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 Telephone (972) 644-0472

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to: Jolie G. Kahn, Esq. 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. **b**

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. O

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. o

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. 0

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

Accelerated filer O
Smaller reporting company X

CALCULATION OF REGISTRATION FEE

		Proposed	Proposed	
		Maximum	Maximum	
	Amount to be	Offering Price	Aggregate	Amount of
Title of Each Class of Securities to be Registered	Registered	per unit(1)	Offering Price	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

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 Styker 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

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

Use of proceeds:

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.

Period	<u> </u>	I	Low	
Commencement of Trading through Fourth Quarter 2007	\$	0.50	\$	0.50
Fi + 0 + 2000	Φ.	0.50	Ф	0.50
First Quarter 2008	\$	0.50	\$	0.50
Second Quarter 2008	\$	0.50	\$	0.50
·				
Third Quarter 2008	\$	0.50	\$	0.50
		0.70		0.70
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
Farreth Organian 2000	¢	0.50	Φ	0.17
Fourth Quarter 2009	\$	0.50	Ф	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 measures 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 standalone basis during the 2008 fiscal year are:

Voor Endad

	Septemb	er 28,
Accounting & Auditing Fees	\$ 25	0,000
Legal Fees	6	0,000
Consulting Fees	6	0,000
Workers Comp & General Insurance	7	0,000
Total	\$ 44	0,000

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	\$528,529
Totals:	\$874,529

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	 0.7
gross margin	0.2
General & Administrative	0.1
Operating Income	\$ 0.1
Net Income	\$ 0.1

The table below summarizes our quarterly and 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.

		. 0.1	September 29, 2008 through September 27, 2009 Successor - Otr 1								Predecessor - Fiscal Year 2008										
		edecessor - Qtr 1 (Sept 29, 2008 through Oct 14, 2008)	(Oc	sor - Qtr 1 et 15, 2008 gh Dec 27, 2008)		Qtr 2		Qtr 3		Qtr 4	12 mont September	ths ended 27, 2009		Qtr 1	Qtr	2	Qtr 3		Qtr 4		months ended ember 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 &				0.6		0.5		0.5		0.6		2.2		0.2	0	2	0.1		0.2		0.8
Amortization				0.6	-	0.5	_	0.5	_	0.6		2.2	-	0.3	0.	<u> </u>	0.1	_	0.2		0.8
EBITDA -	ф	(0.1)	ф	1.0	ф	0.4	ф	0.2	ф	0.5	¢.	2.1	Φ.	(0.2)	ф (O	1)	d (0.1)	ф	(1.4)	ф	(2.2)
Non GAAP	3	(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.

	2010					20	11			2013			
Program Backlog (millions)	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:

	Predec	essor	Successo October 15	_	Combined	Predecesso	r	
	Septembe 2008 thr Octobe	ough	200 throug September 27	h	12 mos. ende	d		
		2008	200	_	2009	September 28, 200		Change
Revenue	\$	0.9	\$ 26.	7 \$	27.6	\$ 20.	0 5	5 7.6
Percent increase								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.

	Year ended 9/27/2009	Year mos ended 9/28/2008	
Product Line	(Combined)	(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
Percent increase			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 standalone 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.

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:

Contract Quantities

Customer	Customer PO/Contract	Contract Type	Min Qty	Max Qty	Total Award Value	Progress Billable (1)	Order Period Expiration	Delivery Period
General Dynamics	PCL860000 thru	1 year blanket order						
Land Systems	PCL860005 (Multiple	~ .						
	Prime Contracts)	Contract release						
		which includes						
		ability to in crease						
		or decrease quantity on each release up						
		to 20% from PO						Dec 2007 -
		release quantity.	N/A	N/A	\$ 14,813,100	Yes	Expired	Jan 2011
Tank-automotive	W52H09-05-D-0260	5 Year Firm Fixed						
and Armaments		Price (3)						
Command -								Oct 2007-
ROCK ISLAND			138	2,100	\$ 7,261,716	Yes	30-Jun-2010	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.

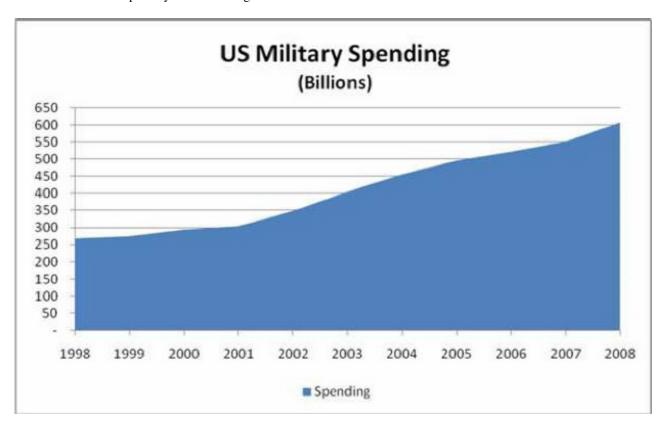
In some cases, we may receive orders subject to subsequent price negotiation on contracts exceeding the \$650,000 federal government simplified acquisition threshold. These "undefinitized" contracts are considered firm contracts, but as Cost Accounting Standards Board covered contracts, they are subject 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

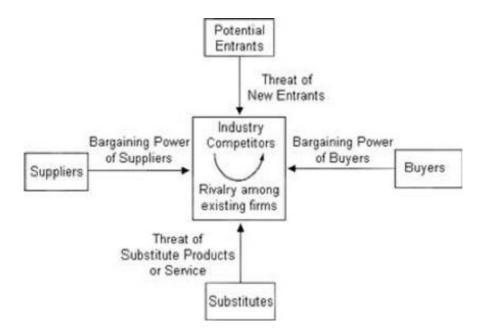
Optex Systems Holdings' products are currently sold exclusively to military and related government markