30-JUN-2009</td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td colspan="4">30-JUL-2009</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td colspan="4">30-AUG-2009</td> </tr> </table> <p>FOB POINT: Destination</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	W52H0951602900	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				004	*	30-JUL-2008				005	*	30-SEP-2008				006	*	30-OCT-2008				007	*	30-NOV-2008				008	*	30-MAR-2009				009	*	30-APR-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	W52H0952082901	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-MAY-2009				002	*	30-JUN-2009				003	*	30-JUL-2009				004	*	30-AUG-2009				*	EA	\$ *	\$ 672,169.50
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*Confidential Treatment Requested

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (W52H1C) 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				

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 4
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0248		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2006FEB03	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE
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 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		CODE S4402A
9. CONTRACTOR NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769		CODE 0BK64	FACILITY	SCD: A PAS: NONE ADP FT: HQ0139	16. DELIVER TO FOR POINT BY (Date) (YYYYMMDD) SEE SCHEDULE
14. SHIP TO SEE SCHEDULE		CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WSST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
11. X IF BUSINESS IS	<input checked="" type="checkbox"/> SMALL	<input type="checkbox"/> SMALL DISADVANTAGED	<input type="checkbox"/> WOMAN-OWNED	11. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	
11. X IF BUSINESS IS	<input checked="" type="checkbox"/> SMALL	<input type="checkbox"/> SMALL DISADVANTAGED	<input type="checkbox"/> WOMAN-OWNED	11. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/> X	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.			
PURCHASE	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following as 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
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				
25. TOTAL	24. UNITED STATES OF AMERICA VICKI AHLGRIM /SIGNED/ VICKI AHLGRIM@US.ARMY.MIL (309) 782-3220				\$245,150.00
26. DIFFERENCES	BY: _____ CONTRACTING/ORDERING OFFICER				
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				
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

A 95

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SIIN W52H09-05-D-0248/0002 MOD/AMD	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

1. This Delivery Order 0002 against basic award W52H09-05-D-0248 is for the following items:

CLIN 0001AB - ~~4~~ each, M107A1 Mount Telescope, NSN: 1240-01-483-5324, P/N: 12984669, unit price ~~4~~, total ~~4~~

2. See Section B for delivery schedule.

3. All terms and conditions of the Basic Contract W52H09-05-D-0248 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																																					
	SUPPLIES OR SERVICES AND PRICES/COSTS																																									
0001	NSN: 1240-01-483-5324 FSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																									
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND PRON: M161F756M1 PRON AMD: 01 ACRN: AA AMS CD: 060011 <u>Packaging and Markings</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>25-SEP-2007</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>002</td> <td>W52H0960242905</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>25-OCT-2007</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 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	✱	25-SEP-2007	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0960242905	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	✱	25-OCT-2007	✱		EA	\$ ✱	\$ ✱
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*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	M161F756M1 060011	AA 2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	5
TOTAL						\$ 5
SERVICE NAME	TOTAL BY ACRN	ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97	X4930AC9G 6D	26KB S11116	W52H09 \$	5
TOTAL						\$ 245,150.00

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 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-IC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7530 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 Code 84402A 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. 9D. Dated (See Item 11)

10A. Modification Of Contract/Order No. M52H09-05-D-0248/0002 10B. Dated (See Item 13) 2006FEB03 Code 08K64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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: *

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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/Offoror 15C. Date Signed 16B. United States Of America 16C. Date Signed 2006JUL26 (Signature of person authorized to sign) By /SIGNED/ (Signature of Contracting Officer)

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

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN M52H09-05-D-0248/0002 MOD/AMD 01	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO M52H0905D0248 DELIVERY ORDER 0002 IS TO:

- 1) INCREASE THE UNIT PRICE OF CLINS 0001AB BY *A* EACH, DUE TO THE INCORPORATION OF A COST IMPACTING ECP (H06A2048). THIS ECP INVOLVES RETROFITTING A NEW QUICK DISCONNECT TO UNITS CURRENTLY IN PRODUCTION (50).
- 2) THIS IS A TOTAL INCREASE TO THIS DELIVERY ORDER OF *A*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

***Confidential Treatment Requested**

A100

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
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*Confidential Treatment Requested

A/01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 8 - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M161P756M1 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:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

*Confidential Treatment Requested

A/B2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 02 3. Effective Date 2007APR26 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GFA-B 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 75201-2843 Code 84402A 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 75081-2769 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)

10A. Modification Of Contract/Order No. W52H09-05-D-0248/0002 10B. Dated (See Item 13) 2006FEB03 Code 0BK64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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: /

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

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 2007APR26 (Signature of person authorized to sign) By /SIGNED/ (Signature of Contracting Officer)

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

*Confidential Treatment Requested

A103

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIN W52H09-05-D-0248/0002 MOD/AMD 02	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION
AS A RESULT OF THE INCORPORATION OF RCP H07A2006:

- 1) THE UNIT PRICE ON DELIVERY ORDER 0002 IS INCREASED BY ~~24~~ FOR A TOTAL PRICE OF ~~1A~~
- 2) ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 0003 ***

***Confidential Treatment Requested**

A104

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION 8 - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>	*	EA	\$ *	\$ *
	<p>NOUN: MOUNT, TELESCOPE AND PRGN: M161F756M1 PRON AMD: 04 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0960242904 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 25-SEP-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) BU TRANSPORTATION OFFICER DDSP 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-0248/0002</p> <p>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H0960242905 W52G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 25-OCT-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52G2T) XU DEP DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0002</p>				

*Confidential Treatment Requested

A/05

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ NIPR	OBLG STAT/ JOB ORD NO	ACRN	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M161F756M1 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:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ *	\$ *	\$ *

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9G S11116 66D00000600110000026KB S11116

~~*Confidential Treatment Requested*~~

1792-0002 AK

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 TACOM-ROCK ISLAND AMSTA-LC-IBC CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code 84402A 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) 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-0248/0002 10B. Dated (See Item 13) 2006FEB03 Code 0BK64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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) ACEN: AA NET INCREASE: 2

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 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 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) 16B. United States Of America 16C. Date Signed LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 By /SIGNED/ 2008JUL17 (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

*Confidential Treatment Requested

A107 1792-000

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 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 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH BEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code W52H09 Code 54402A

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) 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-0248/0002 10B. Dated (See Item 13) 2006FEB03

Code 0BK64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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: RA NET INCREASE: *

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 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: X D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X 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) Contract Administrator Benita Butherford Drake 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 7/14/08 16B. United States Of America 16C. Date Signed By (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

*Confidential Treatment Requested

A108

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0002 MOD/AMD 03	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO W52H09-05-F-D-0248 DO 0002 IS TO:

- 1) INCREASE THE UNIT PRICE FROM ~~1~~ BY ~~1~~ , TO A UNIT PRICE OF ~~1~~

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. 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.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0005 ***

~~*Confidential Treatment Requested~~

A109

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	NEN: 1240-01-483-5324 FSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																											
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: MOUNT, TELESCOPE AND PRON: M161F756M1 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>30-JAN-2010</td> </tr> </table> FOB POINT: Destination SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H05-05-D-0248/0002 DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>002</td> <td>W52H0960242905</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>28-FEB-2010</td> </tr> </table> FOB POINT: Destination SHIP TO: (W62G2T) XR W1BG 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	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H0960242904	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	001	✱	30-JAN-2010	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0960242905	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	✱	28-FEB-2010	✱		EA	\$	✱	\$	✱
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W52H0960242904	W25G1U	J		1																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	✱	30-JAN-2010																																										
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
002	W52H0960242905	W62G2T	J		1																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	✱	28-FEB-2010																																										
*Confidential Treatment Requested																																												

A 110

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M161F756M1 060011	AA	2	\$ 0	\$ 0	\$ 0
				NET CHANGE	\$ 0	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9G 6D	26XB S11116	\$ 0
				NET CHANGE

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ 0	\$ 0	\$ 0

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9G S11116 66D00000600110000026KB S11116

*Confidential Treatment Requested

A111 1792-3

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 4
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0248		2. DELIVERY ORDER/CALL NO. D003		3. DATE OF ORDER/CALL (YYYYMMDD) 2007MAY01	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE
5. PRIORITY DDAS		6. ISSUED BY TRCOM-ROCK ISLAND AWSTA-LC-CRWC-D 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 75201-2043	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR CODE 0BK64 NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769		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
14. SHIP TO SEE SCHEDULE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	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 Question _____, Dated _____ furnish the following on terms specified below. 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 enclose.		24. UNITED STATES OF AMERICA LISA DEVLIN /SIGNED/ LISA.DEVLIN@US.ARMY.MIL (309) 782-5541 BY:		25. TOTAL \$717,850.40	26. DIFFERENCES
27. 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				
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

A112

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: OPTIK SYSTEMS INC

SUPPLEMENTAL INFORMATION

1. Delivery Order 0003 to contract W52H09-05-D-0248 is for ~~1~~⁴ each, M187 Telescope Mount, NSN: 1240-01-483-5324, PN 12984689..
2. The unit price of ~~1~~⁴ each reflects the unit price of CLIN 0001 issued during Ordering Period 02 (1 JULY 2006 thru 31 JUNE 2007), for a total delivery order price of
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 ~~1~~⁴ each. To date, the Total Quantity Ordered under this contract is ~~1~~⁴ each.
7. This delivery order is subject to the terms and conditions of contract W52H09-05-D-0248.

*** END OF NARRATIVE A 0001 ***

***Confidential Treatment Requested**

A113

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: 12984689 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u>	*	EA	\$	6
	NOUN: MOUNT, TELESCOPE AND PRON: W16AMCJ7M1 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				
	<u>RBL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD</u>				
	001 W52H097107T732 W52H1C J 3				
	<u>PROJ CD ERK BLK PT</u>				
	G19				
	<u>DEL RBL CD QUANTITY DEL DATE</u>				
	001 *				
	002 *				
	003 *				
	004 *				
	005 *				
	FOR POINT: Destination				
	<u>SHIP TO: FREIGHT ADDRESS</u> (W52H1C) 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				

*Confidential Treatment Requested

A114

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIFR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	W16AMC37M1 31303334015 W16M375EN100	AA 2	21 62033000066D6D02P31303326KB S11116	676C37	W52H09 \$	★
TOTAL						\$ ★

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Aray	AA	21 62033000066D6D02P31303326KB S11116	W52H09 \$	★
TOTAL				\$ ★

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	21 050820330000 S11116 66D6D023130333401526KB 676C37S11116 W52H09

*Confidential Treatment Requested

A115 1792-0003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 5

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

01

2008JUL17

SEE SCHEDULE

6. Issued By

Code

W52H09

7. Administered By (If other than Item 6)

Code

84402A

TACOM-ROCK ISLAND
AMSTA-LC-IBC
CHRISTINE CARSON (309)782-4301
ROCK ISLAND IL 61299-7630

DCMA TEXAS
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)

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-0248/0003

10B. Dated (See Item 13)

2007MAY01

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 0BK64

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 (Required)

ACRN: AB NET INCREASE:

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, a 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)

2008JUL17

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

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

*Confidential Treatment Requested

A/KG 1792-0003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 5

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

01

SEE SCHEDULE

6. Issued By

Code

W52H09

7. Administered By (If other than Item 6)

Code

S4402A

TACOM-ROCK ISLAND
AMSTA-LC-IBC
CHRISTINE CARSON (309) 782-4301
ROCK ISLAND IL 61299-7630

DCMA TEXAS
600 NORTH PEARL STREET
SUITE 1630
DALLAS TX 75201-2843

EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

SCD A

PAS NONE

ADP PT H00339

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.

W52H09-05-D-0248/0003

10B. Dated (See Item 13)

2007MAY01

Code 0BK64

Facility Code

TYPE BUSINESS: Other Small Business Performing in U.S.

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 (Required)

ACRN: AB NET INCREASE:

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 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, a 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)

Linda Butcher-Drake Contract Administrator

16A. Name And Title Of Contracting Officer (Type or print)

LISA DEVLIN
LISA.DEVLIN@US.ARMY.MIL (309) 782-5541

15B. Contractor/Officer

[Signature]
(Signature of person authorized to sign)

15C. Date Signed

7/14/08

16B. United States Of America

16C. Date Signed

By

(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

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

*Confidential Treatment Requested

A117

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIIN 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-F-D-0248 DO 0003 IS TO:

- 1) INCREASE THE UNIT PRICE FROM ~~17~~ BY ~~1~~ FOR A NEW UNIT PRICE OF ~~17~~
- 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 ~~17~~, AND 1001AB ~~17~~ FOR A TOTAL UNIT PRICE OF ~~17~~

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. 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.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0003 ***

*Confidential Treatment Requested

A 118

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 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																																																						
0001AB	<u>PRODUCTION QUANTITY</u>	✱	EA	\$ ✱	\$ ✱																																																																		
	<p>NOUN: MOUNT, TELESCOPE AND PRON: W16AMC37M1 PRON AMD: 02 ACRN: AA AMS CD: 31303334015</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 style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="2">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>W52H0971077732</td> <td>W52H1C</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="2" style="text-align: center;">G19</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 style="text-align: center;">✱</td> <td>30-MAR-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td style="text-align: center;">✱</td> <td>30-APR-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td style="text-align: center;">✱</td> <td>30-MAY-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td style="text-align: center;">✱</td> <td>30-JUN-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td style="text-align: center;">✱</td> <td>30-JUL-2010</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W52H1C) XV 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-0248/0003</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	W52H0971077732	W52H1C	J		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					G19					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	✱	30-MAR-2010				002	✱	30-APR-2010				003	✱	30-MAY-2010				004	✱	30-JUN-2010				005	✱	30-JUL-2010			
DOC	SUPPL																																																																						
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																																		
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001	✱	30-MAR-2010																																																																					
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004	✱	30-JUN-2010																																																																					
005	✱	30-JUL-2010																																																																					
1001	SECURITY CLASS: Unclassified																																																																						
1001AB	<u>UNIT PRICE INCREASE</u>				\$ 296,042.85																																																																		

*Confidential Treatment Requested

A119

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>NOUN: UNIT PRICE INCREASE PRON: 2CB110221A PRON AMD: 01 ACRN: AB AMS CD: 32101366022</p> <p>ITEMS SHIPPED ON CLIN 0001AB SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AB FOR EACH UP TO UNITS.</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.</p> <p style="text-align: center;">(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="0"><tr><td>DELVR 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 style="text-align: center;">✱</td><td>30-DEC-2010</td></tr><tr><td></td><td style="text-align: center;">✱</td><td></td></tr></table>	DELVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	✱	30-DEC-2010		✱					
DELVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	✱	30-DEC-2010															
	✱																

*Confidential Treatment Requested

A120

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO.	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1001AB	2C8110221A 32101366022 A18P30222R2C	AB	2 BRM223	\$ 0	\$ 0	\$ 0
				NET CHANGE	\$ 0	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 82033000085R5R13P32101131E1	S28017 W52H09	\$ 0
				NET CHANGE

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ 0	\$ 0	\$ 0	\$ 0

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	21 081020330000 S28017 85R5R133210136602231E1 BRM223S28017 W52H09

*Confidential Treatment Requested

1792-4

A121

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 5
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0246		2. DELIVERY ORDER/CALL NO. 0004	3. DATE OF ORDER/CALL (YYYYMMDD) 2007JUN25	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOAS
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-IC-GMCC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		CODE W52H09	7. ADMINISTERED BY (If other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD: A PAS: NONE ADP FY: HQ0339		CODE S4402A
9. CONTRACTOR NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 TYPE BUSINESS: Other Small Business Performing in U.S.		CODE OSK64	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/WSST EMPLOYMENT OPERATIONS PO BOX 192381 COLUMBUS OH 43218-2381		CODE HQ0339
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 your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following in 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 LISA.DEVLIN@US.ARMY.MIL (309)782-5541 BY: _____ CONTRACTING/ORDERING OFFICER			25. TOTAL \$708,405.00
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	26. DIFFERENCES				
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	33. AMOUNT VERIFIED CORRECT FOR
36. 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	
n. DATE (YYYYMMDD)	h. SIGNATURE AND TITLE OF CERTIFYING OFFICER				
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

A122

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0004 MOD/AMD	Page 2 of 5
Name of Offeror or Contractor: OPTEX SYSTEMS INC		

SUPPLEMENTAL INFORMATION

1. Delivery Order 0004 to contract W52H09-05-D-0248 is for ~~1~~ each, M187 Telescope Mount, NSN: 1240-01-483-5324, PN 12984685.
2. The unit price of ~~1~~ each 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 ~~1~~.
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 ~~1~~ each. To date, the Total Quantity Ordered under this contract is ~~1~~ each.
7. This delivery order is subject to the terms and conditions of contract W52H09-05-D-0248.

*** END OF NARRATIVE A0001 ***

—*Confidential Treatment Requested

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 PSCN: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified																																																										
0001AB	<u>PRODUCTION QUANTITY</u> NGUN: M187 MOUNT, TELESCOPE AND PRON: M171R580N1 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>001</td> <td>W52H0971502900</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>30-AUG-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">✱</td> <td>30-SEP-2008</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✱</td> <td>30-OCT-2008</td> </tr> <tr> <td>004</td> <td style="text-align: center;">✱</td> <td>30-NOV-2008</td> </tr> <tr> <td>005</td> <td style="text-align: center;">✱</td> <td>30-DEC-2008</td> </tr> </table> <p>FOR POINT: Destination</p> <p>SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0248/0004</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>002</td> <td>W52H0971502901</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✱</td> <td>30-AUG-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">✱</td> <td>30-SEP-2008</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✱</td> <td>30-OCT-2008</td> </tr> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H0971502900	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	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H0971502901	W31G1Z	J		1	DEL REL CD	QUANTITY	DEL DATE	001	✱	30-AUG-2008	002	✱	30-SEP-2008	003	✱	30-OCT-2008	✱	EA	\$ 4	\$ 4
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*Confidential Treatment Requested

A124

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	ACCOUNTING CLASSIFICATION		JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
ITEM	MLPR	ACRN STAT			NUMBER	STATION	AMOUNT
0001AB	M171R5B0M1 060011	AA 2	97	X4930AC9G 6D	26XB	S11116 W52H09	\$ \$
TOTAL							\$

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97	X4930AC9G 6D	26XB S11116 W52H09	\$ \$
TOTAL					\$

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	97	0X0X4930AC9G S11116 76000000500110000026KB S11116

*Confidential Treatment Requested

1792-0001 A125

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 7. Administered By (If other than Item 6) DCMA TEXAS 600 NORTH PEARL STREET SUITE 1610 DALLAS TX 75201-2643 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

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No. WS2H09-05-D-0248/0004

10B. Dated (See Item 13) 2007JUN25

Code DBK64 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 (Required) ACRN: AA NET INCREASE: [initials]

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 [X] 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/Officer (Signature of person authorized to sign) 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309) 782-5541 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2008JUL17

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

*Confidential Treatment Requested

A126 1792-0004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 5

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

01

SEE SCHEDULE

6. Issued By

Code

W52H09

7. Administered By (If other than Item 6)

Code

S4402A

TACOM-ROCK ISLAND
AMSTA-LC-IBC
CHRISTINE CARSON (309) 782-4301
ROCK ISLAND IL 61299-7639

DCMA TEXAS
600 NORTH PEARL STREET
SUITE 1630
DALLAS TX 75201-2843

EMAIL: CHRISTINE.CARSON@US.ARMY.MIL

SCD A

PAS NONE

ADP FT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

OPEX 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-0248/0004

10B. Dated (See Item 13)

2007JUN25

TYPE BUSINESS: Other Small Business Performing in U.S.

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 (Required)
ACRN: AA NET INCREASE: A

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) <u>Denise Rutherford-Drake</u> <u>Contract Administrator</u>		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309) 782-5541	
15B. Contractor/Offeror <u>[Signature]</u> (Signature of person authorized to sign)	15C. Date Signed <u>7/14/08</u>	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

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

*Confidential Treatment Requested

A127

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0004 MOD/AMD 01	Page 2 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO W52H09-05-F-D-0248 DO 0002 IS TO:

- 1) INCREASE THE UNIT PRICE FROM ~~1~~ BY ~~1~~ , TO A NEW UNIT PRICE OF ~~1~~

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. 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.

- 2) REVISE THE DELIVERY SCHEDULE, SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE 0002 ***

***Confidential Treatment Requested**

A128

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																
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*Confidential Treatment Requested

A129

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
004	✕ 30-OCT-2010																																		
005	✕ 30-NOV-2010																																		
FOB POINT: Destination SHIP TO: (W31G12) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6017 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>003</td> <td>W52H097150Z902</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <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> </table> FOB POINT: Destination SHIP TO: (W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 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	W52H097150Z902	W62G2T	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																																	

*Confidential Treatment Requested

A130

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

LINE	PRUN/ AMS CD/ ITEM	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M171R580M1 060011	AA 2	\$	\$	\$

NET CHANGE \$

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
ATRY	AA	97 X4930AC9G 5D	26EB S11116	\$

NET CHANGE \$

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

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9G S11116 76D00000600110000026KB S11116 W52R09

*Confidential Treatment Requested

In accordance with 17 CFR 200.80(b)(4), Optex is requesting confidential treatment of the quantities and prices, including unit prices and obligated amounts, redacted in this contract, because disclosure of this information may cause Optex significant competitive harm in future contracting efforts.

The quantities and prices Optex is requesting confidential treatment for can be found on the following pages:

B-32 QTY
B-32 UNIT PRICE
B-33 QTY
B-33 UNIT PRICE
B-33 DEL QTY
B-33 DEL QTY
B-33 DEL QTY
B-35 OBLIGATED AMT
B-35 TOTAL OBLIGATED AMT
B-35 OBLIGATED AMT
B-37 QTY
B-37 QTY
B-37 QTY
B-37 QTY
B-38 QTY
B-38 UNIT PRICE
B-38 DEL QTY
B-38 DEL QTY

31

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 350)	Rating DOA5	Page 1 Of 30 Pages
2. Contract (Proc. Inst. Ident.) No. W52H09-D-0128		3. Effective Date 2009MAR24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-GLK-A KEVIN GILMORE (309)782-3558 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	
e-mail address: KEVIN.GILMORE@US.ARMY.MIL		SCD 5 PAS NONE ADP PT HQ0339		

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
TYPE BUSINESS: Other Small Business Performing in U.S.		9. Discount For Prompt Payment	
Code 0BK64 Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) <input type="checkbox"/> Item 12	
11. Ship To/Mark For SEE SCHEDULE		To The Address Shown In:	

12. Payment Will Be Made By DPAS-COLUMBUS CENTER DPAS CO-WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 PHONE: 1-800-756-4571 Payment will be made by Electronic Funds Transfer		Code HQ0339
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. SEE SCHEDULE	15B. Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
Contract Expiration Date: 2012MAR30		15G. Total Amount Of Contract →		\$0.00	

16. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	30
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	14		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	17		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data			M	Evaluation Factors for Award	
X	H	Special Contract Requirements	18				

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 W52H0908R0274, 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 BRIAN W. SCHMIDT BRIAN.W.SCHMIDT@US.ARMY.MIL (309)782-0988	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2009MAR24
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS AWARD IS AWARDED MADE TO OPTEX SYSTEM INC FOR A THREE YEAR IDIQ, DELIVERY ORDER FOR THE GUARANTEED MINIMUM QUANTITY WILL BE ISSUED CONCURRENTLY WITH THIS AWARD, THE GOVERNMENT SHALL HAVE NO FURTHER OBLIGATION TO PLACE ANY FURTHER ORDERS FOR THE FOLLOWING BE ITEM:

CLIN	NOUN	NSN	P/N
0001AA	PERISCOPE, ARMORED	1240-01-319-8995	12357792

2. DELIVERY IS FOB DESTINATION. DELIVERY SCHEDULE IS SET FORTH IN SECTION B. EARLY DELIVERIES ARE AUTHORIZED AT NO ADDITIONAL COST THE GOVERNMENT.

3. THERE IS NO FIRST ARTICLE TEST REQUIREMENT FOR THIS AWARD.

4. ALL OTHER TERMS AND CONDITIONS FROM SOLICITATION W52H0908R0274 AND OFFER DATED JANUARY 26, 2009 ARE INCORPORATED HEREIN.

*** END OF NARRATIVE A9004 ***

	Regulatory Cite	Title	Date
A-1	52.246-4500 TACOM LCMC (RI)	WIDE AREA WORKFLOW-RECEIPT ACCEPTANCE (WAWF-RA)	OCT/2007

(a) To comply with the clauses at 252.246-7000, "Material Inspection and Receiving Report", and at 252.232-7003, Electronic Submission of Payment Requests, TACOM LCMC (Rock Island) uses the WAWF-RA Program. Receipts on this order will be processed via WAWF. The contractor is required to register and use WAWF at <https://wawf.eb.mil>.

(b) When prompted to send additional email notifications, add tami.lord@us.army.mil.

(c) You may use this link for assistance in completing the WAWF documentation:
<http://www.dfas.mil/contractorpay/electroniccommerce/ECToolBox/CreateCIRR.swf>

(d) Other WAWF training is available from the WAWF main web site, or directly at: <http://www.wawftraining.com>

(A96510) (End of clause)

A-2	52.201-4501 TACOM LCMC (RI)	NOTICE ABOUT TACOM LCMC (RI) OMBUDSMAN	MAY/2007
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a. We have an Ombudsman Office here at TACOM LCMC (Rock Island). Its purpose is to open another channel of communication with TACOM LCMC (RI) Contractors.

b. If you think that this solicitation:

- (1) has inappropriate requirements; or
- (2) needs streamlining; or
- (3) should be changed, you should first contact the buyer or the (Procurement) Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM LCMC (Rock Island)
ATTN: AMSTA-AQ-AR (OMBUDSMAN)
1 Rock Island Arsenal
Rock Island IL 61299-7630
Phone: (309) 782-3224

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 30
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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

Electronic Mail Address: ROCK-OMBUDSMAN@conus.army.mil

e. If you contact the Ombudsman, please provide the following information:

- (1) TACOM LCMC (RI) solicitation number;
- (2) Name of PCO;
- (3) Problem description;

A-3 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION FEB/2003
TACOM LCMC
(RI)

This constitutes notification pursuant to Executive Order 12680, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 U.S.C. 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to waived unless the Contracting Officer is notified of your objection to such release prior to submission of initial proposals.

(AS7909) (End of Clause)

A-4 52.204-4506 PUBLIC ACTIVITY INVOLVEMENT FEB/2003
TACOM LCMC
(RI)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work such facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see <https://trixt.ris.army.mil/lbo/index.html>

(AS7005) (End of Clause)

A-5 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM LCMC
(RI)

The Government has a preference to satisfy its needs through the acquisition of commercial items. If you know of any commercial equivalent item(s) for those listed in this solicitation, please contact the contracting office. Information provided will be considered for future procurements.

(AS7003) (End of Provision)

A-6 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM LCMC SPECIFICATIONS AND STANDARDS
(RI)

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allow bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SPI PROCESS:	FACILITY:	MILITARY OR FEDERAL SPBC OR STANDARD:	AFFECTED CONTRACT LINE ITEM #, SUBLINE ITEM #, COMPONENT OR ELEMENT:

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive.

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(AS7008) (End of Provision)

A-7 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUL/2008
TACOM LCMC
(RI)

1. TACOM LCMC (RI) has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM LCMC (RI) Solicitation Page has been activated to fully automate the response process (see <https://aais.ria.army.mil/aais/SOLINFO/index.htm>). To ensure that your bid, proposal, or quote is considered for award, your response to a solicitation can not include a bid, proposal or quote for any other solicitation. Each bid, proposal, quote responding to a solicitation must be individually submitted; i.e., one solicitation, one electronic submission for that particular solicitation. See paragraph 4 below.

2. Proposals submitted electronically that cannot be printed in their entirety may not be considered. The government must be able to replicate the electronic version in to a printed format. Electronic comments, text boxes or stamps that cannot be printed may be ignored by the Government and may even render an offer non-responsive. For details of electronic file formats acceptable to the government see: https://aais.ria.army.mil/aais/SOLINFO/electronic_bid_offer_clause.html

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format to the Web site above. Hard copy and facsimile (datafax) bids/offers/quotes WILL NOT BE ACCEPTED.

NOTE: TACOM LCMC (RI) IS NOT CURRENTLY USING THE ASPI BID/OFFER SUBMISSION PROCESS FOR WHOLESALE CONTRACTING; THUS, ANY BIDS/PROPOSALS/QUOTES RELATED TO THIS SOLICITATION THAT ARE SUBMITTED THROUGH THE ARMY SINGLE FACE TO INDUSTRY (ASPI) BID RESPONSE SYSTEM (BRS) WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM LCMC (RI)
(TACOM LCMC (RI) 52.215-4510)

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.			

LS7013, Electronic Award Notice - TACOM LCMC (RI)
(TACOM LCMC (RI) 52.215-4511)

5. Do NOT combine bids, proposals or quotes from different solicitations into the same, single electronic submission. If a combined response is submitted, only the data pertinent to the first solicitation number in such a combined response will be used and all other data for any other procurement action will be totally disregarded.

A-8 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM LCMC
(RI)

JUL/2007

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution Forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

A-9 52.243-4510 DIRECT VENDOR DELIVERY
TACOM LCMC
(RI)

JAN/1999

In accordance with the Changes Clause of this contract, the Contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the Contractor may be directed to use best commercial packaging. The Contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below: _____

(A97012)

(End of Clause)

A-10 52.245-4500 NOTICE OF DEMILITARIZATION AND TRANS SECURITY CONTROLS CONSIDERATION
TACOM LCMC REQUIREMENT
(RI)

OCT/2006

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

This solicitation and any resulting contract are subject to the "Demilitarization and Trade Security Controls Requirements and Procedures" clause, H37144, contained in Section H of this document.

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	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M17-NSN 6650-01-317-9136 FSCN: 6650 PART NR: 12357918 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357918 DATE: 31-OCT-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI -P12357918, REV E, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0002	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M27-NSN 1240-01-319-8995 FSCN: 1240 PART NR: 12357792 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357792 DATE: 01-NOV-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI -P12357792, REV C, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0003	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 15 DEG - 6650-01-317-9139 FSCN: 6650 PART NR: 12357908</p>				

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357908 DATE: 31-OCT-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI-P12357908, REV B, DATED 19 FEB02 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
8004	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 20 DEG NSN 1240-01-319-8994 FSCN: 1240 PART NR: 12357909 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357909 DATE: 31-OCT-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SFI-P12357909, REV B, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0005	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M45 - NSN 6650-01-418-6658 FSCN: 6650 PART NR: 12370033 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12370033 DATE: 29-OCT-2007</p>				

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI-P1237603, REV B, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>PRODUCTION QUANTITY</u> NOUN: SHOR COM NSN 1240-01-319-5339 FSCM: 1240 PART NR: 12357840 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357840 DATE: 07-NOV-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357840, REV E, NOT DATED LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0007	<p><u>PRODUCTION QUANTITY</u> NOUN: TALL COM NSN 1240-01-319-5340 FSCM: 1240 PART NR: 12357841 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357841 DATE: 07-NOV-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357841, REV D, NOT DATED LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u></p>				

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LCN DRIV NSN 6650-01-320-5628 FSCM: 6650 PART NR: 12357848 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12357848 DATE: 01-NOV-2007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357848, REV D, DATED 10 APR 03 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0009	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>NOUN: CDRL SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the 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 DD250 IS NOT REQUIRED</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501 TACOM LCMC (RI)	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - SEE BELOW - with revisions in effect as of SE BELOW (except as follows):

1. TDPL: 12370033:19207 - 29 OCT 2007 Periscopes, M45 NSN:6650-01-418-6658

To all drawings and associated documents without a distribution statement, add distribution C.

10940477, CHANGE NOTE 1: TO READ:

"SILICONE RUBBER, M30E503A19B17C12F19, FABRICATE IN ACCORDANCE WITH ASTM-D2000."

2. TDPL: 12357840:19207 - 7 NOV 2007 Periscope Assy/Comdr Side NSN: 1240-01-319-5339

To all drawings and associated documents without a distribution statement, add distribution C.

SPI 12357840:

-Delete NSN:1240-01-319-5330 and Add NSN:1240-01-319-5339.

3. TDPL: 12357841:19207 - 7 NOV 2007 Periscope Assy/Comdr Front NSN: 1240-01-319-5340

To all drawings and associated documents without a distribution statement, add distribution C.

4. TDPL: 12357848:19207 - 1 NOV 2007 Periscope Assy/Drivers Unity NSN: 6650-01-320-5628

To all drawings and associated documents without a distribution statement, add distribution C.

TDPL:

Document	Delete	Substitute	Add
ECP D3T3005	X	-	-

4. TDPL: 12357918:19207 - 31 OCT 2007 Periscope, Tank M17E4 NSN: 6650-01-317-9138

To all drawings and associated documents without a distribution statement, add distribution C.

7674952:

-Delete P-L-391 and Replace with L-P-391.

12357793, 7043539, and 7048694:

-Delete MIL-C-46168 and Replace with MIL-DTL-53039.

5. TDPL: 12357909:19207 - 31 OCT 2007 Periscopes 20 Degree Uplock NSN: 1240-01-319-8994

To all drawings and associated documents without a distribution statement, add distribution C.

QS12357909:

-Delete MIL-P-63420 and Replace with MIL-DTL-62420.

6. TDPL: 12357792:19207 - 01 NOV 2007 Periscopes, Tank M27E4 NSN: 1240-01-319-8995

To all drawings and associated documents without a distribution statement, add distribution C.

BR

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Name of Offeror or Contractor: OPTIX SYSTEMS INC.

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.211-4501 TACOM LCMC (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, date 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY

LEVEL OF PACKING: -B-

QUANTITY PER UNIT PACKAGE: -001-

SPI NUMBER-P1257841 REV D, NOT DATED; P12357848, REV D, DATED 10 APR 03; P12357918, REV E, DATED 19 FEB 02; P12370033, REV B, DATED 19 FEB 02; P12357840, REV E, NOT DATED; P12357909, REV B, DAT 19 FEB 02; P12357792, REV C, DATED 19 FEB 02; P12357850, REV C, DATED 19 FEB 02

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

C. Marking: In addition to any special markings called out on the SPI;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision F, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

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

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of

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transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPFUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. When applicable, a Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: -NA-

(DB6419)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically these addresses:

<http://farsite.hill.af.mil/VFPARA.HTM> or <http://farsite.hill.af.mil/VPDFARA.HTM> or <http://farsite.hill.af.mil/VPAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date
Quality Management Systems-Requirements Tailored by excluding paragraphs 7.3, 7.4, 7.5.1, and 7.5.2	ISO 9001:2000	13 Dec 00

(End of Clause)

E-4	52.209-4512 TACOM LCNC (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) One-time qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be cop furnished to AMSRD-AAR-QEP-A, and to the Administrative Contracting Officer.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(E86016)

(End of Clause)

E-5 52.246-4533 SURFACE QUALITY STANDARDS MAR/2001
TACOM LCMC
(RI)

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in appendix 1 of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to Commander, ARDEC, ATTN: AMSR AAR-QEW, Picatinny Arsenal, NJ 07806-5000. Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Same as above. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Same as above.

(E86018)

(End of Clause)

E-6 52.246-4532 DESTRUCTIVE TESTING MAY/1994
TACOM LCMC RI

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the

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SECTION P - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their Full text available. Also, the full text of a clause may be accessed electronically these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> OR <http://farsite.hill.af.mil/VPDFARA.HTM> or <http://farsite.hill.af.mil/VFAPARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	
F-2	52.247-34	F.O.B. DESTINATION	APR/1984
F-3	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEES' PREMISES	NOV/1991
F-4	52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION	APR/1984
			FEB/2006
F-5	52.247-4531 TACOM LCMC (RI)	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The Contract Administration Office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 18 days in advance of actual shipping date, the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMA.

(b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or waterport terminal without authorization by the designated point of contact.

(FS7240)

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.247-4545 TACOM LCMC (RI)	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(HS7600)

(End of Clause)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VPDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2006
I-14	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2008-00004)	APR/2008
I-21	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-22	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR/2008
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2008
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
I-31	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-34	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-37	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-38	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT/2008
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	OCT/2008
I-44	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2008
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-47	52.233-1	DISPUTES	
I-48	52.233-3	PROTEST AFTER AWARD	JUL/2002
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	AUG/1996
I-50	52.242-13	BANKRUPTCY	OCT/2004
I-51	52.243-1	CHANGES--FIXED PRICE	JUL/1995
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/1987
I-53	52.246-23	LIMITATION OF LIABILITY	MAR/2007
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	FEB/1997
I-55	52.248-1	VALUE ENGINEERING	JUN/2003
I-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	FEB/2000
I-57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	MAY/2004
I-58	52.253-1	COMPUTER GENERATED FORMS	APR/1984
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSES-CONTRACT-RELATED FELONIES	JAN/1991
			DEC/2004
I-60	252.204-7000	DISCLOSURE OF INFORMATION	
I-61	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	DEC/1991
I-62	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	APR/1992
I-63	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	SEP/2007
I-64	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/1991
			DEC/2006
I-65	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	
I-66	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	DEC/2006
I-67	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	APR/2007
			MAY/2007
I-68	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	
			MAY/2007
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	
I-70	252.225-7013	DUTY-FREE ENTRY	MAR/2008
I-71	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	OCT/2006
I-72	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	MAR/2006
			SEP/2004
I-73	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	
I-74	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	NOV/1995
			JUN/1995
I-75	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	NOV/1995
I-77	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-78	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
			JUN/1995
I-79	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	APR/1988
I-81	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	MAR/2000
I-82	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	SEP/1999
I-83	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/1991
I-84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	MAR/2008
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/2006
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/1991
I-87	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/1998
I-88	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2008
			MAY/2002
I-89	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING - ALTERNATES I AND II	JAN/1997

(a) The Contractor shall test 6 each unit(s) of Lot/Item as shown in schedule B as specified in this contract. At least 15 calendar day before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within (see schedule B) calendar days from the date of this contract to marked First Article Test Report; Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for
 - (1) progress payments, or
 - (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.
- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-90 52.232-16 PROGRESS PAYMENTS

APR/2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts.
 - (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
 - (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract of invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.
 - (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

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(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
 - (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (E) and (g) below).
- (2) Performance of this contract is endangered by the Contractors --
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall
- (i) exclude the allocable costs of the property from the costs of contract performance, and
 - (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractors books, records, and accounts.
- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
 - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Governments rights and remedies under this clause --

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
 - (1) The amounts included are limited to --
 - (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
 - (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
 - (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
 - (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
 - (ii) Are at least as favorable to the Government as the terms of this clause;
 - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
 - (iv) Are in conformance with the requirements of FAR 32.504(e); and
 - (v) subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payment to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is an action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) Due date. The designated payment office will make progress payments on the -1- day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-91 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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Name of Offeror or Contractor: OPEX SYSTEMS INC.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (k).

(End of Clause)

I-92 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUN/2007

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocpic/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.
 I-93 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470 which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

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(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5608, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(o). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-94 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arinet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

I-96 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL	03-JAN-2008	001	DATA
Attachment 002	PRICE EVALUATION SHEET		001	DATA
Attachment 0001	DOCUMENT SUMMARY LIST		002	DATA

The following documents are hereby attached by reference and may form a part of this acquisition. These documents, available in electronic format on the internet at <https://aaia.ria.army.mil/aaia/SOLINFO/index.htm> are Standard Solicitation Attachments. Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title	Date	Number of Pages
Address Code Distribution	2006	1 Pg
Address List	2006	1 Pg
AMCCOM Form 71-R	01 OCT 89	2 Pgs
Data Delivery Description Engineering Change Proposal	JUL 2001	9 Pgs
Data Delivery Description Notice of Revision	JUL 2001	2 Pgs
Data Delivery Description Request for Deviation	JUL 2001	4 Pgs
Disclosure of Lobbying Activities (SF-LLL)	JUL 1997	3 Pgs
Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Instructions for Completing DD Form 1423	JUN 1990	1 Pg
IOC Form 715-3	FEB 1996	2 Pgs
Offeror Representations and Certifications Commercial Items	SEP 2004	8 Pgs
Statement and Acknowledgement	MAY 2003	1 Pg
Wage Rate Notification	MAY 2003	2 Pgs

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-09-D-0128				2. DELIVERY ORDER/CALL NO. 0001		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 61293-7630 WEAPON SYSTEM: IPV XM2 /CFV XM3 EMAIL: KEVIN.GILMORE@US.ARMY.MIL				CODE W52H09		7. ADMINISTERED BY (if other than 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD: B PAS: NONE ADP PT: HQ0339				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 75081-2439 TYPE BUSINESS: Other Small Business Performing in U.S.				CODE 08K64		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 DPAS-COLUMBUS CENTER DPAS CO-WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 PHONE: 1-800-756-4571				CODE HQ0339 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER	DELIVERY/ CALL	X	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.								
PURCHASE			Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein. Payment will be made by Electronic Funds Transfer 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			25. TOTAL	\$118,250.00	
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						BY:	CONTRACTING/ORDERING OFFICER			26. DIFFERENCES	
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									
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN 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	QTY
0002AA	PERISCOPE, ARMORED	1240-01-319-8995	12357792	*

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 *

5. TOTAL AMOUNT FOR THIS AWARD IS \$118,250.00

*** END OF NARRATIVE A0001 ***

***Confidential Treatment Requested**

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: 1240-01-319-8595 FSCM: 19200 PART NR: 12357792 SECURITY CLASS: Unclassified				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PERISCOPE, ARMORED V PRON: W191A478M1 PRON AMD: 01 ACRN: AA AMS CD: 070011MNTUR</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 W52H099026H951 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 14-AUG-2009 002 * 14-SEP-2009</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 114 NEW CUMBERLAND, PA, 17070-5002</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-09-D-0128/0001</p> <p>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H099026H952 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 06-OCT-2009</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p>	*	EA	\$ * \$	\$ 118,250.00

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W52H09-09-D-0128/0001 MOD/AMD	Page 4 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-09-D-0128/0001				

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0002AA	M191A478M1 070011MNTUR	AA 2 97	X4930AC6G 6D	26PB S11116	W52H09 \$	*

TOTAL	\$	*
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SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC6G 6D	26PB S11116	W52H09 \$	*
				TOTAL	\$ 118,250.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC6G S11116 96D0000070011MNTUR26PB S11116

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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 2009APR01 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

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 W52H09 7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A SCD B 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 75081-2439 Code 0BK64 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52H09-09-D-0128/0001 10B. Dated (See Item 13) 2009MAR24 TYPE BUSINESS: Other Small Business Performing in U.S.

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 CHANGE 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. 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) BRIAN W. SCHMIDT BRIAN.W.SCHMIDT@US.ARMY.MIL (309)782-0988 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed 2009APR01 (Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-09-D-0128/0001 MOD/AMD 01	Page 2 of 3
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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
W25G1U	14-AUG-2009	*	21-AUG-2009	*
W62G2T	06-OCT-2009	*	21-SEP-2009	*

TOTAL CONTRACT QUANTITY ON CLIN 0002AA OF * EACH REMAINS.

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

3. POC FOR THIS ACTION IS KEVIN GILMCREGUS.ARMY.MIL

*** END OF NARRATIVE A0002 ***

***Confidential Treatment Requested**

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Name of Offeror or Contractor: OPEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																																										
0002	NSN: 1240-01-319-8995 FSCN: 19200 PART NR: 12357792 SECURITY CLASS: Unclassified																																																																										
0002AA	<u>PRODUCTION QUANTITY</u>	*	EA	\$ *	\$ 118,250.00																																																																						
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001	*	21-SEP-2009																																																																									

*Confidential Treatment Requested

EXHIBIT 10.8

In accordance with 17 CFR 200.80(b)(4), Optex is requesting confidential treatment of the quantities and prices, including unit prices and obligated amounts, redacted in this contract, because disclosure of this information may cause Optex significant competitive harm in future contracting efforts.

The quantities and prices Optex is requesting confidential treatment for can be found on the following pages:

- C-3 QTY
- C-3 DEL QTY
- C-11 INCREASED UNIT AMT
- C-21 INCREASED UNIT AMT
- C-24 INCREASED UNIT AMT
- C-24 INCREASED UNIT AMT
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-27 QTY
- C-28 QTY
- C-28 DEL QTY
- C-28 QTY
- C-28 UNIT PRICE
- C-28 AMT
- C-29 DEL AMT
- C-29 DEL AMT
- C-29 DEL AMT
- C-29 DEL AMT

TACOM Contract # W52H0905-D-0260

C-29 DEL AMT
C-29 DEL AMT
C-29 DEL AMT
C-29 DEL AMT
C-29 DEL AMT
C-29 DEL AMT
C-29 DEL AMT
C-29 QTY
C-29 UNIT PRICE
C-29 AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 DEL AMT
C-30 QTY
C-30 UNIT PRICE
C-30 AMT
C-31 DEL AMT
C-31 DEL AMT
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C-31 DEL AMT
C-31 DEL AMT
C-31 DEL AMT
C-31 DEL AMT
C-33 OBLIGATED AMT
C-33 OBLIGATED AMT
C-33 OBLIGATED AMT

TACOM Contract # W52H0905-D-0260

C-37 DEL QTY
C-37 DEL QTY
C-37 DEL QTY
C-37 DEL QTY
C-37 DEL QTY
C-37 QTY
C-37 UNIT PRICE
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 DEL QTY
C-38 QTY
C-38 UNIT PRICE
C-39 DEL QTY
C-39 DEL QTY
C-39 DEL QTY
C-39 DEL QTY
C-39 DEL QTY
C-39 DEL QTY
C-39 DEL QTY
C-40 PRIOR AMT
C-40 INCREASE/DECREASE AMT
C-40 CUMULATIVE AMT
C-40 PRIOR AMT
C-40 INCREASE/DECREASE AMT
C-40 CUMULATIVE AMT
C-40 PRIOR AMT

TACOM Contract # W52H0905-D-0260

C-40 INCREASE/DECREASE AMT
C-40 CUMULATIVE AMT
C-40 NET CHANGE
C-40 INCREASE/DECREASE AMT
C-40 INCREASE/DECREASE AMT
C-40 NET CHANGE
C-40 PRIOR AMT OF AWARD
C-40 INCREASE/DECREASE AMT
C-43 QTY
C-43 DEL QTY
C-43 QTY
C-43 UNIT PRICE
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 DEL QTY
C-44 QTY
C-44 UNIT PRICE
C-44 DEL QTY
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C-45 DEL QTY
C-45 DEL QTY
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C-45 DEL QTY
C-45 DEL QTY

TACOM Contract # W52H0905-D-0260

C-45 DEL QTY
C-45 DEL QTY
C-45 DEL QTY
C-45 DEL QTY
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C-45 DEL QTY
C-45 DEL QTY
C-45 QTY
C-45 UNIT PRICE
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-46 DEL QTY
C-48 INCREASE IN UNIT PRICE AMT
C-48 INCREASE TO DEL ORDER AMT
C-48 AMT
C-48 AMT
C-49 QTY
CP49 UNIT PRICE
C-49 DEL QTY
C-49 DEL QTY
C-49 DEL QTY
C-49 DEL QTY

C-52 DEL QTY
C-52 DEL QTY
C-53 PRIOR AMT
C-53 INCREASE/DECREASE AMT
C-53 CUMULATIVE AMT
C-53 PRIOR AMT
C-53 INCREASE/DECREASE AMT
C-53 CUMULATIVE AMT
C-53 PRIOR AMT
C-53 INCREASE/DECREASE AMT
C-53 CUMULATIVE AMT
C-53 NET CHANGE
C-53 INCREASE/DECREASE AMT
C-53 INCREASE/DECREASE AMT
C-53 NET CHANGE
C-53 PRIOR AMT OF AWARD
C-53 INCREASE/DECREASE AMT
C-55 QTY
C-56 QTY
C-56 UNIT PRICE
C-56 DEL QTY
C-56 DEL QTY
C-56 DEL QTY
C-56 DEL QTY
C-56 DEL QTY
C-56 DEL QTY
C-56 DEL QTY
C-58 PRIOR AMT
C-58 INCREASE/DECREASE AMT
C-58 PRIOR AMT

TACOM Contract # W52H0905-D-0260

C-63 DEL QTY
C-63 AMT
C-63 UNIT PRICE
C-63 QTY
C-63 DEL QTY
C-64 INCREASE/DECREASE AMT
C-64 CUMULATIVE AMT
C-64 NET CHANGE
C-64 INCREASE/DECREASE AMT
C-64 NET CHANGE
C-64 PRIOR AMT OF AWARD
C-64 INCREASE/DECREASE AMT
C-66 UNIT PRICE
C-66 QTY
C-66 QTY
C-67 QTY
C-67 UNIT PRICE
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-67 DEL QTY
C-68 OBLIGATED AMT
C-68 TOTAL AMT
C-68 OBLIGATED AMT
C-69 NET INCREASE
C-70 INCREASE TO UNIT PRICE AMT

TACOM Contract # W52H0905-D-0260

C-70 INCREASE TO DEL ORDER AMT
C-70 TOTAL AMT
C-70 TOTAL AMT
C-71 QTY
C-71 UNIT PRICE
C-71 DEL QTY
C-71 DEL QTY
C-71 DEL QTY
C-71 DEL QTY
C-72 PRIOR AMT
C-72 INCREASE/DECREASE AMT
C-72 CUMULATIVE AMT
C-72 NET CHANGE
C-72 INCREASE/DECREASE AMT
C-72 NET CHANGE
C-72 PRIOR AMT OF AWARD
C-72 INCREASE/DECREASE AMT
C-73 NET INCREASE
C-74 INCREASE UNIT PRICE TOTAL AMT
C-74 INCREASE/UNIT PRICE AMT
C-74 NEW UNIT PRICE AMT
C-74 AMT
C-74 AMT
C-74 TOTAL UNIT PRICE
C-74 QTY
C-75 QTY
C-75 UNIT PRICE
C-75 DEL QTY
C-75 DEL QTY

TACOM Contract # W52H0905-D-0260

C-81 DEL QTY
C-81 DEL QTY
C-81 DEL QTY
C-81 DEL QTY
C-82 OBLIGATED AMT
C-82 TOTAL OBLIGATED AMT
C-82 OBLIGATED AMT
C-83 NET INCREASE
C-84 QTY
C-84 AMT
C-84 AMT
C-84 AMT
C-85 QTY
C-85 UNIT PRICE
C-85 DEL QTY
C-85 DEL QTY
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C-86 DEL QTY
C-86 DEL QTY
C-87 PRIOR AMT
C-87 INCREASE/DECREASE AMT
C-87 CUMULATIVE AMT
C-87 NET CHANGE
C-87 INCREASE/DECREASE AMT
C-87 NET CHANGE
C-87 PRIOR AMT OF AWARD

TACOM Contract # W52H0905-D-0260

C-87 INCREASE/DECREASE AMT
C-89 AMT
C-89 AMT
C-89 AMT
C-89 AMT
C-90 QTY
C-90 UNIT PRICE
C-90 AMT
C-90 DEL QTY
C-90 DEL QTY
C-91 QTY
C-91 UNIT PRICE
C-91 AMT
C-91 DEL QTY
C-91 DEL QTY
C-91 DEL QTY
C-91 DEL QTY
C-91 DEL QTY
C-91 DEL QTY
C-92 PRIOR AMT
C-92 INCREASE/DECREASE AMT
C-92 CUMULATIVE AMT
C-92 INCREASE/DECREASE AMT
C-92 CUMULATIVE AMT
C-92 INCREASE/DECREASE AMT
C-92 INCREASE/DECREASE AMT
C-92 PRIOR AMT OF AWARD
C-93 NET INCREASE
C-94 AMT
C-94 AMT

TACOM Contract # W52H0905-D-0260

C-94 UNIT PRICE
C-94 AMT
C-94 AMT
C-94 UNIT PRICE
C-94 AMT
C-94 AMT
C-94 UNIT PRICE
C-94 QTY
C-95 QTY
C-95 UNIT PRICE
C-95 AMT
C-95 DEL QTY
C-95 DEL QTY
C-96 QTY
C-96 UNIT PRICE
C-96 AMT
C-96 DEL QTY
C-96 DEL QTY
C-96 DEL QTY
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C-96 DEL QTY
C-96 DEL QTY
C-96 DEL QTY
C-96 DEL QTY
C-96 DEL QTY
C-96 UNIT PRICE INCREASE AMT
C-97 AMT
C-98 INCREASE IN UNIT PRICE
C-98 CUMULATIVE AMT
C-99 NET CHANGE

TACOM Contract # W52H0905-D-0260

C-99 INCREASE/DECREASE AMT

C-99 NET CHANGE

C-99 PRIOR AMT OF AWARD

C-99 INCREASE/DECREASE AMT

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOAS	Page 1 Of 5		
2. Contract (Proc. Inst. Ident) No. W52H09-05-D-0260		3. Effective Date 2005AUG03		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		Code S4402A		
e-mail address: CHRISTINE.CARSON@US.ARMY.MIL		SCD A PAS S4402A5703APC ADP PT HQ0339					
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
TYPE BUSINESS: Other Small Business Performing in U.S.			9. Discount For Prompt Payment				
Code 0BK64		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		Item 12			
12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			Code HQ0339				
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. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2010JUN30			15G. Total Amount Of Contract \$0.00				
16. Table Of Contents							
(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 W52H0905R0051 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 VICKI AHLGRIM VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220			
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)		2005AUG03	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE		25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)			

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 5
	PHN/SHN 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 FAR 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 ES6016 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: 254 EACH, 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 003 ***

Name of Offeror or Contractor: OPEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MARK FOR: ATTN: DAVE HERRERA FSCN: 1240 PART NR: 12984775 SECURITY CLASS: Unclassified				
0002AA	<u>PROD QTY W/D FAT</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 (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 A DD256 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
	PIIN/SIIN W52H09-05-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	

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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)

6. Issued By Code W52H09 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 61299-7630 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843

SCD A PAS 84402A5703APC ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)

10A. Modification Of Contract/Order No. 10B. Dated (See Item 13)

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.

- 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) 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed

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

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W52H09-05-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 W52H09-05-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:
H04A2062, H04A5016, H04A5005, H04A2074, H05A2044.
- 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 ***

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 1 of 4
	PHN/SIN W52H09-05-D-0260	MOD/AMD P00001	

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

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 4
	PIIN/SIIN W52H09-05-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 H04A5005			
Attachment 005	ECP H04A5016			
Attachment 006	ECP H05A2044			

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

2. Amendment/Modification No. **PO0002** 3. Effective Date **2006MAY18** 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 75201-2843** Code **S4402A**
SCD A PAS S4402A5703APC 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** 10B. Dated (See Item 13) **2005AUG03**
TYPE BUSINESS: Other Small Business Performing in U.S.
Code **0BK64** 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: **B** 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

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 AHLGRIM
VICKI.AHLGRIM@US.ARMY.MIL (309) 782-3220**
15B. Contractor/Offerrer 15C. Date Signed 16B. United States Of America 16C. Date Signed **2006MAY18**
By _____ /SIGNED/ _____
(Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SUN W52H09-05-D-0260	MOD/AMD P00002	

Name of Offeror or Contractor: OPTEX 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 $\frac{1}{2}$ PER UNIT. REVISED PRICING SHEET IS ATTACHED.
 - 3) CORRECT VERBIAGE IN MIL-T-48554:
 - 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 ~~X~~ 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

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SIIN WS2H09-05-D-0260	MOD/AMD P00002	

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 007	ECP H04A2076			
Attachment 008	ECP H04A5007			
Attachment 009	ECP H04A5012			

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00003 3. Effective Date 2006AUG18 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 75201-2843 Code S4402A SCD A PAS S4402A5703APC 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 10B. Dated (See Item 13) 2005AUG03 Code 0BK64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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.

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: 2016JUN30

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 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 16B. United States Of America 16C. Date Signed 2006AUG18 By /SIGNED/ (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SHN W52H09-05-D-0260	MOD/AMD P00003	

Name of Offeror or Contractor: OPTEX 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 H06A7022,
- 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 P/N 13012648 (Singlet):
 - Note 3. Equivalent F.L. (NOMINAL) = 2.484"
 - Note 4. Back Focal Length = 2.403" +/-0.009"
 - For P/N 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 607 ***

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PHN/SIN W52H09-05-D-0260	MOD/AMD F00003	

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 010	ECP H05A5003			
Attachment 011	ECP H05A2035			
Attachment 012	ECP H06A2018			
Attachment 013	ECP H06A2027			
Attachment 014	ECP H06A5003			
Attachment 015	RFD H06A7022			

CV

PIIN/SIIN W52H09-05-D-0260
MOD/AMD P00003
ATT/EXH ID Attachment 011
PAGE 1

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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 AMSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A SCD A PAS S4402A5703APC 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 Code DBK64 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

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: 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

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 2007JUN15

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52H09-05-D-0260	MOD/AMD P00004	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION
THE PURPOSE OF THIS MODIFICATION P00004 IS TO:

- 1) INCORPORATE ECPS H06A2031, H06A2064, H07A2001, H06A2091, H07A5002,
- 2) INCORPORATE REQUESTS FOR WAIVERS (RFW) H06A6051, H06A6052, H06A6053, H06A6061, H06A6063, H06A6084, H06A7060, H06A7061, H06A7053, H07A6011, H07A6032, H07A6033, H07A6034, H07A6035, H07A6036, H07A6037.
- 3) THE DODAAC FOR SHIPMENT OF FIRST ARTICLE TEST REPORT IS CORRECTED TO W52H09.

THE ABOVE IS INCORPORATED AT NO ADDITIONAL COST TO THE GOVERNMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0006 ***

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SIIN W52H09-05-D-0260	MOD/AMD P00004	

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 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			

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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)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A EMAIL: CHRISTINE.CARSON@US.ARMY.MIL SCD A PAS 84402A5703APC ADP PT HQ0329

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 Code 0BK64 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 TYPE BUSINESS: Other Small Business Performing in U.S.

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.

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) 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/ 2007OCT12 (Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN 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 ECP H07A2020.
- 2) AS A RESULT OF THE ABOVE CHANGE THE UNIT PRICE IS INCREASED BY $\frac{1}{2}$ PER UNIT. SEE ATTACHED REVISED PRICING SPREADSHEET.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0009 ***

***Confidential Treatment Requested**

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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SIIN W52H09-05-D-0260	MOD/AMD P06005	

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 0037	ECP H07A2020			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			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 61299-7630 EMAIL: MATTHEW.KOPEL@US.ARMY.MIL		Code W52H09	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. Code 0BK64 Facility Code			SCD A PAS S4402A5703APC ADP PT HQD339	
			<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-D5-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

KIND MOD CODE: 6
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) 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/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2009AUG20

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN WS2H09-05-D-0260 MOD/AMD P00006	Page 2 of 3
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Name of Offeror or Contractor: CPTX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to incorporate the following Engineering Change Proposal for Packaging changes:

H09A2003, 9 pgs

2. As a result of the incorporation of the Packaging ECP, the unit prices for GLINS 0001 and 0002 have increase by ~~X~~ and ~~X~~.
Revised pricing spreadsheet is attached as pg 2a.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0010 ***

***Confidential Treatment Requested**

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260 MOD/AMD P00006	Page 3 of 3
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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 0038	BCP H05A2003	03-MAR-2009	009	

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0260		2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2005AUG03		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			CODE W52H09		7. ADMINISTERED BY (If other than 6) DCMA DALLAS 500 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843			CODE S4402A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			CODE OBK64		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	
NAME AND ADDRESS			SCD: A		PAS: NONE		ADP FT: HQ0339		12. DISCOUNT TERMS	
TYPE BUSINESS: Other Small Business Performing in U.S.							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 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	DELIVERY/ CALL	<input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
	PURCHASE	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.								
		furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<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 VICKI ARLGRIM /SIGNED/ VICKI.ARLGRIM@US.ARMY.MIL (309) 782-3220 BY: _____ CONTRACTING/ORDERING OFFICER		25. TOTAL \$3,291,724.90	26. DIFFERENCES
--	--	--	--	-----------------------------	-----------------

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

a. 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.	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		30. INITIALS	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		33. AMOUNT VERIFIED CORRECT FOR	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
				40. TOTAL CONTAINERS	
				41. S/R ACCOUNT NUMBER	
				42. S/R VOUCHER NO.	
				34. CHECK NUMBER	
				35. BILL OF LADING NO.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD	Page 2 of 8
Name of Offeror or Contractor: OPTEX SYSTEMS INC		

SUPPLEMENTAL INFORMATION

1. THIS DELIVERY ORDER, 0001, TO CONTRACT W52H09-05-D-0260 IS FOR ~~X~~ EACH M137A2 PANORAMIC TELESCOPE, NSN: 1240-01-483-6103 FOR CLIN 0001AB (179) AND 0001AC (75), AND ~~X~~ EACH M137A3 PANORAMIC TELESCOPE, NSN: 1240-01-483-6100 FOR CLIN 0002AA.
2. UNIT PRICES HAVE BEEN ADJUSTED ON THIS DELIVERY ORDER TO AMORTIZE 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 \$3,291,724.90.
4. FIRST ARTICLE TEST (FAT) IS REQUIRED. FOR CLIN 0001AA, FAT INCLUDES ~~X~~ EACH M137A2 PANORAMIC TELESCOPES. FAT REPORT IS DUE 1 JUN 2006 (300 DAYS AFTER AWARD).
5. FOR CLINS 0001AB AND 0001AC, DELIVERY OF THE INITIAL QUANTITY OF ~~X~~ EACH IS DUE 30 OCT 06 (450 DAYS AFTER AWARD), FOB DESTINATION, AND ~~X~~ EACH PER MONTH THEREAFTER.
FOR CLIN 0002AA, DELIVERY OF THE INITIAL QUANTITY OF ~~X~~ EACH IS DUE 30 OCT 06 (450 DAYS AFTER AWARD), FOB DESTINATION, AND ~~X~~ 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 ***

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u> 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 W52H095207T701 W52H1C J W52H1C 1 <u>PROJ CD</u> <u>BRK BLK PT</u> G19 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 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</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU WOKS USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: XU WOKS USA OSC 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	\$ *	\$ *

*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																			
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0002	<p>NSN: 1240-01-483-6100 PSCN: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified</p>																																																							
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE, PANORAMIC PRON: M151P193M1 PRON AMD: 01 ACRN: AB AMS CD: 060011</p>	*	EA	\$ *	\$ *																																																			

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																					
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD	Page 7 of 8
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Name of Offeror or Contractor: OPTEX 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 DD250 IS NOT REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MIPR	OBLIG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	W15AFC06M1 33104540041 2C5AF1081ALP	AA 2 21	52033000056D02P33104526KB S11116	576C06	W52H09 \$	*
0001AC	M151F192M1 060011	AB 2 97	X4930AC9G 6D 26KB S11116		W52H09 \$	*
0002AA	M151F193M1 060011	AB 2 97	X4930AC9G 6D 26KB S11116		W52H09 \$	*
TOTAL						\$ 3,291,724.90

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 52033000056D02P33104526KB S11116	W52H09	*
Army	AB	97 X4930AC9G 6D 26KB S11116	W52H09	*
TOTAL				\$ 3,291,724.90

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. 01 3. Effective Date 2006MAY25 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 75201-2843 Code 84402A 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-0260/0001 10B. Dated (See Item 13) 2005AUG03 Code 08K64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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.

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) X

E. IMPORTANT: Contractor X 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) 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) VICKI AHLGRIM VICKI.AHLGRIM@US.ARMY.MIL (309)782-3220 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2006MAY25

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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 * PER UNIT.
- 2) THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0001 OF *
- 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 CLAUSES I-7B 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	AMOUNT
BEARINGS	*
CASTINGS	*
CIRCUIT CARD	*
COUNTER	*
FIBER OPTIC	*
GEAR	*
HARDWARE	*
ID PLATE	*
MACHINED COMPONENTS	*
OPTICS	*
PACKING	*
RELIEF VALVE	*
SEAL	*
SPRING	*
SWITCH	*

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 * 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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																	
	HOUN: TELESCOPE, PANORAMIC PRON: M151P193M1 PRON AMD: 01 ACRN: 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 style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">REL CD</th> <th style="text-align: left;">MILSTRIP</th> <th style="text-align: left;">ADDR</th> <th style="text-align: left;">SIG CD</th> <th style="text-align: left;">MARK FOR</th> <th style="text-align: left;">TP CD</th> </tr> <tr> <td>001</td> <td>W52H09S205H983</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">DEL REL CD</th> <th style="text-align: left;">QUANTITY</th> <th style="text-align: left;">DEL DATE</th> </tr> <tr> <td>001</td> <td style="text-align: center;">✕</td> <td>30-OCT-2006</td> </tr> <tr> <td>002</td> <td style="text-align: center;">✕</td> <td>30-NOV-2006</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✕</td> <td>29-DEC-2006</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W31G1Z) 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-0260/0001 DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">REL CD</th> <th style="text-align: left;">MILSTRIP</th> <th style="text-align: left;">ADDR</th> <th style="text-align: left;">SIG CD</th> <th style="text-align: left;">MARK FOR</th> <th style="text-align: left;">TP CD</th> </tr> <tr> <td>002</td> <td>W52H09S205H984</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">DEL REL CD</th> <th style="text-align: left;">QUANTITY</th> <th style="text-align: left;">DEL DATE</th> </tr> <tr> <td>001</td> <td style="text-align: center;">✕</td> <td>29-DEC-2006</td> </tr> <tr> <td>002</td> <td style="text-align: center;">✕</td> <td>30-JAN-2007</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✕</td> <td>28-FEB-2007</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHE 10 PH 209 839 4307 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	001	W52H09S205H983	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	W52H09S205H984	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	✕	29-DEC-2006	002	✕	30-JAN-2007	003	✕	28-FEB-2007					
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*Confidential Treatment Requested

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	W15AFC06M1 33104540041 2CSAP1081ALP	AA 2 576C06	\$ *	\$ *	\$ *
0001AC	M151F192M1 060011	AB 2	\$ *	\$ *	\$ *
0002AA	M151F193M1 060011	AB 2	\$ *	\$ *	\$ *
NET CHANGE				\$ *	

SERVICE NAME	NET CHANGE BY ACRM	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52031000056D6D02933104526KB S11116	W52H09	\$ *
Army	AB	97 X4930AC9G 6D 26KB S11116	W52H09	\$ *
NET CHANGE				\$ *

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	\$ 3,296,440.26

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Firm-Fixed-Price	Page 1 Of 6
2. Amendment/Modification No. 02	3. Effective Date 2007JAN08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)	
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 W52H09	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 HQ0339		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. W52H09-05-D-0260/0001	
		<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG03	
Code OBR64	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: 4
- 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 43.100(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) _____ (Signature of person authorized to sign)		16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLINGUS.ARMY.MIL (309)782-5541	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2007JAN08

C42

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 02	Page 2 of 6
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Name of Offeror or Contractor: OPTEX 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 ***

244

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
	<p>DOC SUPPL</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> <tr> <td>001</td> <td>W52H095207T701</td> <td>W52H1C</td> <td>J</td> <td>W52H1C</td> <td>1</td> </tr> <tr> <th>PROJ CD</th> <th>BRK BLK FT</th> <td colspan="4"></td> </tr> <tr> <td>G19</td> <td></td> <td colspan="4"></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> <tr><td>001</td><td>*</td><td>30-MAR-2007</td></tr> <tr><td>002</td><td>*</td><td>30-APR-2007</td></tr> <tr><td>003</td><td>*</td><td>30-MAY-2007</td></tr> <tr><td>004</td><td>*</td><td>30-JUN-2007</td></tr> <tr><td>005</td><td>*</td><td>30-JUL-2007</td></tr> <tr><td>006</td><td>*</td><td>30-AUG-2007</td></tr> <tr><td>007</td><td>*</td><td>30-SEP-2007</td></tr> <tr><td>008</td><td>*</td><td>30-OCT-2007</td></tr> <tr><td>009</td><td>DELETED</td><td></td></tr> <tr><td>010</td><td>DELETED</td><td></td></tr> <tr><td>011</td><td>DELETED</td><td></td></tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) XU WORKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095207T701	W52H1C	J	W52H1C	1	PROJ CD	BRK BLK FT					G19						DEL REL CD	QUANTITY	DEL DATE	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					
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*Confidential Treatment Requester

245

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																		
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<p>NOUN: TELESCOPE, PANORAMIC PRON: M151F193M1 PRON AMD: 02 ACRN: AB AMS CD: 060011</p>																																																																							

*Confidential Treatment Requested

C47

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

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-GAWC-B
CHRISTINE CARSON (309) 782-4301
ROCK ISLAND IL 61299-7630

Code W52H09

7. Administered By (If other than Item 6)

DCMA DALLAS
600 NORTH PEARL STREET
SUITE 1630
DALLAS TX 75201-2843

Code S4402A

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)

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-0260/0001

10B. Dated (See Item 13)

2005AUG03

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 0BK64

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 C (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 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

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

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

c48

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIN W52H09-05-D-0260/0001 MOD/AMD 03	Page 2 of 7
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 03 TO W52H0905D0260 DO 0001 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF 0001AB, 0001AC, AND 0002AA BY * ... EACH, DUE TO INCORPORATION OF ECP H07A2020 INTO BASIC AWARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0001 OF * FROM * TO *
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0004 ***

***Confidential Treatment Requested**

C49

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 PSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: W15APC06M1 PRON AMD: 03 ACRN: AA AMS CD: 13104540041 CUSTOMER ORDER NO: 2CSAF1081ALF <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H095207T701 W52H1C J W52H1C 1 <u>PROJ CD BRK BLK PT</u> G19 <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-2008 007 * 30-APR-2008 008 * 30-MAY-2008 009 * 30-JUN-2008 FOB POINT: Destination SHIP TO: (W52H1C) XU W088 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU W088 USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE	*	EA	\$ *	\$ 1,893,734.08

*Confidential Treatment Requested

250

Name of Offeror or Contractor: OPTREX 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 FRON: 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></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="2">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>W52H095207H963</td> <td>W11G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-OCT-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-NOV-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>30-DEC-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-JAN-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>28-FEB-2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>006</td> <td style="text-align: center;">*</td> <td>30-MAR-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>007</td> <td>DELETED</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>POB POINT: Destination</p> <p>SHIP TO: (W31G1Z) 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 style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="2">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>W52H095207H964</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></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-OCT-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-NOV-2007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>30-DEC-2007</td> <td></td> <td></td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H095207H963	W11G1Z	J		1	<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-2007				007	DELETED					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	W52H095207H964	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-OCT-2007				002	*	30-NOV-2007				003	*	30-DEC-2007				*	EA	\$ *	\$ 793,464.00
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*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	004 * 30-JAN-2008																																		
	005 * 28-FEB-2008																																		
	006 * 30-MAR-2008																																		
	007 DELETED																																		
	FOB POINT: Destination SHIP TO: (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WARE 10 PH 209 839 4307 TRACY CA 95304-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001																																		
0002	NSN: 1240-01-483-6100 FSCM: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified																																		
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: M151P193M1 PRON AMD: 03 ACEN: 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">NILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>001</td> <td>W52H095205H903</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <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> </table>	REL CD	NILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H095205H903	W31G1Z	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	*	EA	\$*	\$ 618,258.50
REL CD	NILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	W52H095205H903	W31G1Z	J		1																														
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005	*	30-MAY-2008																																	
	FOB POINT: Destination SHIP TO:																																		

*Confidential Treatment Requested

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Name of Offeror or Contractor: OPTIX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
(W31G12)	XR WDL7 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>002</td> <td>W52H095205H984</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">✕</td> <td>30-JAN-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>28-FEB-2008</td> </tr> <tr> <td>003</td> <td style="text-align: center;">✕</td> <td>30-MAR-2008</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-APR-2008</td> </tr> <tr> <td>005</td> <td style="text-align: center;">✕</td> <td>30-MAY-2008</td> </tr> </table> FOB POINT: Destination SHIP TO: (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 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	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	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
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DEL REL CD	QUANTITY	DEL DATE																																	
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003	✕	30-MAR-2008																																	
004	*	30-APR-2008																																	
005	✕	30-MAY-2008																																	

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIFR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AB	W15AFC06M1 33104540041 2C5AF1081ALF	AA	2 576C06	\$	*	\$	*	\$	*
0001AC	M151F192M1 060011	AB	2	\$	*	\$	*	\$	*
0002AA	M151F193M1 060011	AB	2	\$	*	\$	*	\$	*
NET CHANGE					\$		*		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION			ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21	52033000056D6D02P33104526KB	S11116	W52H09	\$ *
Army	AB	97	X4930AC9G 6D	26KB S11116	W52H09	\$ *
NET CHANGE						\$ *

NET CHANGE FOR AWARD:	\$	PRIOR AMOUNT OF AWARD	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT
	*		*		*	3,305,456.58

ACRN	EDI ACCOUNTING CLASSIFICATION					
AA	21	050720330000	S11116	56D6D023310454004126KB	576C06S11116	W52H09
AB	97	0X0X4930AC9G	S11116	56D00000600110000026KB	S11116	

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

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

6. Issued By Code W52H09 7. Administered By (If other than Item 6) Code S4402A

TACOM-ROCK ISLAND AMSTA-LC-GFA-A MATTHEW KOPEL (309) 782-7888 ROCK ISLAND IL 61299-7630 DCMA TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843

EMAIL: MATTHEW.KOPEL@US.ARMY.MIL SCD A PAS NONE ADP PT HQ0339

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)

OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 10A. Modification Of Contract/Order No. W52H09-05-D-0260/0001

TYPE BUSINESS: Other Small Business Performing in U.S. 10B. Dated (See Item 13) 2005A0303

Code 0BK64 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: 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) JOYCE L KLEIN JOYCE.LKLEIN@US.ARMY.MIL (309) 782-5051

15B. Contractor/Offoror 15C. Date Signed 16B. United States Of America 16C. Date Signed By /SIGNED/ 2008AUG06 (Signature of person authorized to sign) (Signature of Contracting Officer)

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 04	Page 2 of 5
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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 ~~X~~ EA

From : W31G1E

XR W0L7 Anniston Munitions Center
 Trans Officer 256 235 6817 CL V
 7 Frankford Ave Bldg 360
 Anniston AL 36201-4199

W62G2T

XU DEF DIST Depot San Joaquin
 25600 S Chrisman Road
 Rec Whse 10 PH 209 839 4307
 Tracy CA 95304-500

To: W52H1C

XU W0K8 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 A0006 ***

***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: 9999-99-999-9999 NOUN: M119 HOWITZER M137 SECURITY CLASS: Unclassified				
0001AC	<u>DELETED</u> NSN: 1240-01-483-6103 (End of narrative B001)				
0001AD	<u>PRODUCTION QUANTITY</u> NOUN: M119 HOWITZER M137 PRON: 2C8140221A PRON 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 M15BW982073342 Y00000 M 3 <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-2008 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. <u>CONTRACT/DELIVERY ORDER NUMBER</u>	*	EA	\$ *	\$ 793,464.00

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0260/0001 MOD/AMD 04	Page 4 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p data-bbox="502 302 710 324">W52H09-05-D-0260/0001</p> <p data-bbox="343 369 686 481">SHIP TO: (W52H1C) XU W0K8 USA Rock Isl Arsenal BLDG 299 Gillespie Av and Beck Lane Rock Island IL 61299-5000</p> <p data-bbox="502 504 726 526">(End of narrative F001)</p>				

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AC	M151F192M1 060011	AB	2	*	*	0.00
0001AD	2CB140221A 32101366022 A18P30222R2C	AC	2 8RM223	*	*	*
NET CHANGE					\$ 0.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	97 X4930AC9G 6D 26KB S11116	W52H09	*
Army	AC	21 82033000085R5R13P32101331E1 S28017	W52H09	*
NET CHANGE				\$ 0.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG ANT
\$ *	\$ *	\$ 0.00	\$ *

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	97 0X0X4930AC9G S11116 56D00000600110000026KB S11116 W52H09
AC	21 081020330000 S28017 85R5R133210136602231E1 8RM223S28017 W52H09

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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 2009SEP10 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 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCNA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A

EMAIL: MATTHEW.KOPEL@US.ARMY.MIL 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 75081-2439 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11)

10A. Modification Of Contract/Order No. W52H09-05-D-0260/0001 10B. Dated (See Item 13) 2005AUG03

Code OBR64 Facility Code TYPE BUSINESS: Other Small Business Performing in U.S.

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: *

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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: 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/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed By /SIGNED/ 2009SEP10 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE 30-105-02

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W52H09-05-D-0260/0001 MOD/AMD 05	Page 2 of 6
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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 05 to W52H09-05-D-0260 to DO 0001 is to:

1. Increase the unit price from \$* by \$* . 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 * an 1002AA * for a total unit price of \$*
 4. To date, the total quantity left for delivery for CLIN 0002AA is 50 each, Panoramic Telescope, NSN: 1240-01-463-6100, 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 A0009 ***

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 PSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: W15AFC06M1 FROM AMD: 03 ACRN: AA AMS CD: 33104540041 CUSTOMER ORDER NO: 2CSAF1081ALF <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H095207T701 W52H1C J W52H1C 1 <u>PROJ CD BRK BLK PT</u> G19 <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-2008 007 * 30-APR-2008 008 * 30-MAY-2008 009 * 30-JUN-2008 FOB POINT: Destination SHIP TO: (W52H1C) XU WORKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU WORKS USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE	*	EA	\$-*	\$ 1,893,734.08

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
0001AD	<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: M119 ROWITZER M137 PRON: 2C6140221A PRON AMD: 02 ACRN: AC AMS CD: 32101366022</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	*	EA	\$ *	\$ 793,464.00																																																						
0002	<p>NSN: 1240-01-483-6100 FSCM: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified</p>																																																										
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TELESCOPE, PANORAMIC PRON: M151P193M1 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></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H095205H983</td> <td>W31G12</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-JUN-2010</td> <td></td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>DELETED</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>DELETED</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>005</td> <td>DELETED</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W31G12) XR W0L7 ANNISTON MUNITIONS CTR TRANS OFFICER 256 235 6837 CL V</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	W52H095205H983	W31G12	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	*	30-JUN-2010				002	DELETED					003	DELETED					004	DELETED					005	DELETED					*	EA	\$ *	\$ 518,258.50
DOC	SUPPL																																																										
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																						
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*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	7 FRANKFORD AVE BLDG #380 ANNISTON AL 36201-4199 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001 DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>REL CD</u></td> <td style="width:15%;"><u>MILSTRIP</u></td> <td style="width:15%;"><u>ADDR</u></td> <td style="width:15%;"><u>SIG CD</u></td> <td style="width:15%;"><u>MARK FOR</u></td> <td style="width:15%;"><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H095205H984</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DEL REL CD</u></td> <td style="width:35%;"><u>QUANTITY</u></td> <td style="width:50%;"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>10-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> <p>FOB POINT: Destination</p> <p>SHIP TO: (W62G2T) XR W18G DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 16B PH 209 839 4107 TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0001</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52H095205H984	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	*	10-JUL-2010	002	DELETED		003	DELETED		004	DELETED		005	DELETED					
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
002	W52H095205H984	W62G2T	J		1																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	*	10-JUL-2010																																	
002	DELETED																																		
003	DELETED																																		
004	DELETED																																		
005	DELETED																																		
1002	SECURITY CLASS: Unclassified																																		
1002AA	<p><u>UNIT PRICE INCREASE</u></p> <p>NOUN: PACKAGING FOR PANTELS PRON: W19ADW35M1 PRON AMD: 01 ACRN: AD AMS CD: 53459562147</p> <p>Items shipped on CLIN 0002AA shall also billed against this CLIN 1002AA for * each up to * units</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPERATE DELIVERY REQUIRED.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:35%;"><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>30-SEP-2011</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">*</td> </tr> </table>	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	30-SEP-2011	\$	*			\$ *																							
<u>DLVR SCH</u>	<u>PERF COMPL</u>																																		
<u>REL CD</u>	<u>DATE</u>																																		
001	30-SEP-2011																																		
\$	*																																		

*Confidential Treatment Requested

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CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 05

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1002AA	W19ADW35M1 53459562147	AD	2 974W35	0.00 \$	*	*
				NET CHANGE \$	*	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 92035000096D6D02F53459525PB S11116	W52H09	\$ *
				NET CHANGE \$ *

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	\$ 3,307,840.58

ACRN	EDI ACCOUNTING CLASSIFICATION
AD	21 091120350000 S11116 96D6D02S345956214725PB 974W35S11116 W52H09

*Confidential Treatment Requested

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 4
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0260		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2006AUG18	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 500 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)		CODE W52H09		CODE S4402A	
9. CONTRACTOR NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769		CODE GBK64	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	
TYPE BUSINESS: Other Small Business Performing in U.S.		SCD: A PAS: NONE ADF PT: HQ0339		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	
CODE		CODE HQ0339		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	
16. TYPE OF ORDER DELIVERY/ CALL X 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
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				
24. UNITED STATES OF AMERICA LISA DEVLIN /SIGNED/ LISA.DEVLIN@US.ARMY.MIL (309)782-5541				25. TOTAL	\$1,697,397.68
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				26. DIFFERENCES	
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		32. PAID BY	
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		
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER
					42. S/R VOUCHER NO.

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0260/0002 MOD/AMD	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

1. DELIVERY ORDER 0002 IS ISSUED FOR 152 EACH, M137A2 PANORAMIC TELESCOPE, NSN: 1240-01-483-6103.
2. THE UNIT PRICE OF ~~X~~ 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 \$1,697,397.68.
3. THE MAXIMUM ALLOWABLE QUANTITY UNDER THE LONG TERM CONTRACT IS ~~X~~ EACH. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS ~~X~~ EACH.
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 ***

***Confidential Treatment Requested**

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>SUPPLIES OR SERVICES AND PRICES/COSTS</u>				
0001	NSN: 1240-01-483-6103 FSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: 2C6AH1261A 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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H096223T700 W52H1C J W52H1C 3 <u>PROJ CD BRK BLK FT</u> Q19 <u>DEL REL CD QUANTITY DEL DATE</u> 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 <u>SHIP TO: FREIGHT ADDRESS</u> (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 <u>MARK FOR:</u> XU W0K8 USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0002	*	EA	\$ *	\$ 1,697,397.68

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	PROB/ AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>MI PR</u>	<u>ACRN STAT</u>	<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AB	2C6AHL261A	AA 2 21	62033000065R5R13P32101326KB	S28017	GRN169 W52H09 \$ *
	32101366046				
	A16P30462R2C				
TOTAL					\$ *

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	21 62033000065R5R13P32101326KB	S28017	W52H09 \$ *
TOTAL				\$ 1,697,397.68

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. 01 3. Effective Date 2007OCT18 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A 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) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 Code 0BK64 Facility Code 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

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: *

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS 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/Officer (Signature of person authorized to sign) 15C. Date Signed 16A. Name And Title Of Contracting Officer (Type or print) LISA DEVLIN LISA.DEVLIN@US.ARMY.MIL (309)782-5541 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2007OCT18

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE 30-105-02

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0260/0002 . MOD/AMD 01	Page 2 of 4
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO W52H0905D0260 DD 0002 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF 00015R BY * EACH, DUE TO INCORPORATION OF PTP H07A2020 INTO BASIC AWARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0002 OF * FROM * TO *
- 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 PSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																												
0001AB	<u>PRODUCTION QUANTITY</u>	*	EA	\$ *	\$ 1,700,905.84																																								
	NCUN: TELESCOPE, PANORAMIC PRON: 2C6AH1261A 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 <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>REL CD</u></td> <td style="border-bottom: 1px solid black;"><u>MILSTRIP</u></td> <td style="border-bottom: 1px solid black;"><u>ADDR</u></td> <td style="border-bottom: 1px solid black;"><u>SIG CD</u></td> <td style="border-bottom: 1px solid black;"><u>MARK FOR</u></td> <td style="border-bottom: 1px solid black;"><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H096223T700</td> <td>W52H1C J</td> <td>W52H1C</td> <td>3</td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>PROJ CD</u></td> <td style="border-bottom: 1px solid black;"><u>BRK BLK PT</u></td> </tr> <tr> <td>G19</td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>DEL REL CD</u></td> <td style="border-bottom: 1px solid black;"><u>QUANTITY</u></td> <td style="border-bottom: 1px solid black;"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-JUL-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-AUG-2008</td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>30-SEP-2008</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>30-OCT-2008</td> </tr> <tr> <td>005</td> <td>DELETED</td> <td></td> </tr> <tr> <td>006</td> <td>DELETED</td> <td></td> </tr> <tr> <td>007</td> <td>DELETED</td> <td></td> </tr> </table> FOB POINT: Destination SHIP TO: (W52H1C) XU W0KB USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU W0KB USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0002					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H096223T700	W52H1C J	W52H1C	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>	G19		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	*	30-JUL-2008	002	*	30-AUG-2008	003	*	30-SEP-2008	004	*	30-OCT-2008	005	DELETED		006	DELETED		007	DELETED	
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																								
001	W52H096223T700	W52H1C J	W52H1C	3																																									
<u>PROJ CD</u>	<u>BRK BLK PT</u>																																												
G19																																													
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001	*	30-JUL-2008																																											
002	*	30-AUG-2008																																											
003	*	30-SEP-2008																																											
004	*	30-OCT-2008																																											
005	DELETED																																												
006	DELETED																																												
007	DELETED																																												

*Confidential Treatment Requested

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 2009SEP10	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND CCTA-AR-FA MATTHEW KOPEL (309)782-7868 ROCK ISLAND IL 61299-7630 EMAIL: MATTHEW.KOPEL@US.ARMY.MIL	Code W52H09	7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD A PAS NONE ADP PT HQ0339	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. W52H09-05-D-0260/0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2006AUG18

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: AB NET INCREASE: *

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: 43.103 (a) (1)	
<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) (Signature of person authorized to sign)	15B. Contractor/Offeror	15C. Date Signed	16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIN JOYCE.KLEIN@US.ARMY.MIL (309)782-5051	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2009SEP10
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NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 02	Page 2 of 5
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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 0002 is to:

1. Increase the unit price from ~~xy~~ *... 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 1001AB ~~x~~ for a total unit price of ~~x~~
 4. To date, the total left to deliver for CLIN 0001AB is ~~x~~ each for the 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 A0003 ***

***Confidential Treatment Requested**

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 02

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 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified																																											
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: 2C6AH1261A 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 <table border="1" data-bbox="341 931 847 976"> <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>W52H096223T700</td> <td>W52H1C</td> <td>J</td> <td>W52H1C</td> <td>3</td> </tr> </tbody> </table> <table border="1" data-bbox="341 981 847 1025"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr><td>001</td><td>*</td><td>20-AUG-2009</td></tr> <tr><td>002</td><td>*</td><td>30-SEP-2009</td></tr> <tr><td>003</td><td>*</td><td>30-OCT-2009</td></tr> <tr><td>004</td><td>*</td><td>27-NOV-2009</td></tr> <tr><td>005</td><td>*</td><td>31-DEC-2009</td></tr> <tr><td>006</td><td>*</td><td>29-JAN-2010</td></tr> <tr><td>007</td><td>*</td><td>26-FEB-2010</td></tr> <tr><td>008</td><td>*</td><td>31-MAR-2010</td></tr> </tbody> </table> PROJ CD BRK BLK DT C19 FOB POINT: Destination SHIP TO: (W52H1C) XU W0KB USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU W0KB USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H096223T700	W52H1C	J	W52H1C	3	DEL REL CD	QUANTITY	DEL DATE	001	*	20-AUG-2009	002	*	30-SEP-2009	003	*	30-OCT-2009	004	*	27-NOV-2009	005	*	31-DEC-2009	006	*	29-JAN-2010	007	*	26-FEB-2010	008	*	31-MAR-2010	*	EA	\$*	\$ 1,700,905.84
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W52H096223T700	W52H1C	J	W52H1C	3																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	*	20-AUG-2009																																										
002	*	30-SEP-2009																																										
003	*	30-OCT-2009																																										
004	*	27-NOV-2009																																										
005	*	31-DEC-2009																																										
006	*	29-JAN-2010																																										
007	*	26-FEB-2010																																										
008	*	31-MAR-2010																																										

*Confidential Treatment Requeste

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>W52H09-05-D-0260/0002</p>													
1001	<p>SECURITY CLASS: Unclassified</p>													
1001AB	<p><u>UNIT PRICE INCREASE</u></p> <p>NOUN: PACKAGING FOR PANTELS PRON: W19ACW35M1 PRON AMD: 01 ACRN: AB AMS CD: 53459562147</p> <p>Items shipped on CLIN 0001AB shall also billed against this CLIN 1001AB for * each up to * units</p> <p>THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPERATE 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="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>\$ *</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2011				<p>\$ *</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2011												

*Confidential Treatment Requester

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

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

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ NIPR	DBLG STAT/ JOB ORD NO	ACRN	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1001AB	W19ACW35M1 53459562147	2 974W35	AB	0.00 \$	* \$	*
				NET CHANGE	\$ *	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 92035000096D6DD2P53459525FB	S11116 W52H09	\$ *
				NET CHANGE \$ *

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	\$ 1,707,307.84

ACRN	EDI ACCOUNTING CLASSIFICATION	974W35S11116	W52H09
AB	21 091120350000 S11116 96D6D025345956214725FB		

*Confidential Treatment Requested

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-05-D-0260		2. DELIVERY ORDER/CALL NO. 0003		3. DATE OF ORDER/CALL (YYYYMMDD) 2007JUN15		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOAS								
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 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD: A PAS: NONE ADP PT: HQ0339		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)										
9. CONTRACTOR CODE OBR64 NAME AND ADDRESS OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 TYPE BUSINESS: Other Small Business Performing in U.S.				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								
14. SHIP TO SEE SCHEDULE				15. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER DPAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2						
16. TYPE OF ORDER		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.														
DELIVERY CALL		<input checked="" type="checkbox"/>														
PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.														
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.														
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)							
<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: _____ CONTRACTING/ORDERING OFFICER			25. TOTAL	52,233,418.00							
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					26. DIFFERENCES											
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		31. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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		35. BILL OF LADING NO.							
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52H09-05-D-0260/0003 MOD/AMD	Page 2 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

1. DELIVERY ORDER 0003 IS ISSUED FOR 200 EACH M137A2 PANORAMIC TELESCOPE, MSN 1240-01-483-6103, PN 12984713.
2. THE UNIT PRICE OF ~~XXXX~~ ; 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 ~~XXXX~~
3. THE MAXIMUM ALLOWABLE QUANTITY UNDER THE LONG TERM CONTRACT IS ~~XXXX~~ EACH OF M137A2 AND ~~XXXX~~ EACH M137A3. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS ~~XXXX~~ EACH M137A2 AND ~~XXXX~~ 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																																							
	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> NOUN: M137A2 TELESCOPE, PANORAMIC PRON: 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 style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>001</td> <td>W52H097151H975</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-AUG-2008</td> </tr> </table> FOB POINT: Destination SHIP TO: (W31G1Z) XR W0L7 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 DOC SUPPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">MILSTRIP</td> <td style="border-bottom: 1px solid black;">ADDR</td> <td style="border-bottom: 1px solid black;">SIG CD</td> <td style="border-bottom: 1px solid black;">MARK FOR</td> <td style="border-bottom: 1px solid black;">TP CD</td> </tr> <tr> <td>002</td> <td>W52H097151H976</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DEL REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DEL DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-SEP-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-NOV-2008</td> </tr> </table> FOB POINT: Destination SHIP TO: (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H097151H975	W31G1Z	J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	30-AUG-2008	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H097151H976	W62G2T	J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	30-SEP-2008	002	*	30-NOV-2008	*	EA	\$*	\$ 2,233,418.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W52H097151H975	W31G1Z	J		1																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	*	30-AUG-2008																																										
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
002	W52H097151H976	W62G2T	J		1																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	*	30-SEP-2008																																										
002	*	30-NOV-2008																																										

*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0003				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W52H097151H977 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 * 30-OCT-2008 002 * 30-DEC-2008 003 * 30-JAN-2009 004 * 28-FEB-2009 005 * 30-MAR-2009 006 * 30-APR-2009 FOB POINT: Destination SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003				

*Confidential Treatment Requested

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AB	M171R213M1 060011	AA 2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	*
TOTAL \$						*

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09 \$	*
TOTAL \$					2,233,418.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9G S11116 76D00000600110000026KB S11116

*Confidential Treatment Requested

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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 2007OCT18 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-GAWC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCOMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code B4402A 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) 2007JUN15 Code 09K64 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 (Required) ACRN: AA NET INCREASE: *

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 15C. Date Signed 16B. United States Of America 16C. Date Signed By /SIGNED/ 2007OCT18 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 30-105-02 PREVIOUS EDITIONS UNUSABLE 43

*Confidential Treatment Requested

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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 01	Page 2 of 5
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Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 TO W52H0905D0260 DO 0003 IS TO:

1) TO INCREASE THE UNIT PRICE OF GRANULAR BY * EACH. DUE TO INCORPORATION OF ECP H07A2020 INTO BASIC AWARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0003 OF * FROM * TO *

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 FSCM: 19200 PART NR: 12964713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: 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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097151H975 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 * 30-NOV-2008 FOB POINT: Destination SHIP TO: (W31G1Z) XR W6L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 35201-4199 <u>CONTRACT/DELIVERY ORDER NUMBER</u> 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 * 30-DEC-2008 FOB POINT: Destination SHIP TO: (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u>	*	EA	\$ *	\$ 2,238,034.00

*Confidential Treatment Requested

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0003				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	003 W52H097151R977 W25G1U J				1
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u>				
	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				
	DDSP NEW CUMBERLAND FACILITY				
	2001 MISSION DRIVE DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	W52H09-05-D-0260/0003				

*Confidential Treatment Requested

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	N171R213M1 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:	PRICE AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ *	\$ *	\$ *	\$ 2,238,034.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9G S11116 76D00000600110000026KB S11116

***Confidential Treatment Requested**

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 ANSTA-LC-GFA-A MATTHEW KOPEL (309)782-7888 ROCK ISLAND IL 61299-7630 Code W52H09 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 75081-2769 Code 9BR64 Facility Code 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. W52H09-05-D-0260/0003 10B. Dated (See Item 13) 2007JUN15

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) [X] E. IMPORTANT: Contractor [] is not, [X] 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/Officer (Signature of person authorized to sign) 15C. Date Signed 30-105-02 16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIN JOYCE.KLEIN@US.ARMY.MIL (309)782-5051 16B. United States Of America By /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2008AUG06

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 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011 NSN: 1240-01-483-6103 (End of narrative B001) <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 W52H097151H975 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 * 30-NOV-2008 FOB POINT: Destination SHIP TO: (W31G1Z) XR W0L7 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 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 W1B0 DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD	*	EA	\$ *	\$ *

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	REC WHSE 16B PH 209 839 4307 TRACY CA 95304-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 DELETED Ship To: (W52H1C) XU WOKS USA Rock Island Arsenal Bldg 299 Gillespie Av amd Beck Lane Rock Island IL 61299-5000 [End of narrative F001]																						
0001AC	<u>PRODUCTION QUANTITY</u> NOGN: M119 HOWITZER M137 PRON: 2CB150221A PRON AMD: 01 ACRN: AB AMS CD: 32101366022 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 WLSBW982073345 Y00000 M 3 <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>DEL REL CD</u></th> <th style="text-align: center;"><u>QUANTITY</u></th> <th style="text-align: left;"><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td style="text-align: center;">*</td> <td>30-NOV-2008</td> </tr> <tr> <td>002</td> <td style="text-align: center;">*</td> <td>30-DEC-2008</td> </tr> <tr> <td>003</td> <td style="text-align: center;">*</td> <td>30-JAN-2009</td> </tr> <tr> <td>004</td> <td style="text-align: center;">*</td> <td>28-FEB-2009</td> </tr> <tr> <td>005</td> <td style="text-align: center;">*</td> <td>30-MAR-2009</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. <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	*	30-NOV-2008	002	*	30-DEC-2008	003	*	30-JAN-2009	004	*	28-FEB-2009	005	*	30-MAR-2009	*	EA	\$ *	\$ *
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	*	30-NOV-2008																					
002	*	30-DEC-2008																					
003	*	30-JAN-2009																					
004	*	28-FEB-2009																					
005	*	30-MAR-2009																					

*Confidential Treatment Requested

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CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	M171R213M1 060011	AA	2	\$	\$	\$
0001AC	2C8150221A 32101366022 A18P30222R2C	AB	2 8RM223	\$	\$ 0.00	\$
				NET CHANGE	\$	0.00

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT	
Army	AA	97 X4930AC9G 6D 26KB S11116	W52H09	\$	
Army	AB	21 820330C0085R5R13F32101331E1 S28017	W52H09	\$	
				NET CHANGE	\$ 0.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$ 0.00	\$ 2,238,034.00

ACRN	EDI	ACCOUNTING CLASSIFICATION
AA	97	0X0X4930AC9G S11116 76D00090600110000026KB S11116 W52H09
AB	21	081020330000 S28017 85R5R133210136602231E1 8RM223S28017 W52H09

*Confidential Treatment Requested

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. 03 3. Effective Date 2009SEP10 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 61299-7630 Code W52H09 7. Administered By (If other than Item 6) DCMA, TEXAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 Code S4402A EMAIL: MATTHEW.KOPEL@US.ARMY.MIL 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 75081-2439 Code 08K64 Facility Code 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) 2007JUN15 TYPE BUSINESS: Other Small Business Performing in U.S.

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: *

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 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: 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/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed 2009SEP10 (Signature of person authorized to sign) By /SIGNED/ (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE

30-105-02

*Confidential Treatment Requested

C 94.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 03	Page 2 of 6
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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 03 to W52H09-05-D-0260 to DO 0003 is to:

1. Increase the unit price for CLINS 0001AB and 0001AC from ~~X~~ by ~~X~~ , for a new unit price of ~~X~~
 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 ~~X~~ and 1001AB (\$ ~~X~~) for a total unit price of ~~X~~ and for CLIN 0001AC, the contractor shall bill against CLIN 0001AC ~~X~~ and 1001AB (\$ ~~X~~) for a total unit price of ~~X~~
 4. To date, the total quantity left for delivery for CLIN's 0001AB and 0001AC is ~~X~~ 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 ***

*Confidential Treatment Requested

C-73

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SHN W52H09-05-D-0260/0003 MOD/AMD 03

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	<u>PRODUCTION QUANTITY</u> NOUN: TELESCOPE, PANORAMIC FRON: 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="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>W52H097151H975</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>*</td> <td>31-MAR-2010</td> </tr> </tbody> </table> FOB POINT: Destination SHIP TO: (W31G12) XR W07 ANNISTON MUNITIONS CTR 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 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>002</td> <td>W52H097151H976</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> FOB POINT: Destination SHIP TO: (W62G2T) XR W18G DEF DIST DEPOT SAN JOAQUIN 25400 S CHRISMAN ROAD REC WHSE 16B PH 209 839 4307 TRACY CA 95304-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H097151H975	W31G12	J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	31-MAR-2010	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H097151H976		J		1	DEL REL CD	QUANTITY	DEL DATE	001	*	30-APR-2010	*	EA	\$ *	\$ *
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
001	W52H097151H975	W31G12	J		1																																				
DEL REL CD	QUANTITY	DEL DATE																																							
001	*	31-MAR-2010																																							
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
002	W52H097151H976		J		1																																				
DEL REL CD	QUANTITY	DEL DATE																																							
001	*	30-APR-2010																																							

*Confidential Treatment Requested

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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 HOWITZER M137 PRON: 2C8150221A 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</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <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>W15BM982073345</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr><td>001</td><td style="text-align: center;">✗</td><td>30-APR-2010</td></tr> <tr><td>002</td><td style="text-align: center;">✗</td><td>28-MAY-2010</td></tr> <tr><td>003</td><td style="text-align: center;">✗</td><td>27-AUG-2010</td></tr> <tr><td>004</td><td style="text-align: center;">✗</td><td>30-SEP-2010</td></tr> <tr><td>005</td><td style="text-align: center;">✗</td><td>29-OCT-2010</td></tr> <tr><td>006</td><td style="text-align: center;">✗</td><td>30-NOV-2010</td></tr> <tr><td>007</td><td style="text-align: center;">✗</td><td>31-DEC-2010</td></tr> <tr><td>008</td><td style="text-align: center;">✗</td><td>30-JAN-2011</td></tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-05-D-0260/0003</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W15BM982073345	Y00000	M		3	DEL REL CD	QUANTITY	DEL DATE	001	✗	30-APR-2010	002	✗	28-MAY-2010	003	✗	27-AUG-2010	004	✗	30-SEP-2010	005	✗	29-OCT-2010	006	✗	30-NOV-2010	007	✗	31-DEC-2010	008	✗	30-JAN-2011	✗	EA	\$ A	\$ ✗
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W15BM982073345	Y00000	M		3																																							
DEL REL CD	QUANTITY	DEL DATE																																										
001	✗	30-APR-2010																																										
002	✗	28-MAY-2010																																										
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004	✗	30-SEP-2010																																										
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 PANTSLS PRON: W19ABW35M1 PRON AMD: 01 ACRN: AC AMS CD: 53459562147</p> <p>Items shipped on CLIN 0001AB or 0001AC shall also billed against this CLIN 1002AA for 42.68 each up to 200 units</p>				\$ ✗																																							

*Confidential Treatment Requested

497

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 style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><u>DLVR SCH</u></td> <td style="width: 30%;"></td> <td style="width: 40%;"><u>PERF COMPL</u></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 style="text-align: center;">0</td> <td>30-SEP-2011</td> </tr> </table> <p style="margin-left: 40px;">\$ ✕</p>	<u>DLVR SCH</u>		<u>PERF COMPL</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2011				
<u>DLVR SCH</u>		<u>PERF COMPL</u>												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2011												

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	FROM/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO.	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
1001AB	W19ABW35M1 E3459562147	AC	2 974W35	0.00 \$	*	*
				NET CHANGE \$	*	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 92035000096D6D02P53459525FB S11116	W52H09	*
NET CHANGE \$				*

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	*	*	\$ 2,246,570.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AC	21 091120350000 S11116 9606D025345956214725FB 974W35S11116 W52H09

*Confidential Treatment Requested

GENERAL DYNAMICS Contract # 40050551

EXHIBIT 10.9

In accordance with 17 CFR 200.80(b)(4), Optex is requesting confidential treatment of the quantities and prices, including unit prices and obligated amounts, redacted in this contract, because disclosure of this information may cause Optex significant competitive harm in future contracting efforts.

The quantities and prices Optex is requesting confidential treatment for can be found on the following pages:

D-1 QTY
D-3 QTY
D-3 PRICE
D-3 TOTAL
D-4 QTY
D-4 PRICE
D-4 TOTAL
D-4 QTY
D-4 QTY
D-4 QTY
D-4 PRICE
D-4 TOTAL
D-4 QTY
D-4 QTY
D-4 QTY
D-4 PRICE
D-4 TOTAL
D-4 QTY
D-4 QTY
D-4 PRICE
D-4 TOTAL
D-4 QTY

GENERAL DYNAMICS Contract # 40050551

D-4 QTY
D-4 PRICE
D-4 EXT. RPICE
D-5 QTY
D-5 QTY
D-5 PRICE
D-5 EXT PRICE
D-5 QTY
D-5 QTY
D-5 PRICE
D-5 EXT PRICE
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D-5 EXT PRICE
D-5 QTY
D-5 QTY
D-5 QTY
D-5 PRICE
D-5 EXT PRICE
D-5 QTY

GENERAL DYNAMICS Contract # 40050551

D-6 QTY
D-6 QTY
D-6 PRICE
D-6 EXT. PRICE
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GENERAL DYNAMICS Contract # 40050551

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GENERAL DYNAMICS Contract # 40050551

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GENERAL DYNAMICS Contract # 40050551

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GENERAL DYNAMICS Contract # 40050551

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GENERAL DYNAMICS Contract # 40050551

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D-16 QTY

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551

PO Revision 0

Page 1 of 7

Ship To: General Dynamics Land Systems	PO Creation Date: 08-JUN-2009 10:03:27
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Revision Date: PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 3,401,907.00
Payment Terms: MNS2 PO Currency: USD	PO Award Code: 3A PO Description: Production PO
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com
	PLANNER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com

Purchase Order Text

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}

Terms and Conditions

This order is subject to the terms and conditions listed on General Dynamics Land Systems (GDLS) form 84-005-807, 0808 and 0809, and 1032 (time and material) in effect of the date of this order. Terms and conditions can be found at www.gdls.com/procurement/html.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
G0006 RW00	
G0006 RX00	
G0006 RY00	
G0006 RZ00	

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.

If a supplier/subcontractor becomes in possession of government owned property the supplier/subcontractor will comply with the instructions for control of government-owned property in the possession of suppliers/ sub-contractors" these instructions are available on the GDLS website at www.gdls.com/procurement/ instructions for control of government owned property in the possession of suppliers/sub-contractors.
{DTC3}

Technical Data Management

Technical data furnished by buyer to seller, in order to facilitate seller's execution of this purchase order, is governed by the US 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 data outside of the USA.

Terms and Conditions

Please refer to the General Dynamic
www.gdls.com for purchase orde

*Confidential Treatment Requested

MARY DONOHUE

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551

PO Revision 0

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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 US or to an agency of the US Government.

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 US 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 US Government agency is obtained.
{ELR}

Quantity Option

The total quantity of this purchase order may be increased during performance of said contracts at the same price, but may not exceed 20% of the total quantity authorized.

Military Standard

Supplier shall furnish military standard hardware to the drawing revision level contained in the technical data package. If no revision level is specified, parts must be supplied to the latest revision level established by government agencies as of the date of this purchase order.
{MSP}

No Change to Item

Seller shall make no change in design, materials, 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}

Hexavalent Chromium (HC) - (This clause applies to the interim armored vehicle (IAV) Stryker vehicle only and should be ignored for Tank and other applications.)

The contract between US Tank Automotive and Armaments Command (TACOM) and GDLS for the provision of an interim armored vehicle (IAV) to the US Army prohibits the use of hexavalent chromium. GDLS is bound by this requirement. Also, note that no cadmium plated parts or fasteners, other than electrical connectors, are permitted to be incorporated into any component.

All GDLS parts that are chemical agent resistant coating (CARC) painted were originally prepared in accordance with mil-t-704. This military standard authorizes vinyl wash primers containing HC (dod-p-15328 and mil-p-8614) as one of a number of pre-treatments for ferrous and aluminum parts. This standard also allows the use of chromated chemical conversion pre-treatment (per mil-c-5541, class 1a) for aluminum parts. Mil-t-704 is now replaced by mil-c-53072. All parts are to be painted in accordance with mil-c-53072 with the exception of the application of hexavalent chromium based pre-treatments.

GDLS will no longer accept parts utilizing vinyl primers or chemical conversion finishes that contain HC for the BCT IAV program. Your company shall eliminate the use of the subject wash primer and/or conversion finishes from its paint process. The process for each material is defined as follows:

- high hard - abrasive blast, prime and paint per specification (omit the use of vinyl wash primer)
- mild steel - zinc phosphate, prime and paint per specification.
- aluminum - alodine 5200 or alodine 5700, prime and paint per specification.*
- stainless steel - omit both wash primer and paint, or passivate, prime and paint as specified.

(* aluminum parts used for electrical applications, where conductive surface is required for bonds & grounds, may use chemical conversion finish per mil-c-5541, class 3, only when specifically specified and pre-approved by GDLS. Then prime and paint per specification.
{HCB2}

Quality Requirements Details

The detail language for the quality requirements can be found on the General Dynamics Land Systems website at the world wide web address <http://www.gdls.com> under the procurement button.

Terms and Conditions

Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

MARY DONOHUE

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

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{WEB}

Invoice Policy

Vendor to invoice each non-deliverable 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, item billed, and price.
{PS2}

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 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 with methyl bromide (MB). 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}

Routing Instructions

*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}

Purchase Order Delivery Schedules

Purchase order delivery schedules must be strictly adhered to. Early/late and/or over/under shipments to scheduled deliveries will not be tolerated. Any deviation to this policy, unless authorized by general dynamics procurement personnel, will result in material being returned at the supplier's expense. GDLS does not recognize any "industry shipping tolerances".
{PDS}

Receiving Acceptance Rate

Reference GDLS standard procurement clause for (RAR) receiving acceptance rate on website: <http://procurement.gdls.com>.
{RAR}

Value Engineering Incentive

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 US Government to buyer.
{VE1}

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 awarding 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-III, "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 sub-awards at all tiers (including subcontracts, sub-grants, 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 prerequisite for making or entering into this transaction imposed by section 1352, title 31, US code.
{BAC}

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	12548774	###	PERISCOPE	*	Each	*	*
			CONTRACT	MSDS	NOTE TO SUPPLIER		LINE STATUS
							Open

QA CLAUSE (ITEM TEXT):

1. ADDITIONAL PROCUREMENT DATA: NONE

Terms and Conditions

Please refer to the General Dynamics Land :
www.gdls.com for purchase order terms

*Confidential Treatment Requested

MARY DONOHUE

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551
PO Revision 0
Page 5 of 7

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
6	0					15-JUL-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
7	0					12-AUG-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
8	0					16-SEP-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
9	0					16-SEP-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
10	0					14-OCT-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Distribution 2: Qty . . . Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
11	0					18-NOV-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141					Distribution 1: Qty . . . Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

Terms and Conditions
Please refer to the General Dynamics Land
www.gdls.com for purchase order terms

*Confidential Treatment Requested MARY DONOHUE

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551
PO Revision 0
Page 6 of 7

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
12	0					16-DEC-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 2: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
13	0					13-JAN-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
14	0					17-FEB-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
15	0					16-MAR-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
16	0					16-MAR-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
17	0					16-MAR-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
18	0					20-APR-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems									

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www.gdls.com for purchase order terms & conditions

*Confidential Treatment Requested ARY DONOHUE

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551
PO Revision 0
Page 7 of 7

C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States				Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Distribution 2: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4					
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
19	<i>1</i>	0	<i>1</i>	<i>1</i>		20-APR-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
22	<i>1</i>	0	<i>1</i>	<i>1</i>		18-MAY-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
23	<i>1</i>	0	<i>1</i>	103,776.00		18-MAY-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
24	<i>1</i>	0	<i>1</i>	<i>1</i>		18-MAY-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
25	<i>1</i>	0	<i>1</i>	<i>1</i>		15-JUN-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty <i>1</i> Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

End of Contract

Terms and Conditions

Please refer to the General Dynamics Land System website www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested** / DONOHUE

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551
PO Revision 1
Page 1 of 9

Ship To: General Dynamics Land Systems	PO Creation Date: 08-JUN-2009 10:03:27	
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Revision Date: 28-SEP-2009 10:57:45 PO Status: APPROVED	
Payment Terms: MNS2 PO Currency: USD	Freight Terms: FCA-Seller's Dock (Incoterms 2000) Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 5,380,137.00 PO Award Code: 3A PO Description: Production PO	
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	PLANNER MARY DONOHUE Phone: Email: donohuem@gdls.com

ORACLE REVISION 1 ISSUED 9/28/09 TO INCREASE PURCHASE ORDER QUANTITY BY 1 PIECES AT SAME UNIT COST AND ADJUST PROJECT/TASK CODES TO BETTER MEET PLANT REQUIREMENTS. THE CONTRACTS/QUANTITIES LISTED IN THE PROGRESS PAYMENT CLAUSE HAVE ALSO BEEN ADJUSTED.

Original Purchase Order quantity: 1 pieces

Purchase Order Text

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)

Terms and Conditions

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
PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTRACT NO.	QUANTITY
--------------	----------

G0006 RV00	
G0006 RW00	
G0006 RX00	
G0006 RY00	
G0006 RZ00	

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.

If a supplier/subcontractor becomes in possession of government owned property the supplier/subcontractor will comply with the instructions for control of government-owned property in the possession of suppliers/ sub-contractors" these instructions are available on the GDLS website at www.gdls.com/procurement/ instructions for control of government owned property in the possession of suppliers/sub-contractors.

<u>Terms and Conditions</u> Please refer to the General Dynamics Land S www.gdls.com for purchase order terms & 	*Confidential Treatment Requested MARY DONOHUE
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(DTC3)

Technical Data Management

Technical data furnished by buyer to seller, in order to facilitate seller's execution of this purchase order, is governed by the US 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 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 US or to an agency of the US Government.

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 US 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 US Government agency is obtained.
(ELR)

Quantity Option

The total quantity of this purchase order may be increased during performance of said contracts at the same price, but may not exceed 20% of the total quantity authorized.

Military Standard

Supplier shall furnish military standard hardware to the drawing revision level contained in the technical data package. If no revision level is specified, parts must be supplied to the latest revision level established by government agencies as of the date of this purchase order.
(MSP)

No Change to Item

Seller shall make no change in design, materials, 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)

Hexavalent Chromium (HC) - (This clause applies to the interim armored vehicle (IAV) Stryker vehicle only and should be ignored for Tank and other applications.)

The contract between US Tank Automotive and Armaments Command (TACOM) and GDLS for the provision of an interim armored vehicle (IAV) to the US Army prohibits the use of hexavalent chromium. GDLS is bound by this requirement. Also, note that no cadmium plated parts or fasteners, other than electrical connectors, are permitted to be incorporated into any component.

All GDLS parts that are chemical agent resistant coating (CARC) painted were originally prepared in accordance with mil-t-704. This military standard authorizes vinyl wash primers containing HC (dod-p-15328 and mil-p-8614) as one of a number of pre-treatments for ferrous and aluminum parts. This standard also allows the use of chromated chemical conversion pre-treatment (per mil-c-5541, class 1a) for aluminum parts. Mil-t-704 is now replaced by mil-c-53072. All parts are to be painted in accordance with mil-c-53072 with the exception of the application of hexavalent chromium based pre-treatments.

GDLS will no longer accept parts utilizing vinyl primers or chemical conversion finishes that contain HC for the BCT IAV program. Your company shall eliminate the use of the subject wash primer and/or conversion finishes from its paint process. The process for each material is defined as follows:

- high hard - abrasive blast, prime and paint per specification (omit the use of vinyl wash primer)
- mild steel - zinc phosphate, prime and paint per specification.
- aluminum - alodine 5200 or alodine 5700, prime and paint per specification.*
- stainless steel - omit both wash primer and paint, or passivate, prime and paint as specified.

Terms and Conditions

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(*) aluminum parts used for electrical applications, where conductive surface is required for bonds & grounds, may use chemical conversion finish per mil-c-5541, class 3, only when specifically specified and pre-approved by GDLS. Then prime and paint per specification.
{HCB2}

Quality Requirements Details

The detail language for the quality requirements can be found on the General Dynamics Land Systems website at the world wide web address <http://www.gdls.com> under the procurement button.
{WEB}

Invoice Policy

Vendor to invoice each non-deliverable 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, item billed, and price.
{PS2}

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 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 with methyl bromide (MB). 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}

Routing Instructions

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}

Purchase Order Delivery Schedules

Purchase order delivery schedules must be strictly adhered to. Early/late and/or over/under shipments to scheduled deliveries will not be tolerated. Any deviation to this policy, unless authorized by general dynamics procurement personnel, will result in material being returned at the supplier's expense. GDLS does not recognize any "industry shipping tolerances".
{PDS}

Receiving Acceptance Rate

Reference GDLS standard procurement clause for (RAR) receiving acceptance rate on website: <http://procurement.gdls.com>
{RAR}

Value Engineering Incentive

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 US Government to buyer.
{VE1}

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 awarding 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-III, "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 sub-awards at all tiers (including subcontracts, sub-grants, 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 prerequisite for making or entering into this transaction imposed by section 1352, title 31, US code.
{BAC}

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
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<p><u>Terms and Conditions</u> Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.</p>	<p>MARY DONOHUE</p>
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1	12548774	###	PERISCOPE	MSDS	Each	NOTE TO SUPPLIER	LINE STATUS
							Open

QA CLAUSE / ITEM TEXT:

1. ADDITIONAL PROCUREMENT DATA: NONE
 2. DRWG REV G, DATED 07/13/04 WITH OD1993-C021, OD1995-L008
 WITH GDMY3077, GDMY3096, GDMY3168
 ** QUALITY REQUIREMENTS:
 QY11
 WEB
 QG5
 QJ21
 QP93
 QP6
 QK11
 MIL-STD-171
 QY2
 (205)
 QY3
 QL31
 12548769
 QJ8
 QG2A
 QK9
 QP5
 QP95
 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS
 REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.
 (12548773)

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1	0	0				14-JAN-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
2	0	0				18-FEB-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
3	0	0				18-MAR-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: Qty , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
4	0	0				15-APR-2011 12:00:00			Open
SHIP TO					TEXT				

Terms and Conditions

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
5	0					13-MAY-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
6	0					17-JUN-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
7	0					15-JUL-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
8	0					12-AUG-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
9	0					16-SEP-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
10	0					16-SEP-2011 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					Distribution 1: QTY [initials] Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
11	0					14-OCT-2011			Open

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
Lima, OH 45801-3141 United States					Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
18	0					16-MAR-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
19	0					20-APR-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Distribution 2: Qty 1, Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
20	0					20-APR-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
21	0					18-MAY-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
22	0					18-MAY-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
23	0					18-MAY-2012 12:00:00			Open
SHIP TO General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States					TEXT Distribution 1: Qty 1, Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
24	0					15-JUN-2012 12:00:00			Open
SHIP TO					TEXT				

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General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RX00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
25	0					30-JUL-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
26	0					31-AUG-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RY00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
27	0					28-SEP-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
28	0					31-OCT-2012 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
29	0					30-NOV-2012 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
30	0					07-JAN-2013 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States		Distribution 1: Qty Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
31	0					08-FEB-2013			Open

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					12:00:00			
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General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States				Distribution 1: Qty  , Project ABRAMS 2006 PROD BOA, Task RZ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

End of Contract

Terms and Conditions
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GENERAL DYNAMICS Contract # PCL860000

EXHIBIT 10.10

In accordance with 17 CFR 200.80(b)(4), Optex is requesting confidential treatment of the quantities and prices, including unit prices and obligated amounts, redacted in this contract, because disclosure of this information may cause Optex significant competitive harm in future contracting efforts.

The quantities and prices Optex is requesting confidential treatment for can be found on the following pages:

E-1 QTY
E-6 QTY
E-6 QTY
E-6 QTY
E-6 QTY
E-6 QTY
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E-6 QRY
E-8 QTY
E-9 QTY
E-14 QTY
E-14 QTY
E-14 QTY
E-14 QTY
E-15 QTY
E-15 QTY
E-15 EXT. PRICE
E-16 QTY
E-16 QTY
E-18 QTY
E-18 QRY
E-23 QTY

GENERAL DYNAMICS Contract # PCL860000

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E-23 QTY
E-24 QTY
E-24 EXT. PRICE
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E-26 QTY
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E-26 QTY
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E-31 QTY
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E-31 QTY
E-32 QTY
E-32 QTY
E-32 EXT. PRICE
E-33 QTY
E-34 QTY
E-34 UNIT PRICE
E-34 UNIT PRICE
E-34 QTY
E-34 QTY
E-39 QTY
E-39 PRICE
E-39 EXT. PRICE
E-40 QTY
E-42 QTY

GENERAL DYNAMICS Contract # PCL860000

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GENERAL DYNAMICS Contract # PCL860000

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GENERAL DYNAMICS Contract # PCL860000

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E-64 QTY
E-64 PRICE
E-64 EXT. PRICE
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E-64 QTY
E-64 PRICE
E-64 EXT. PRICE
E-64 QTY
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E-64 QTY

GENERAL DYNAMICS Contract # PCL860000

E-64 EXT. PRICE
E-64 QTY
E-64 QTY
E-64 QTY
E-64 PRICE
E-64 EXT. PRICE
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GENERAL DYNAMICS Contract # PCL860000

E-65 PRICE
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GENERAL DYNAMICS Contract # PCL860000

E-66 QTY
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GENERAL DYNAMICS Contract # PCL860000

E-66 QTY
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E-67 EXT. PRICE
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E-67 PRICE

GENERAL DYNAMICS Contract # PCL860000

E-67 EXT. PRICE
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E-67 PRICE
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E-67 PRICE
E-67 EXT. PRICE
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E-68 EXT. PRICE
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GENERAL DYNAMICS Contract # PCL860000

E-68 PRICE
E-68 EXT. PRICE
E-68 QTY
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GENERAL DYNAMICS Contract # PCL860000

E-69 QTY
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E-69 PRICE
E-69 EXT. PRICE
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E-69 EXT. PRICE
E-70 QTY

GENERAL DYNAMICS Contract # PCL860000

E-70 QTY
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E-70 EXT. PRICE
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GENERAL DYNAMICS Contract # PCL860000

E-71 QTY
E-71 QTY
E-71 PRICE
E-71 EXT PRICE
E-71 QTY
E-72 QTY
E-72 PRICE
E-72 EXT. PRICE
E-72 UNIT PRICE
E-72 UNIT PRICE
E-72 QTY
E-72 QTY
E-74 QTY
E-74 QTY
E-74 PRICE
E-74 TOTAL
E-75 UNIT PRICE
E-75 UNIT PRICE
E-75 QTY
E-75 QTY
E-75 PRICE
E-75 EXT. PRICE
E-75 QTY
E-75 TY
E-75 QTY
E-75 PRICE
E-75 EXT. PRICE
E-75 QTY
E-76 QTY

GENERAL DYNAMICS Contract # PCL860000

E-76 PRICE
E-76 EXT. PRICE
E-76 QTY
E-78 QTY
E-78 PRICE
E-78 EXT. PRICE
E-78 UNIT PRICE
E-78 UNIT PRICE

E-78 QTY
E-78 QTY
E-80 QTY
E-80 PRICE
E-80 TOTAL
E-81 QTY
E-81 QTY
E-81 PRICE
E-81 EXT. PRICE
E-81 QTY
E-82 QTY
E-82 PRICE
E-82 EXT. PRICE
E-82 QTY
E-82 QTY
E-82 QTY
E-82 QTY
E-83 QTY
E-83 PRICE
E-83 TOTAL
E-83 UNIT PRICE

GENERAL DYNAMICS Contract # PCL860000

E-83 TOTAL
E-84 UNIT PRICE
E-84 UNIT PRICE
E-84 QTY
E-84 QTY
E-84 PRICE
E-84 EXT. PRICE
E-84 QTY
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E-84 EXT. PRICE
E-84 QTY
E-84 QTY
E-84 QTY
E-84 PRICE
E-84 EXT. PRICE
E-85 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

*BASE
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 \$2,701,891.90 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@GDLS.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:003
P:586-825-8756 F:586-268-7437
EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003
SUPPLIER NO: 23230

ORDER NO: PCL860000
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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:

JULIE M. SCHNEIDER BUYER:B003
P:586-825-8756 F:586-268-7437
EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003
SUPPLIER NO: 23230

ORDER NO: PCL860000
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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:

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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 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
-----	-----
GN001 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 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	*	12548774		EA	*
		PERISCOPE ASSEMBLY	*		

TOTAL BLANKET LIMIT

\$6,754,729.80

1. ADDITIONAL PROCUREMENT DATA: NONE
2. DRWG REV G, DATED 07/26/04
WITH OD1993-C021, OD1995-L008

** QUALITY REQUIREMENTS:

BUYER:

JULIE M. SCHNEIDER BUYER:B003
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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 (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		

BUYER:

JULIE M. SCHNEIDER BUYER:003
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THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED
PER YEAR 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

Verified at: 9:43:20 AM on: 4/2/2007 by Domino Process

***Confidential Treatment Requested**

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
EXPIRATION DATE: 12/30/2008

SUPPLIER NO: 23230 CATEGORY: S N
SHIP VIA: TRUCK CRC2A
F.O.B.: RICHARDSON TX
TERMS: NET 30 DAYS

INVOICE TO:

EFFECTIVE DATE: 04/02/2007

ORIGINAL BLANKET PO ISSUE DATE - 04/09/07

PART NUMBER : 12548774 DESCRIPTION: PERISCOPE ASSY

QUANTITY: X PCS

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 \$2,701,891.90
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:0003
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:B003
P:586-825-8756 F:586-268-7437
EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003
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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:B003
P:586-825-8756 F:586-268-7437
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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 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: B003
 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 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
GN001 RK00	X
G0006 RN00	X
G0006 RP00	X
G0006 RST3	X

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:

JULIE M. SCHNEIDER BUYER:B003
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GENERAL DYNAMICS

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ORDER NO: PCL860000
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BLANKET ORDER

DATE: 04/11/2007
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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	*	12548774 PERISCOPE ASSEMBLY	*	EA	*

TOTAL BLANKET LIMIT

\$6,754,729.80

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:

JULIE M. SCHNEIDER BUYER:8003
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GENERAL DYNAMICS

EXPEDITOR: E003
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ORDER NO: PCL860000
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SUPPL.NO: 001

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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	RPO0		
G0006	RST3		

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED
PER YEAR 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
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ORDER NO: PCL860000
PAGE 8 OF 8

Verified at: 3:22:16 PM on: 4/11/2007 by Domino Process

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THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED
PER YEAR 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
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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
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ORDER NO: PCL860000
PAGE 8 OF 8

...

Verified at: 9:43:20 AM on: 4/2/2007 by Domino Process

***Confidential Treatment Requested**

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
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: X PCS

SUPPLEMENT 002 ISSUED 04/17/07 TO INCREASE ORDER BY X 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 \$2,701,891.90
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

JULIE M. SCHNEIDER BUYER: B003
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860000

*Confidential Treatment Requeste

EMAIL: SCHNEIDJ@GDLS.COM
GENERAL DYNAMICS

PAGE 1 OF
BLANKET ORDER

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: 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: 04/17/2007
SUPPL. DATE: 04/17/2007

ORDER NO: PCL860000
SUPPL. NO: 002

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
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BLANKET ORDER

GENERAL DYNAMICS

DATE: 04/17/2007
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THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY ENIGINEERING 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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GENERAL DYNAMICS

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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 AUTHOR-
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-

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GENERAL DYNAMICS

EXPEDITOR: E003
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ORDER NO: PCL860000
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ORDER NO: PCL860000

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	X
G0006 RN00	X
G0006 RP00	X
G0006 RST3	X

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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*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	*	12548774 PERISCOPE ASSEMBLY	*	EA	*

TOTAL BLANKET LIMIT

\$6,814,227.42

1. ADDITIONAL PROCUREMENT DATA: NONE
2. DRWG REV G, DATED 07/26/04
WITH OD1993-C021, OD1995-1008

** 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 MIL-STD-171	(1/19/99)	PHY/TEST DATA-FILL IN
QY2.9 (205)	(09/26/01)	FAT-QCS-4
QY3.5	(1/22/94)	C.T. - QCS-4A (TDP)
QL31.0 12548769	(12/4/87)	FUNCTIONAL TEST (FILL-IN)
QJB.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
QG2A.4	(11/21/96)	(MIL-1-45208 ANS1/ISO 9000)

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*Confidential Treatment Requester

- 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 * 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 REQUIREMENTS WITH AS LITTLE AS SEVEN (7) DAYS NOTICE. (TQR)

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SUPPLIER NO: 23230

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*****~*****~*****

Verified at: 11:03:38 AM on: 4/17/2007 by Domino Process

*****~*****~*****

*Confidential Treatment Requested

Becker

cto 2004

E26

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
GENERAL DYNAMICS
LAND SYSTEMS DIVISION
ACCOUNTING DEPARTMENT
1161 BUCKEYE ROAD
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:

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

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 * PCS AT CURRENT
UNIT PRICE. REF SB0128225. 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 \$2,701,891.90

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860000

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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.

{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:

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GENERAL DYNAMICS

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DATE: 06/26/2007
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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

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{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}

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GENERAL DYNAMICS

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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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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 AUTHOR-
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: B003
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: 06/26/2007

ORDER NO: PCL860000

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
GN001 RK00	X
G0006 RN00	*
G0006 RP00	X
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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ORDER NO: PCL860000
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DATE: 06/26/2007
SUPPL.DATE: 06/26/2007

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SUPPL.NO: 003

*Confidential Treatment Requester

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	*----	12548774 PERISCOPE ASSEMBLY	*	EA	*

TOTAL BLANKET LIMIT

\$8,067,177.30

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)

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ORDER NO: PCL860000
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DATE: 06/26/2007
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 * 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)

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PAGE 8 OF 8

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Verified at: 7:45:49 AM on: 6/26/2007 by Domino Process

***Confidential Treatment Requested**

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

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

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 * 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 * 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

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EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

ORDER NO: PCL860000
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DATE: 02/08/2008
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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.

(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}

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:

EXPEDITOR: E003
SUPPLIER NO: 23230

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ORDER NO: PCL860000
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GENERAL DYNAMICS

DATE: 02/08/2008
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000
SUPPL.NO: 004

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:

JULIE M. ADAMSON BUYER:8003
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EMAIL: ADAMSONJ@GDLS.COM
GENERAL DYNAMICS

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ORDER NO: PCL860000
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DATE: 02/08/2008
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000
SUPPL.NO: 004

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 AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN,

BUYER: EXPEDITOR: E003
SUPPLIER NO: 23230
JULIE M. ADAMSON BUYER: B003
P: 586-825-8756 F: 586-268-7437 ORDER NO: PCL860000
EMAIL: ADAMSONJ@GDLS.COM PAGE 4 OF
GENERAL DYNAMICS BLANKET ORDER

DATE: 02/08/2008 ORDER NO: PCL860000
SUPPL. DATE: 02/08/2008 SUPPL. NO: 004

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.

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GENERAL DYNAMICS

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DATE: 02/08/2008
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000
SUPPL.NO: 004

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)

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DATE: 02/08/2008
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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
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 (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 ~~4~~ PIECES STARTING JANUARY 2008.

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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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Verified at: 8:45:35 AM on: 2/8/2008 by Domino Process

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
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

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 * TO
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 BY * 1 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 * 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

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:

JULIE M. ADAMSON BUYER: B003
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EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003
SUPPLIER NO: 23230

ORDER NO: PCL860000
PAGE 2 OF
BLANKET ORDER

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:

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GENERAL DYNAMICS

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SUPPLIER NO: 23230

ORDER NO: PCL860000
PAGE 5 OF
BLANKET ORDER

DATE: 03/20/2008
SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000
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

\$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

—*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:

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ORDER NO: PCL860000
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 BLANKET ORDER

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 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 IS * PIECES STARTING JANUARY 2008.

THESE RELEASES WILL BE SUBJECT TO A 20% INCREASE OR DECREASE
IN QUANTITY.

BUYER:

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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:

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EXPEDITOR: E003
SUPPLIER NO: 23230

ORDER NO: PCL860000
PAGE 8 OF 8

~~*~*~*~*~*~*~*~*

Verified at: 1:32:26 PM on: 3/20/2008 by Domino Process

~~*~*~*~*~*~*~*~*

E51

s/d 2004

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

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

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F ¹	UM-REV.	EXT.PRICE
0001	*	12548774	*	EA	*
PERISCOPE ASSEMBLY					

DELIVERY SCHEDULE:

DATE	ORIG PROM	QUANTITY	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		*	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

E52

EMAIL: SCHNEIDJ@GDLS.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 \$6,754,729.80

BLANKET AMOUNT REMAINING \$0.00

BUYER:

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EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003
SUPPLIER NO: 23230

ORDER NO: PCL860001
PAGE 2 OF 2

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
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 BY * PCS.
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 * PCS.
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 ... 6 EA
TO THE NEGOTIATED PRICE OF 13 EACH. THIS IS NO LONGER AN NTE ORDER,
IT HAS BEEN CHANGED TO FFP.

DELIVERY SCHEDULE:

CONTRACT:

DATE	ORIG FROM	QUANTITY	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

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10/16/2008	*	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	*	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	RU00
05/20/2010	*	G0006	RV00
05/20/2010	*	G0006	RU00
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	* .000
W56HZV-06-G-0006	RN00	NONE	* .000
W56HZV-06-G-0006	RP00	NONE	* .000
W56HZV-06-G-0006	RQ00	DOA4	* .000
W56HZV-06-G-0006	RST3	DOA4	* .000
W56HZV-06-G-0006	RT00	DOA4	* .000
W56HZV-06-G-0006	RU00	DOA4	* 1.000
W56HZV-06-G-0006	RV00	DAO4	* .000

*Confidential Treatment Requeste

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ORDER NO: PCL860001
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~~*~*~*~*~*~*~*~*

Verified at: 4:58:06 PM on: 4/30/2008 by Domino Process

~~*~*~*~*~*~*~*~*

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURC

PO #PCL860001

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Ship To: General Dynamics Land Systems Division	PO Creation Date: 09-JUL-2008 15:08:23 Revision Date: 19-AUG-2009 16:38:11 PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 12,566,643.60 PO Award Code: 2A PO Description: Purchase Order
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	
Payment Terms: NET30 PO Currency: USD	
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com
	PLANNER MARY DONOHUE Phone: Email: donohuem@gdls.com

ORACLE REVISION 6 ISSUED 9/4/08 TO INCORPORATE GDMY3096 AT NO COST TO GDLS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ORACLE REVISION 7 ISSUED 9/15/08 TO CORRECT DRAWING INFORMATION. THIS CHANGE AT NO COST TO GDLS. IN ADDITION, A MATERIAL CHANGE NOTICE (MCN) IS ATTACHED FOR SUPPLIER RESPONSE TO GDMY3104. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ORACLE REVISION 8 ISSUED 2/24/09 TO ADJUST DELIVERY SCHEDULE TO REFLECT ACTUAL SHIPMENTS BY SUPPLIER. WAS: *PCS DUE 2/20/09. *PCS ALREADY REC'D LEAVING BALANCE OF 12). NOW: *PCS DUE 3/10/09. (ALLOWS FOR *PIECES IN-TRANSIT PLUS *PIECES SHIPPING 2/24/09). REFERENCE: EMAIL FROM M.DONOHUE TO D.SCHOENING 2/24/09).

ORACLE REVISION 9 ISSUED 4/2/09 TO INCREASE PURCHASE ORDER QUANTITY BY *PIECES AT SAME UNIT COST. THIS QUANTITY ADDED AS LINE 2 FOR DELIVERY DURING THE MONTH OF APRIL 2009 AS AGREED TO WITH D.SCHOENING.

ORACLE REVISION 10 ISSUED 4/3/09 TO PROVIDE SUPPLIER WITH MATERIAL CHANGE NOTICE MCN09154A, ENGINEERING CHANGES GDMY3188, GDLV4616, AND MARKED-UP DRAWING 12548774. THE DOCUMENTS ARE ATTACHED TO LINE 1. CHANGES WILL NOT BE INCORPORATED UNTIL SUPPLIER RESPONDS TO THIS MCN/CHANGES. THIS REVISION AT NO COST TO GDLS.

ORACLE REVISION 11 ISSUED 4/23/09 TO MOVE DELIVERY TO RIGHT TO REFLECT SHIPMENT OF *PIECES BY SUPPLIER 5/23/09. THIS CHANGE AT NO COST.

ORACLE REVISION 12 ISSUED 4/24/09 TO UPDATE DRAWING INFORMATION TO REFLECT RELEASE OF REV H DRAWING & INCORPORATION OF ENGINEERING CHANGES/MCNs PREVIOUSLY SENT TO SUPPLIER. COPY OF DRAWING ATTACHED TO LINE 1. THIS CHANGE AT NO COST TO GDLS.

ORACLE REVISION 13 ISSUED 5/14/09 TO MOVE DELIVERY DATE OUT ON LINE 1:47, 1:48 & 2:3 TO 5/22/09 AND MOVE *PIECES FROM LINE 1:49 TO 1:48. THIS REFLECTS THE 56 PIECE SHIPMENT FROM OPTEX 5/14/09.

ORACLE REVISION 14 ISSUED 5/18/09 TO SPLIT SHIP-TO LOCATION ON LINE 1:55. WAS *PIECES SHIP-TO LIM 11/20/09, NOW *PIECES SHIP-TO LIM 11/20/09 & *PIECES SHIP-TO AND (BLDG 136) 11/20/09. THIS CHANGE AT NO ADDITIONAL CHARGE TO GDLS.

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ORACLE REVISION 15 ISSUED 5/21/09 TO MOVE DELIVERY IN ON JUNE 2009 SHIPMENT FROM SUPPLIER - WAS 6/20/09, NOW 6/5/09. PER SUPPLIER 5/20 * PIECES READY TO SHIP. BALANCE OF * PIECES CAN BE ADJUSTED BACK OUT TO 6/20/09.

ORACLE REVISION 16 ISSUED 6/3/09 TO UPDATE DRAWING INFORMATION. REVISION H WAS RELEASED PER GDLV4616 WHICH IMPACTS FUTURE PROGRAMS/CONTRACTS ONLY. IT SHOULD NOT BE INCORPORATED IN THIS ORDER. DRAWING INFO CHANGED TO READ: REV G WITH OD1993-C021, OD1995-L008, WITH GDMY3096, GDMY3077, GDMY3188. THIS CHANGE AT NO COST TO GDLS.

ORACLE REVISION 17 ISSUED 7/10/09 TO REVISE DELIVERY QUANTITIES MAY-JULY 2010. THE FOLLOWING QUANTITIES WERE MOVED OUT: MAY 2010 - 73 PCS TO NOV 2010, JUN 2010 - * PCS TO DEC 2010, JUL 2010 - * PCS TO JAN 2011. THESE CHANGES WERE REFERENCED IN BUYER'S EMAIL DATED 5/13/09.

ORACLE REVISION 18 ISSUED 7/13/09 TO MOVE DELIVERY OF * PIECES FROM LIMA TO ANNISTON (AND-BLDG 136). THIS CHANGE MADE ON LINE 1, SHIPMENT 50.

ORACLE REVISION 19 ISSUED 8/19/09 TO MOVE DELIVERY OF * PIECES FROM LINE 1/SHIP#54 TO LINE 1/SHIP#53. THIS CHANGE COVERS THE * PIECES SHIPPED BY SUPPLIER 8/12/09.

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 * PCS. PLEASE NOTE DELIVERY SCHEDULE AND QTY CHANGES.

SUPPLEMENT 002 ISSUED 9-8-07 TO MODIFY DELIVERY SCHEDULE TO HELP MEET PRODUCTION REQUIERMENTS.

SUPPLMENT 003 ISSUED 04-30-08 TO INCREASE RELEASE QTY BY * PCS. 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

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STANDARD PURCHASE ORDER

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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	QTY	UoM	PRICE	TOTAL
1	12548774		PERISCOPE ASSEMBLY		Each	*	*
			CONTRACT	MSDS	NOTE TO SUPPLIER	LINE STATUS	
						Open	

QA CLAUSE / ITEM TEXT:

1. ADDITIONAL PROCUREMENT DATA: NONE
2. DRWG REV G, DATED 07/13/04
WITH OD1993-C021, OD1995-L008
WITH GDMY3096, GDMY3077, GDMY3188
** 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 * EA TO THE NEGOTIATED PRICE OF * 3 EACH. THIS IS NO LONGER AN NTE ORDER, IT HAS BEEN CHANGED TO FFP.

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1	*	*	*	*		12-APR-2008 00:00:00			Closed For Invoice
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RN00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
2	*	*	*	*		13-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 2: Qty * Project ABRAMS 2006 PROD BOA, Task RN00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
3	*	*	*	*		08-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 3: Qty * Project ABRAMS 2006 PROD BOA, Task RPO0NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

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38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH

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SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
4	*	*	*	*		15-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 4: Qty * Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
5	*	*	*	*		15-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 5: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
6	*	*	*	*		20-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 6: Qty * Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
7	*	*	*	*		20-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 7: Qty * Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				
8	*	*	*	*		20-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 8: Qty * Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
9	*	*	*	*		27-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 9: Qty * Project ABRAMS 2006 PROD BOA, Task RN00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
10	*	*	*	*		22-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 10: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
11	*	*	*	*		22-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 11: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
12	*	*	*	*		14-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 12: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
13	*	*	*	*		29-JUN-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 13: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
14	*	*	*	*		18-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 14: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
15	*	*	*	*		15-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 15: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
16	*	*	*	*		15-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 16: Qty <input checked="" type="checkbox"/> Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5									
17	*	*	*	*		25-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 17: Qty <input checked="" type="checkbox"/> Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5									
18	*	*	*	*		22-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States									
Distribution 18: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS

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STANDARD PURCHASE ORDER

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
19	*	*	*	*		01-AUG-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 19: Qty * Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
20	*	*	*	*		29-JUL-2008 12:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 20: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
21	*	*	*	*		29-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 21: Qty * Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
22	*	*	*	*		08-AUG-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 22: Qty * Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				
23	*	*	*	*		07-AUG-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 23: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
24	*	*	*	*		15-AUG-2008 00:00:00			Closed
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 RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
25	*	*	*	*		14-AUG-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 25: Qty * Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
26	*	*	*	*		22-AUG-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division									

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
27	*	*	*	*		21-AUG-2008 00:00:00			Closed
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 RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
28	*	*	*	*		29-AUG-2008 00:00:00			Closed
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 RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
29	*	*	*	*		28-AUG-2008 00:00:00			Closed
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 FB01NONWBS, Contract Number W52H09-07-G-0001, DPAS Rating DOA5				
30	*	*	*	*		05-SEP-2008 00:00:00			Closed
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 RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
31	*	*	*	*		05-SEP-2008 00:00:00			Closed
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 SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				
32	*	*	*	*		05-SEP-2008 00:00:00			Closed
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 RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
33	*	*	*	*		18-SEP-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 32: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
34	*	*	*	*		18-SEP-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 33: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

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Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860001
PO Revision 19
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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
34	X	X	X	X		25-SEP-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 34: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
35	X	X	X	X		02-OCT-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 35: Qty X Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				
36	X	X	X	1 X		02-OCT-2008 02:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 36: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
37	X	X	X	X		09-OCT-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 37: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
38	X	X	X	X		16-OCT-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 38: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
39	X	X	X	X		23-OCT-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 39: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
40	X	X	X	X		30-OCT-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 40: Qty X Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
41	X	X	X	X		07-NOV-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division									

Terms and Conditions
Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860001
 PO Revision 19
 Page 9 of 14

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1161 Buckeye Road Lima, OH 45804-1815 United States						Distribution 41: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4			
42	*	*	*	*		14-NOV-2008 00:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 42: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4			
43	*	*	*	*		21-NOV-2008 00:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 43: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4			
44	*	*	*	*		21-DEC-2008 00:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 44: Qty * Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4			
45	*	*	*	*		10-MAR-2009 12:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 45: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Distribution 46: Qty * Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE			
46	*	*	*	*		20-MAR-2009 00:00:00			Closed For Invoice
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 46: Qty * Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE			
47	*	*	*	*		22-MAY-2009 12:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 47: Qty * Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE			
48	*	*	*	*		22-MAY-2009 12:00:00			Closed
SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States						TEXT Distribution 48: Qty * Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE			

Terms and Conditions

Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
49	*	*	*	*		05-JUN-2009 12:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 49: Qty *, Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
50	*	*	*	*		20-JUL-2009 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 50: Qty *, Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
51	*	*	*	*		31-AUG-2009 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task MT05NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
52	*	*	*	*		20-AUG-2009 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 51: Qty *, Project ABRAMS 2006 PROD BOA, Task RQ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
53	*	*	*	*		31-AUG-2009 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 52: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
54	*	*	*	*		20-SEP-2009 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 53: Qty *, Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
55	*	*	*	*		20-OCT-2009 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 54: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
56	*	*	*	*		20-NOV-2009 00:00:00			Open
SHIP TO					TEXT				

Terms and Conditions
Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 55: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
57	*	*	*	*		20-NOV-2009 12:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task MT05NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4									
58	*	*	*	*		20-DEC-2009 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 56: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
59	*	*	*	*		20-JAN-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 57: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
60	*	*	*	*		20-FEB-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 58: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
61	*	*	*	*		20-MAR-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 59: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
62	*	*	*	*		20-APR-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 60: Qty * Project ABRAMS 2006 PROD BOA, Task RT00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									
63	*	*	*	*		20-APR-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States Distribution 61: Qty * Project ABRAMS 2006 PROD BOA, Task RU00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE									

Terms and Conditions
Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

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GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH.

PO #PCL860001
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SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
64	*	*	*	*		20-MAY-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 62: Qty * , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
65	*	*	*	*		20-JUN-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 64: Qty * , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
66	*	*	*	*		20-JUL-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 65: Qty * Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
67	*	*	*	*		20-AUG-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 66: Qty * , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
68	*	*	*	*		20-SEP-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 67: Qty * Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
69	*	*	*	*		20-OCT-2010 00:00:00			Open
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 68: Qty * , Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
70	*	*	*	*		21-JUL-2008 00:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
71	*	*	*	*		19-NOV-2010 12:00:00			Open
SHIP TO					TEXT				

Terms and Conditions

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www.gdls.com for purchase order terms and conditions.

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GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASING

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General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 63: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RU00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE Distribution 64: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
72	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		17-DEC-2010 12:00:00			Open
SHIP TO:					TEXT:				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
73	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		21-JAN-2011 12:00:00			Open
SHIP TO:					TEXT:				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RV00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4							

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
2	12548774		PERISCOPE	<input checked="" type="checkbox"/>	Each	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			CONTRACT	MSDS	NOTE TO SUPPLIER		LINE STATUS
							Open

QA CLAUSE / ITEM TEXT:

1. ADDITIONAL PROCUREMENT DATA: NONE
 2. DRWG REV G, DATED 07/13/04
 WITH OD1993-C021, OD1995-L008
 WITH GDMY3096, GDMY3077, GDMY3188
 ** QUALITY REQUIREMENTS:
 QY11
 WEB
 QG5
 QJ21
 QP93
 QP6
 QK11
 MIL-STD-171
 QY2
 (205)
 QY3
 QL31
 12548769
 QJ8
 QG2A
 QK9
 QP5
 QP95
 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS
 REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.
 (12548773)

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		10-APR-2009 12:00:00			Closed
SHIP TO:					TEXT:				
General Dynamics Land Systems									

Terms and Conditions
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GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

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STANDARD PURC

PO #PCL860001

PO Revision 19

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C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States						Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4			
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
2	*	*	*	*		17-APR-2009 12:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
3	*	*	*	*		22-MAY-2009 12:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
4	*	*	*	*		04-MAY-2009 12:00:00			Closed
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				

End of Contract

Terms and Conditions

Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

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ORIGINATOR: JULIE M ADAMSON
MESSAGE: B003 PCL860003

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET

ORDER

DATE: 02/08/2008
SUPPL. DATE: 02/08/2008

ORDER NO: PCL860003
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

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

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.
0001	*	12548774	*	EA
PERISCOPE ASSEMBLY				

SUPPLEMENT 001 ISSUED 2-08-08 TO CHANGE UNIT PRICE FROM * TO *
* BASED ON NEGOTIATIONS. THIS IS NO LONGER AN NTE ORDER, IT HAS
* BEEN CHANGED TO FFP.

DELIVERY SCHEDULE:

DATE	ORIG	PROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
03/20/2009			*	G0006		RP00	
03/20/2009			*	GN001		RK00	

CONTRACT	SEG	PRIORITY	ACCUMULATIVE
		RATING	QUANTITY
DAAE07-01-G-N001	RK00	DXA4	000
W56HZV-06-G-0006	RP00	NONE	.000

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

\$6,756.26

TOTAL P.O. VALUE

BLANKET AMOUNT REMAINING

\$0.00

*Confidential Treatment Requested

BUYER:

EXPEDITOR: E003

JULIE M. ADAMSON BUYER:B003
P:586-825-8756 F:586-268-7437
EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860003
PAGE 1 OF 1

Verified at: 8:50:29 AM on: 2/8/2008 by Domino Process

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH...

PO #PCL860003
PO Revision 3
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Ship To: General Dynamics Land Systems Division	PO Creation Date: 09-JUL-2008 15:08:50 Revision Date: 24-FEB-2009 13:12:39 PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 6,756.26 PO Award Code: 2A PO Description: Converted PO ETP-C088 PCL860003	
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		
Payment Terms: NET30 PO Currency: USD		
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	PLANNER Phone: Email:

 ORACLE REVISION 1 ISSUED 9/4/08 TO INCORPORATE GDMY3096 AT NO COST TO GDLS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

 ORACLE REVISION 2 ISSUED 9/15/08 TO CORRECT DRAWING INFORMATION. THIS CHANGE AT NO COST TO GDLS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

 ORACLE REVISION 3 ISSUED 2/24/09 TO MOVE DELIVERY OF *PIECES IN FROM 3/20/09 TO 3/10/09. PARTS SHIPPING FROM SUPPLIER 2/24/09. REFERENCE: EMAIL 2/24 FROM M.DONOHUE TO D.SCHOENING.

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	12548774		PERISCOPE ASSEMBLY	*	Each	*	*
			CONTRACT	MSDS	NOTE TO SUPPLIER	LINE STATUS	Open

QA CLAUSE / ITEM TEXT:
 1. ADDITIONAL PROCUREMENT DATA: NONE
 2. DRWG REV G, DATED 07/26/04
 WITH OD1993-C021, OD1995-L008
 WITH GDMY3096
 ** QUALITY REQUIREMENTS:
 QY11
 WEB
 QG5
 QJ21
 QP93
 QP6
 QK11
 MIL-STD-171
 QY2
 (205)
 QY3
 QL31
 12548769
 QJ8
 QG2A
 QK9

Terms and Conditions

Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

*Confidential Treatment Requester

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

E75

STANDARD PURCH.

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PO Revision 3
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4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.
(12548773)

SUPPLEMENT 001 ISSUED 2-08-08 TO CHANGE UNIT PRICE FROM * 0
* BASED ON NEGOTIATIONS. THIS IS NO LONGER AN NTE ORDER, IT HAS
BEEN CHANGED TO FFP.

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1	*	*	*	*		10-MAR-2009 12:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
2	*	*	*	*		10-MAR-2009 12:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 2: Qty * Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				

End of Contract

Terms and Conditions

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www.gdls.com for purchase order terms and conditions.

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ORIGINATOR: JULIE M SCHNEIDER
MESSAGE: B003 PCL860004

GENERAL DYNAMICS

NUMBER: 9726800650

RELEASE TO BLANKET ORDER

DATE: 04/18/2007

ORDER NO: PCL860004

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 F	UM-REV.	EXT. PRICE
0001	*	12548774 PERISCOPE ASSEMBLY	*	EA	*

DELIVERY SCHEDULE:

DATE	ORIG PROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
10/30/2007		*	GN001		RK00	

CONTRACT	SEG	PRIORITY	ACCUMULATIVE
DAAE07-01-G-N001	RK00	RATING DXA4	QUANTITY 000

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

TOTAL P.O. VALUE \$52,497.90

BLANKET AMOUNT REMAINING \$0.00

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003
P: 586-825-8756 F: 586-268-7437

ORDER NO: PCL860004

*Confidential Treatment Requested

EMAIL: SCHNEIDJ@GDLS.COM

PAGE 1 OF 1

Verified at: 2:41:31 PM on: 4/18/2007 by Domino Process

ORIGINATOR: JULIE M ADAMSON
MESSAGE: B003 PCL860004

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET

ORDER

DATE: 02/08/2008
SUPPL.DATE: 02/08/2008

ORDER NO: PCL860004
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

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

ITEM	QUANTITY	PART-DESCRIPTION	PRICE F	UM-REV.
EXT.PRICE				
0001	*	12548774	*	EA
*		PERISCOPE ASSEMBLY		

SUPPLEMENT 001 ISSUED TO MODIFY UNIT PRICE FROM * TO *
BASED ON AUDIT AND NEGOTIATIONS. THIS CHANGES THIS ORDER FROM NTE, TO
FFP.

DELIVERY SCHEDULE:			CONTRACT:		
DATE	ORIG PROM	QUANTITY	ALIAS	SEG	WBS
02/22/2008		*	GN001	RK00	

CONTRACT	SEG	PRIORITY RATING	ACCUMULATIVE QUANTITY
DAAE07-01-G-N001	RK00	DXA4	000

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	2313

TOTAL P.O. VALUE
\$50,671.95

BLANKET AMOUNT REMAINING
\$0.00

*Confidential Treatment Requested

BUYER:

EXPEDITOR: E003

JULIE M. ADAMSON BUYER: B003
P: 586-825-8756 F: 586-268-7437
EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860004
PAGE 1 OF 1

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~~*~*~*~*~*~*~*~*

Verified at: 8:50:32 AM on: 2/8/2008 by Domino Process

~~*~*~*~*~*~*~*~*

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH.

PO #PCL860004

PO Revision 1

Page 1 of 2

Ship To: General Dynamics Land Systems Division	PO Creation Date: 09-JUL-2008 15:08:51 Revision Date: 19-FEB-2009 07:42:08 PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 50,671.95 PO Award Code: 2A PO Description: Converted PO ETP-C088 PCL860004	
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		
Payment Terms: NET30 PO Currency: USD		
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	PLANNER Phone: Email:

ORACLE REVISION 1 ISSUED 2/19/09 TO MOVE DELIVERY DATE OUT TO 3/2/09. GD RECEIVING ERROR IN JULY 2008 WAS REVERSED 2/18/09. ADJUSTED DELIVERY TO ALLOW SUPPLIER TO SHIP WITHOUT PENALTY. THIS CHANGE AT NO COST TO GDLS.

SUPPLEMENT 001 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET SHIPMENTS.

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	12548774		PERISCOPE ASSEMBLY	*	Each	*	*
			CONTRACT	MSDS	NOTE TO SUPPLIER	LINE STATUS	
						Open	

QA CLAUSE / ITEM TEXT:

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 ISSUED TO MODIFY UNIT PRICE FROM 3499.86 TO 3378.13
BASED ON AUDIT AND NEGOTIATIONS. THIS CHANGES THIS ORDER FROM NTE, TO
FFP.

Terms and Conditions

Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

*Confidential Treatment Requested

GENERAL DYNAMICS

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE

PO #PCL860004

PO Revision 1

Page 2 of 2

SHIP:	QTY:	RECD:	PRICE:	EXTENDED:	TAX:	NEED BY DATE:	PROMISE DATE:	HAZARDOUS MATERIAL:	STATUS:
1	*	*	*	*		02-MAR-2009 12:00:00			
SHIP TO:					TEXT:				
General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States					Distribution 1: Qty * Project ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5				

End of Contract

Terms and Conditions

Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

ORIGINATOR: JULIE M SCHNEIDER
MESSAGE: B003 PCL860005

NUMBER: 9726800650

GENERAL DYNAMICS

RELEASE TO BLANKET ORDER

DATE: 06/26/2007

ORDER NO: PCL860005

TO: OPTEX SYSTEMS INC
1420 PRESIDENTIAL DRIVE
DEPOT
RICHARDSON TX 75081

SHIP TO: GENERAL DYNAMICS LAND SYSTEMS
COMMANDER, ANNISTON ARMY

7 FRANKFORD AVE.
BLDG. 136 - WEST END
ATTN: AIM & SEP PROGRAMS
ANNISTON AL 36201-4199
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 F	UM-REV.	EXT.PRICE
0001	*	12548774 PERISCOPE ASSEMBLY	*	EA	*

DELIVERY SCHEDULE:

DATE	ORIG PROM	QUANTITY	CONTRACT:	ALIAS	SEG	WBS
03/20/2008			G0006		BDMT	
04/20/2008			G0006		BDMT	

CONTRACT	SEG	PRIORITY RATING	ACCUMULATIVE QUANTITY
W56HZV-06-G-0006	BDMT	DOA4	.000

ACCOUNTS:	ORGANIZATION	ACCOUNT	CENTER
	DIV	79500	6513

TOTAL P.O. VALUE \$199,492.02

 BLANKET AMOUNT REMAINING \$0.00

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER:B003

*Confidential Treatment Requested

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860005
PO Revision 5
Page 1 of 3

Ship To: General Dynamics Land Systems Commander	PO Creation Date: 04-JUL-2008 12:57:17 Revision Date: 26-FEB-2009 11:09:14 PO Status: APPROVED Freight Terms: FCA SP Freight Carrier: REFER TO GDLS ROUTING GUI Total PO Value: 405,375.60 PO Award Code: 2A PO Description: Converted PO ETP-C088 PCL860005	
Bill to: General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		
Payment Terms: NET30 PO Currency: USD		
SUPPLIER Company: Optex Systems Inc Supplier No.: 503610 Site: RICHARDSON Address: 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	PLANNER Phone: Email:

 ORACLE REVISION 2 ISSUED 9/4/08 TO INCORPORATE GDMY3096 AT NO COST TO GDLS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

 ORACLE REVISION 3 ISSUED 9/15/08 TO CORRECT DRAWING INFORMATION. THIS CHANGE AT NO COST TO GDLS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

 ORACLE REVISION 4 ISSUED 2/12/09 FOR INTERNAL CHANGE ONLY. PROJECT/TRANSFER CODES WERE CHANGED ON SHIPMENT #3 - NO IMPACT TO SUPPLIER.

 ORACLE REVISION 5 ISSUED 2/26/09 TO MOVE * PIECES FROM ANNISTON(AND -BLDG 136) DELIVERY TO LIMA (MENLO PARK) DELIVERY. DELIVERY DATE FOR * PIECES IS 3/20/09.

 ORACLE REVISION 1 ISSUED 7/28/08 TO REFLECT RELEASE OF GDMY3104. COPY OF ENGINEERING CHANGE SENT TO SUPPLIER 7/28/08 VIA VENDOR FREE FORM.

 SUPPLEMENT 001 TO THIS RELEASE WAS ISSUED 04-30-08 TO INCREASE RELEASE QTY BY * PCS. PLEASE NOTE CHANGES IN THE DELIVERY SCHEDULE.

 SUPPLEMENT 002 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET DATES.

LINE	PART	REV	DESCRIPTION	QTY	UoM	PRICE	TOTAL
1	12548774		PERISCOPE ASSEMBLY	*	Each	*	*
			CONTRACT	MSDS	NOTE TO SUPPLIER		LINE STATUS
							Open

QA CLAUSE / ITEM TEXT:

1. ADDITIONAL PROCUREMENT DATA: NONE
 2. DRWG REV G, DATED 07/26/04
 WITH OD1993-C021, OD1995-L008
 WITH GDMY3096
 ** QUALITY REQUIREMENTS:
 QY11
 WEB
 QG5

Terms and Conditions
 Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860005
PO Revision 5
Page 2 of 3

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 ISSUED 2-08-08 CHANGES THIS ORDER FROM NTE, TO FFP. BASED ON AUDIT AND NEGOTIATIONS, THE PRICE DECREASES FROM * TO

SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
1	*	*	*	*		23-MAY-2008 00:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 - West End Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States					Distribution 1: Qty*, Project ABRAMS 2006 PROD BOA, Task BDMTNONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
2	*	*	*	*		30-MAY-2008 00:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 - West End Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States					Distribution*, Project ABRAMS 2006 PROD BOA, Task BDMTNONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4				
3	*	*	*	*		06-JUN-2008 00:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 - West End Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States					Distribution 3: Qty* Project ABRAMS 2006 PROD BOA, Task BDMTNONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Distribution 4: Qty* Project ABRAMS 2006 PROD BOA, Task PJ00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DXA4				
4	*	*	*	*		04-MAR-2009 14:00:00			
SHIP TO					TEXT				
General Dynamics Land Systems Commander Anniston Army Depot 7 Frankford Ave. Bldg 136 - West End Attn: AIM & SEP Programs Anniston, AL 36201-4199 United States					Distribution 4: Qty*, Project ABRAMS 2006 PROD BOA, Task MTBDNONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating NONE				
5	*	*	*	*		20-MAR-2009 12:00:00			

Terms and Conditions
Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

GENERAL DYNAMICS
Land Systems
38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860005
PO Revision 5
Page 3 of 3

SHIP TO	TEXT
General Dynamics Land Systems C/O Menlo Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States	Distribution 1: Qty <input checked="" type="checkbox"/> Project ABRAMS 2006 PROD BOA, Task RST3NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4

End of Contract

Terms and Conditions
Please refer to the General Dynamics Land Systems website at
www.gdls.com for purchase order terms and conditions.

***Confidential Treatment Requested**

A-1

TSP, INC.

A1

A-3 QTY

A-3 UNIT PRICE

A-3 EXT. PRICE

A-3 SUB TOTAL

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 QTY

A-5 UNIT PRICE

A-5 EXT. PRICE

A-5 SUB TOTAL

A-7 QTY

A-7 UNIT PRICE

A-7 EXT. PRICE
A-7 QTY
A-7 UNIT PRICE
A-7 EXT. PRICE
A-7 QTY
A-7 UNIT PRICE
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A-7 QTY
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A-7 QTY
A-7 UNIT PRICE
A-7 EXT. PRICE
A-7 SUB TOTAL
A-9 QTY
A-9 UNIT PRICE
A-9 EXT. PRICE
A-9 QTY
A-9 UNIT PRICE
A-9 EXT. PRICE
A-9 SUB TOTAL
A-11 QTY
A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-11 QTY

A-11 UNIT PRICE

A-11 EXT. PRICE

A-12 QTY

A-12 UNIT PRICE

A-12 EXT. PRICE

A-12 QTY

A-12 UNIT PRICE

A-12 EXT. PRICE

A-12 SUB TOTAL

A2

Purchase Order: 9D16861

TSP Inc:

Please fax signed copy of this Purchase Order to: Purchasing Dept. 972.234.3544

Optex Systems
1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention:

FOB: ORIGIN
Order Date: 10/26/2009
Due Date: See Below
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #:
DMS Rating:
Buyer: Peeples, Ronald E.

TSP Inc

2009 Glenn Parkway
Batavia, OH 45103
Phone: 513-732-8900
Fax: 513-732-6988

Notes

****NEED CERTS****
 Ship UPS Collect Customer Acct#498653
 RMA#2479
 DMR#10573
 NC ID#11342
 PO#
 S/O#2006

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Purchase Order: 9D16861

TSP Inc:
Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Optex Systems
1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing Sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	12548773		Window, ICWS	EA	*	*	*

Due Date 11/25/2009 SO No: 2006/560400

Optex ECN No. 550

*Confidential Treatment Requested

Accepted By Vendor:	Authorized By <i>Shirley</i>	Order Sub Total:	* \$0.00
Date:	Date: <i>10-26-9</i>	Tax:	
		Order Total:	\$332.80

Optex Systems
1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

TSP Inc:

**Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544**

Purchase Order: 9B16294

Page 1 of 2
A4

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention: Tootie Hardman

TSP Inc
2009 Glenn Parkway
Batavia, OH 45103
Phone: 513-732-8900
Fax: 513-732-6988

FOB: ORIGIN
Order Date: 7/20/2009
Due Date: See Below
Ship Via: United Parcel Servic
Terms: Net 30 Days
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peeples, Ronald E.

Notes 1528-30/DAAAE20-03-D-0052/0030/D0-A5
1528-33/DAAAE20-03-D-0052/0030/D0-A5

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems
 1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

TSP Inc:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B16294

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer heretof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-33/550400			
2	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-30/550400			
3	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-33/550400			
4	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-33/550400			
5	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-30/550400			
6	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-33/550400			
7	12357796-3	F	Window	EA	*	*	*
Supplier to fab -3 detail complete to print per Drawing No. 12357796 Rev F.							
QC Codes: 3				SO No: 1528-33/550400			

*Confidential Treatment Requested

Accepted By Vendor:	Authorized By Optex:	Order Sub Total:
	<i>Justin Britt</i>	*
Date:	Date:	Tax:
	21-Jul-2009	\$0.00
		Order Total:
		\$4,700.00

AL6

Purchase Order: 9B16292

TSP Inc:
Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

Optex Systems
1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents.
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention: Tootie Hardman

TSP Inc
209 Glenn Parkway
Batavia, OH 45103
Phone: 513-732-8900
Fax: 513-732-6988

FOB: ORIGIN
Order Date: 7/20/2009
Due Date: See Below
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peeples, Ronald E.

Notes 1528-33/DAAE20-03-D-0052/0033/D0-A5
1528-30/DAAE20-03-D-0052/0030/D0-A5

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

TSP Inc:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B16292

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Ext'd Price
1	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
2	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
3	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
4	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
5	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
6	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							
7	12285097	F	Supplier to fab complete to print per Drawing No. 12285097 Rev. F.	EA	*	*	*
QC Codes: 3							

*Confidential Treatment Requested

Accepted By
Vendor:

Authorized By
Optex:

Optex

Date:

Date:

21-Jul-2009

Order Sub Total:

Tax:

Order Total:

* \$0.00

* \$6,760.00

Optex Systems

1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Attention:**Tootie Hardman****TSP Inc**

2009 Glenn Parkway
Batavia, OH 45103
Phone: 513-732-8900
Fax: 513-732-6988

TSP Inc:

Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

Purchase Order: 9B16014

Page 1 of 2

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

FOB:**ORIGIN****Order Date:****6/3/2009****Due Date:****8/7/2009****Ship Via:****United Parcel Servio****Terms:****Net 30 Days****Prime Contract #:****W56HZV-07-D-M112****DMS Rating:****Buyer:****Peeples, Ronald E.****Notes**

All terms and conditions of original PO apply

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

TSP Inc:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B16014

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer heronof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

A9

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	LS1027712	A	Window, Lower	EA	*	*	*
Supplier to fab complete to print with NOR GDV1931							
QC Codes: 3							
2	LS1027712	A	Window, Lower	EA	*	*	*
Supplier to fab complete to print with NOR GDV1931							
QC Codes: 3							
				SO No:	3008/550400		
				Due Date	8/7/2009		
				SO No:	3008/550400		
				Due Date	11/6/2009		

*Confidential Treatment Requested

Accepted By Vendor:	Authorized By	Order Sub Total:
		* \$0.00
Date:	Optext:	Tax:
	6-24-9	Order Total:
		* \$916.50

Optex Systems1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722

Fax: 972.234.3544

Attention:**Tootie Hardiman****TSP Inc**2009 Glenn Parkway
Batavia, OH 45103
Phone: 513-732-8900
Fax: 513-732-6988**Notes****TSP Inc:****Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544****Purchase Order: 9B16802**

Page 1 of 3

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

FOB: ORIGIN
Order Date: 10/12/2009
Due Date: 11/9/2009
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #: W56HZV-06-G-0006
DMS Rating: DOA4
Buyer: Peeples, Ronald E.

OSI-10087 TERMS AND CONDITIONS APPLY

*Optex Systems is an equal opportunity employer***Continued over .../**

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

TSP Inc:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B16802

Page 2 of 3

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents.
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions, any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Ext'd Price
1	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 11/9/2009 SO No: 2077-1/550400							
2	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 12/14/2009 SO No: 2077-1/550400							
3	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 1/11/2010 SO No: 2077-1/550400							
4	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 2/15/2010 SO No: 2077-1/550400							
5	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 3/15/2010 SO No: 2077-1/550400							
6	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 4/19/2010 SO No: 2077-1/550400							
7	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 5/17/2010 SO No: 2077-1/550400							
8	12285078-2	G	Window (Short Driver)	EA	7	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 6/21/2010 SO No: 2077-1/550400							

Optex Systems is an equal opportunity employer

*Confidential Treatment Requested

Continued over ...

Optex Systems

1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

TSP Inc:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B16802

Page 3 of 3

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents.
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these Instructions, any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
9	12285078-2	G	Window (Short Driver)	EA	*	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 7/19/2010 SO No: 2077-1/550400							
10	12285078-2	G	Window (Short Driver)	EA	*	*	*
Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.							
QC Codes: 3 Due Date 8/23/2010 SO No: 2077-1/550400							

*Confidential Treatment Requested

Accepted By
Vendor:Authorized By
Optex:

Date:

Date:

14-Oct-2009

Order Sub Total: *

Tax:

\$0.00

Order Total: *

\$4,370.00

BI

SWS – Trimac Inc.

B-1
B-3 QTY
B-3 UNIT PRICE
B-3 EXT. PRICE
B-3 QTY
B-3 UNIT PRICE
B-3 EXT. PRICE
B-3 SUB TOTAL
B-5 QTY
B-5 UNIT PRICE
B-5 EXT. PRICE
B-5 QTY
B-5 UNIT PRICE
B-5 EXT. PRICE
B-5 SUB TOTAL
B-7 QTY
B-7 UNIT PRICE
B-7 EXT. PRICE
B-7 QTY
B-7 UNIT PRICE
B-7 EXT. PRICE
B-7 SUB TOTAL

Optex Systems
1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

SWS-Trimac Inc:

Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

Purchase Order: 9B16887

Page 1 of 2

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents.
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention:

SWS-Trimac Inc
5225 Davis Road
Saginaw, MI 48604
Phone: 989-791-4595
Fax: 989-791-1339

Notes

Please note CERTS and provide.
Parts to arrive on or before 11-6-09
2086- 1 W56HZV-06-G-0006 DOA4

Order Date: 11/2/2009
Due Date: See Below
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #: W56HZV-06-G-0006
DMS Rating: DOA4
Buyer: Ojeda, Elizabeth A.

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

03

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

SWS-Trimac Inc.

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B16887

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Picking sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Ext'd Price
7	12437254-2	D	Welding	EA	*	*	*
Job 2086-1-NOV-FEB Asm 0 Se				SO No:	2086-1/550400		
QC Codes: 7				Set Up	EA	*	*
8 0006B				Due Date	11/17/2009		
				SO No:	550500		

*Confidential Treatment Requested

Accepted By
Vendor:

Authorized By
Optex:

Jimmy Bays
11/17/09

Date:

Order Sub Total:

Tax:

Order Total:

* \$0.00
* \$759.00

84

Optex Systems

1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Purchase Order: 9B16801

SWS-Trimac Inc:

Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

SWS-Trimac Inc
5225 Davis Road
Saginaw, MI 48604
Phone: 989-791-4595
Fax: 989-791-1339

Attention:

Order Date: 10/9/2009
Due Date: 10/30/2009
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #:
DMS Rating:
Buyer: Ojeda, Elizabeth A.

Notes

Please note Certs and provide
3025
Parts to arrive 10/15/09

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

SWS-Trimac Inc:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B16801

Page 2 of 2
65

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Ext Price
1	12548820K1	A	Welding	EA	*	*	*
QC Codes: 7							
2	0006B		Set Up	EA	*	*	*
E-B Weld Set up							
Job 3025-12549839K1 Asm 4 5							
Due Date 10/30/2009							
SO No: 3025/550400							
Due Date 10/30/2009							
SO No: 3025/550500							

*Confidential Treatment Requested

Accepted By
Vendor:

Authorized By
Optex:

Date:

Date:

Shawna Ross
10-12-09

Order Sub Total: *

Tax:

Order Total: *

\$0.00

\$790.00

Optex Systems
1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Attention:

SWS-Trimac Inc
5225 Davis Road
Saginaw, MI 48604
Phone: 989-791-4595
Fax: 989-791-1339

Notes

Please note CERTS and provide.
Parts to arrive on or before 10/23/09
2086- 1 W56HZV-06-G-0006 DOA4
Please expedite

SWS-Trimac Inc:

**Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544**

Purchase Order: 9B16834

Page 1 of 2

BLE

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Order Date: 10/20/2009
Due Date: See Below
Ship Via: United Parcel Servio
Terms: Net 30 Days
Prime Contract #: W56HZV-06-G-0006
DMS Rating: DOA4
Buyer: Ojeda, Elizabeth A.

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems
 1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

SWS-Trimac Inc:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B16834

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
7	12437254-2	D	Welding	EA	✕	✕	✕
EB WELD UNIT PRICE							
QC Codes: 7							
Job 2086-1-OCT-65 Asm 0 Seq							
Due Date 11/4/2009							
SO No: 2086-1/550400							
8	0006B		Set Up	EA	✕	✕	✕
Due Date 11/4/2009							
SO No: /550500							

*Confidential Treatment Requested

Accepted By Vendor:	Authorized By Optex:	Order Sub Total:
	<i>Anthony Bao</i>	✕ \$0.00
Date:	Date:	Order Total:
	10-21-9	✕ \$990.00

C-I

DANAHER CONTROLS

C-1

C-3 QTY

C-3 UNIT PRICE

C-3 EXT. PRICE

C-3 QTY

C-3 UNIT PRICE

C-3 EXT. PRICE

C-3 QTY

C-3 UNIT PRICE

C-3 EXT. PRICE

C-3 QTY

C-3 UNIT PRICE

C-3 EXT. PRICE

C-4 QTY

C-4 UNIT PRICE

C-4 EXT. PRICE

C-4 QTY

C-4 UNIT PRICE

C-4 EXT. PRICE

C-4 QTY

C-4 UNIT PRICE

C-4 EXT. PRICE

C-4 QTY

C-4 UNIT PRICE

C-4 EXT. PRICE

C-5 QTY

C-5 UNIT PRICE

C-5 EXT. PRICE

C-5 QTY

C-5 UNIT PRICE
C-5 EXT. PRICE
C-5 QTY
C-5 UNIT PRICE
C-5 EXT. PRICE
C-5 QTY
C-5 UNIT PRICE
C-5 EXT. PRICE
C-6 QTY
C-6 UNIT PRICE
C-6 EXT. PRICE
C-6 QTY
C-6 UNIT PRICE
C-6 EXT. PRICE
C-6 QTY
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C-6 QTY
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C-6 QTY
C-6 UNIT PRICE
C-6 EXT. PRICE
C-7 QTY
C-7 UNIT PRICE
C-7 EXT. PRICE
C-7 QTY
C-7 UNIT PRICE
C-7 EXT. PRICE
C-7 QTY
C-7 UNIT PRICE
C-7 EXT. PRICE

C-12 UNIT PRICE
C-12 EXT. PRICE
C-12 QTY
C-12 UNIT PRICE
C-12 EXT. PRICE
C-12 QTY
C-12 UNIT PRICE
C-12 EXT. PRICE
C-12 SUB TOTAL

C-1 SUMMARY PAGE 4

Optex Systems1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722

Fax: 972.234.3544

Attention: Renn Thomas**Danaher Controls**P.O. BOX 91809
1675 Delaney Rd, Gurnee, IL 60031
CHICAGO, IL 60693-1809
Phone: 910-862-2511
Fax: 910-862-5412**Notes****Danaher Controls:****Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544****Purchase Order: 9B15760**

Page 1 of 7

27

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions, any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

FOB: ORIGIN
Order Date: 4/24/2009
Due Date: See Below
Ship Via:
Terms: Prepaid
Prime Contract #: W52H09-05-D-0260/
DMS Rating:
Buyer: VanDeCarr, Charlotte

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over ...

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544



Purchase Order: 9B15760

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							
				Due Date 7/9/2009	SO No: 1795-2/550400		
2	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							
				Due Date 7/23/2009	SO No: 1795-2/550400		
3	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							
				Due Date 9/17/2009	SO No: 1795-2/550400		
4	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							
				Due Date 10/22/2009	SO No: 1795-3/550400		

Optex Systems is an equal opportunity employer

* Confidential Treatment Requested

Continued over ...

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

**Purchase Order: 9B15760**

Page 3 of 7

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
5	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	X	X	X
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							
6	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	X	X	X
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							
7	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	X	X	X
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							
8	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	X	X	X
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							

Optex Systems is an equal opportunity employer

*Confidential Treatment Requested

Continued over .../

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

**Purchase Order: 9B15760**

Page 4 of 7

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
9	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							
10	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18							
11	11741119	D	Counter, Correction	EA	*	*	*
Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							
12	11741119	D	Counter, Correction	EA	*	*	*
Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List							
Pricing includes a 25% expedite fee							
QC Codes: 18							

Optex Systems is an equal opportunity employer

*Confidential Treatment Requested

Continued over .../

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

**Purchase Order: 9B15760**

Page 6 of 7

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
17	11741118-1	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Increasing Count							
Danaher P/N 153943-107 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment. Optex will pay prior to shipment based on the pro forma invoice.							
8/14/2009 - Danaher may ship the final shipment of X sets on 31-Dec if shipment is made on Net 30 terms. QC Codes: 18 SO No: 1795-3/550400							
18	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment. Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 18 SO No: 1795-3/550400							
19	11741118-2	B	Counter, Rotating, Fixed Mounting (6400 Mil)	EA	*	*	*
Supplier to fab complete to print. Decreasing Count							
Danaher P/N 153933-101 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment. Optex will pay prior to shipment based on the pro forma invoice.							
8/14/2009 - Danaher may ship the final shipment of X sets on 31-Dec if shipment is made on Net 30 terms. QC Codes: 18 SO No: 1795-3/550400							

Optex Systems is an equal opportunity employer

*Confidential Treatment Requested

Continued over .../

Optex Systems

1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

**Purchase Order: 9B15760****Instructions to seller:**

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
20	11741119	D	Counter, Correction	EA	*	*	*
Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
QC Codes: 1B Due Date 12/17/2009 SO No: 1795-3/550400							
21	11741119	D	Counter, Correction	EA	*	*	*
Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List							
8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment.							
Optex will pay prior to shipment based on the pro forma invoice.							
8/14/2009 - Danaher may ship the final shipment of 70 sets on 31-Dec if shipment is made on Net 30 terms.							
QC Codes: 1B Due Date 1/14/2010 SO No: 1795-3/550400							

*Confidential Treatment Requested

Accepted By
 Vendor:

Authorized By
 Optex:

Date:

Date:

Order Sub Total:

Tax:

Order Total:

\$0.00

\$964,040.00

Optex Systems1420 Presidential
Richardson, TX 75081Phone: 972.644.0722
Fax: 972.234.3544**Danaher Controls:****Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544****Purchase Order: 9B16048**

Page 1 of 2

Instructions to seller:

1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents.
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention: Renn Thomas**Danaher Controls**P.O. BOX 91809
1675 Delaney Rd, Gurnee, IL 60031
CHICAGO, IL 60693-1809
Phone: 910-862-2511
Fax: 910-862-5412**Notes****FOB:****ORIGIN****Order Date:****6/9/2009****Due Date:****See Below****Ship Via:****Terms:****Prepaid****Prime Contract #:****W52H09-05-D-0248/****DMS Rating:****D0-A5****Buyer:****VanDeCarr, Charlotte**

All terms and conditions of original PO apply

Optex Systems is an equal opportunity employer

Continued over ...

Optex Systems

1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B16048

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 9/15/2009 SO No: 1792-3/550400							
2	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 11/30/2009 SO No: 1792-3/550400							
3	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 1/29/2010 SO No: 1792-3/550400							
4	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 3/31/2010 SO No: 1792-4/550400							
5	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 5/31/2010 SO No: 1792-4/550400							
6	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 7/30/2010 SO No: 1792-4/550400							
7	8261839	J	Counter (Non Reset Direct Drive)	EA	*	*	*
Supplier to fab complete to print. Danaher P/N 726824-006 in accordance with Counter Assembly Check List.							
QC Codes: 8 Due Date 9/30/2010 SO No: 1792-4/550400							

*Confidential Treatment Requested

Accepted By
Vendor:Authorized By
Optex:

Date:

Order Sub Total:

Tax:

Order Total:

\$0.00

\$72,210.00

[Signature]
 18-Jan-2009

Optex Systems

1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Attention:**Danaher Controls**

P.O. BOX 91809
1675 Delaney Rd, Gurnee, IL 60031
CHICAGO, IL 60693-1809
Phone: 910-862-2511
Fax: 910-862-5412

Notes

RMA # 123718
DMR'S 10451,10449,10452,10453,10454,10405
10404

All terms and conditions of original PO apply

Purchase Order: 9D16215

Page 1 of 2

Danaher Controls:

Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Order Date: 7/2/2009**Due Date:** See Below**Ship Via:****Terms:****Prime Contract #:****DMS Rating:****Buyer:** Box, Gary

Optex Systems is an equal opportunity employer

Continued over .../

C *rex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Danaher Controls:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9D16215

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

12

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Ext'd Price
1	11741118-1	B	Fixed Mounting (6400 MIL) Increasing Count Danaher P/N 153943-107 DMR#10451	EA	*	*	*
Due Date 7/13/2009				SO No: 1795/550400			
2	11741118-2	B	Fixed Mounting (6400 MIL) Decreasing Count Danaher P/N 153933-101 RMA # 123718 DMR #10453, 10454, 10404	EA	*	*	*
Due Date 7/13/2009				SO No: 1795/550400			
3	11741119	D	w/NOR H04A2084 & Contract C Requirements-Rev A Danaher P/N 176322-104 RMA #123718 DMR's #10449, 10452	EA	*	*	*
Due Date 7/13/2009				SO No: 1795/550400			

*Confidential Treatment Requested

Accepted By	Authorized By	Order Sub Total:	*
Vendor:	Optex:	Tax:	\$0.00
Date:	Date:	Order Total:	\$6,278.00

D-1

SPARTECH POLYCAST

D-1 SUMMARY PAGE 1

D-1
D-3 QTY
D-3 UNIT PRICE
D-3 EXT. PRICE
D-3 QTY
D-3 UNIT PRICE
D-3 EXT. PRICE
D-3 QTY
D-3 UNIT PRICE
D-3 EXT. PRICE
D-3 QTY
D-3 UNIT PRICE
D-3 EXT. PRICE
D-3 SUB TOTAL
D-5 QTY
D-5 UNIT PRICE
D-5 EXT. PRICE
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D-5 EXT. PRICE
D-5 QTY
D-5 UNIT PRICE
D-5 SUB TOTAL
D-7 QTY
D-7 UNIT PRICE
D-7 EXT. PRICE
D-7 QTY
D-7 UNIT PRICE
D-7 EXT. PRICE
D-7 QTY
D-7 UNIT PRICE
D-7 EXT. PRICE
D-7 QTY
D-7 UNIT PRICE
D-7 EXT. PRICE
D-7 SUB TOTAL
D-9 QTY
D-9 UNIT PRICE
D-9 EXT. PRICE
D-9 QTY
D-9 UNIT PRICE
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D-9 QTY
D-9 UNIT PRICE
D-9 EXT. PRICE
D-9 QTY
D-9 UNIT PRICE
D-9 EXT. PRICE
D-9 SUB TOTAL

D-1 SUMMARY PAGE 3

Purchase Order: 9B15674

Optex Systems
 1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order
 to: Purchasing Dept. 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention: Doug Rogers

Spartech Polycast
 2975 Collections Center Drive
 Chicago, IL 60693
 Phone: 800-243-9002
 Fax: 203-323-2925

Notes 1528-30/DAAE20-03-D-0052/DO-A5
 1994/NONE/DO-A3

FOB: ORIGIN
Order Date: 4/13/2009
Due Date: See Below
Ship Via: Truckline
Terms: Net 45
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peeples, Ronald E.

All terms and conditions of original PO apply

Optex Systems is an equal opportunity employer

Continued over .../

C ptex Systems
 1- 20 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B15674

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Picking sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

D B

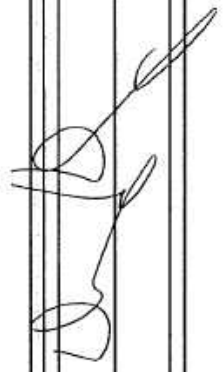
Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	12285096U	G	Body, Cut Blank (Short Commander Top) Due Date 5/8/2009	EA	*	*	*
QC Codes: 2			SO No: 1528-30/550400				
2	12285096U	G	Body, Cut Blank (Short Commander Top) Due Date 6/12/2009	EA	*	*	*
QC Codes: 2			SO No: 1528-30/550400				
3	12285096U	G	Body, Cut Blank (Short Commander Top) Due Date 7/31/2009	EA	*	*	*
QC Codes: 2			SO No: 1994/550400				
4	12285096U	G	Body, Cut Blank (Short Commander Top) Due Date 8/21/2009	EA	*	*	*
QC Codes: 2			SO No: 1994/550400				

*Confidential Treatment Requested

Accepted By _____
 Vendor: _____
 Date: _____

Authorized By _____
 Optex: _____
 Date: _____

Order Sub Total: *
 Tax: \$0.00
 Order Total: \$35,700.00



Optex Systems

1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Attention: Doug Rogers

Spartech Polycast

2975 Collections Center Drive
Chicago, IL 60693
Phone: 800-243-9002
Fax: 203-323-2925

Notes

1528-39/DAAE20-03-D-0052/DO-A5
1528-41/DAAE20-03-D-0052/DX-A5
1528-30/DAAE20-03-D-0052/DO-A5
1994/NONE/DO-A3



OSI-10087 TERMS AND CONDITIONS APPLY

Purchase Order: 9B15773

Spartech Polycast:
Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer herof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Order Date: 4/28/2009
Due Date: 5/8/2009
Ship Via: Truckline
Terms: Net 45
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peeples, Ronald E.

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems

1420 Presidential
 Richardson, TX 75081
 Phone: 972.644.0722
 Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order to
 Purchasing Dept. 972.234.3544

Purchase Order: 9B15773

Page 2 of 2

Instructions to seller:
 1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents.
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	12285099U	J	Body, Cut Blank (Commander Bottom) Due Date 7/20/2009 SO No: 1528-30/550400	EA	*	*	*
QC Codes: 2							
2	12285099U	J	Body, Cut Blank (Commander Bottom) Due Date 10/9/2009 SO No: 1994/550400	EA	*	*	*
QC Codes: 2							
3	12285099U	J	Body, Cut Blank (Commander Bottom) Due Date 11/20/2009 SO No: 1528-30/550400	EA	*	*	*
QC Codes: 2							
4	7674952U	D	M17 Periscope Body, Cut Blank Supplier to fab complete to print with Optex ECN No. 342	EA	*	*	*
QC Codes: 2							
5	7674952U	D	M17 Periscope Body, Cut Blank Supplier to fab complete to print with Optex ECN No. 342	EA	*	*	*
QC Codes: 2							
6	7674952U	D	M17 Periscope Body, Cut Blank Supplier to fab complete to print with Optex ECN No. 342	EA	*	*	*
QC Codes: 2							



*Confidential Treatment Requested

Accepted By Vendor:	Authorized By Optex:	Order Sub Total:	*
Date:	Date:	Tax:	\$0.00
		Order Total:	\$109,980.00

Optex Systems1420 Presidential
Richardson, TX 75081Phone: 972.644.0722
Fax: 972.234.3544**Attention:** Doug Rogers**Spartech Polycast**2975 Collections Center Drive
Chicago, IL 60693
Phone: 800-243-9002
Fax: 203-323-2925**Notes** 3016W56HZV-07-D-M112/DO00026
3008W56HZV-07-D-M112/NONE

OSI-10087 TERMS AND CONDITIONS APPLY

Purchase Order: 9B15958

Page 1 of 2

D6

Spartech Polycast:**Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544**

Instructions to seller:
1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents

3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

FOB: ORIGIN
Order Date: 6/3/2009
Due Date: 7/3/2009
Ship Via: Truckline
Terms: Net 30 Days
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peeples, Ronald E.

Optex Systems is an equal opportunity employer

Continued over ...

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B15958

Page 2 of 2

- Instructions to seller:
1. Purchase Order number and Purchase Order Item number must appear on all shipping documents, quality certifications, invoices and packages.
 2. Packing sheets in detail must accompany each container showing complete description of the contents
 3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
 4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	12308260-2U BODY (M40 15 Deg) QC Codes: 2	K	Body (15° Periscope), Cut Blank Due Date 6/15/2009 SO No: 3016/550400	EA	*	*	*
2	LS1027714U Supplier to fab complete to print. QC Codes: 2	A	Body, Acrylic, Cut Blank Due Date 7/22/2009 SO No: 3008/550400	EA	*	*	*
3	LS1027714U Supplier to fab complete to print. QC Codes: 2	A	Body, Acrylic, Cut Blank Due Date 10/20/2009 SO No: 3008/550400	EA	*	*	*
4	LS1027714U Supplier to fab complete to print. QC Codes: 2	A	Body, Acrylic, Cut Blank Due Date 1/11/2010 SO No: 3008/550400	EA	*	*	*

*Confidential Treatment Requested

Accepted By
Vendor:

Authorized By
Optex:

[Signature]

Date:

Date:

4--Jun-2009

Order Sub Total:

*

Tax:

\$0.00

Order Total:

\$28,855.00

Optex Systems

1420 Presidential
Richardson, TX 75081

Phone: 972.644.0722
Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order
to: Purchasing Dept. 972.234.3544

Purchase Order: 9B15992

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Attention:

Spartech Polycast
 2975 Collections Center Drive
 Chicago, IL 60693
 Phone: 800-243-9002
 Fax: 203-323-2925

Notes

1528-41/DAAE20-03-D-0052/DX-A5
 1528-33/DAAE20-03-D-0052/DO-A5
 2077/W56HZV-06-G-0006/DO-A5

Shelf Life and Material Certs required with shipment

This purchase order is EXEMPT from sales and use tax.

FOB: ORIGIN
Order Date: 6/2/2009
Due Date: 6/26/2009
Ship Via: Truckline
Terms: Net 45
Prime Contract #: See Below
DMS Rating: See Below
Buyer: Peoples, Ronald E.

Optex Systems is an equal opportunity employer

Continued over ...

Optex Systems

1420 Presidential
Richardson, TX 75081
Phone: 972.644.0722
Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order to
Purchasing Dept. 972.234.3544

Purchase Order: 9B15992

Page 2 of 2

Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contents
3. All correspondence relative hereto will be addressed to the attention of the signer hereof.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Line	Part ID	Rev	Part Description	U/M	Quantity	Unit Price	Extd Price
1	7633133U	J	M27 Periscope Body, Cut Blank	EA	*	*	*
	QC Codes: 2		Due Date 6/26/2009 SO No: 1528-41/550400				
2	7633133U	J	M27 Periscope Body, Cut Blank	EA	*	*	*
	QC Codes: 2		Due Date 8/7/2009 SO No: 1528-41/550400				
3	7633133U	J	M27 Periscope Body, Cut Blank	EA	*	*	*
	QC Codes: 2		Due Date 9/7/2009 SO No: 1528-41/550400				
4	12285105M	H	Body, (Tail Commanders Top) Milled	EA	*	*	*
	QC Codes: 2		Due Date 7/6/2009 SO No: 1528-33/550400				
5	12285105M	H	Body, (Tail Commanders Top) Milled	EA	*	*	*
	QC Codes: 2		Due Date 9/18/2009 SO No: 1528-33/550400				
6	12285088U	G	Body, Cut Blank (Short Driver)	EA	*	*	*
	QC Codes: 2		Due Date 7/31/2009 SO No: 2077/550400				
7	12285088U	G	Body, Cut Blank (Short Driver)	EA	*	*	*
	QC Codes: 2		Due Date 9/25/2009 SO No: 2077/550400				

* Confidential Treatment Requested

Accepted By
Vendor:

Authorized By
Optex:

Date:

Date:

Order Sub Total:

A \$0.00

Tax:

Order Total:

A \$79,826.00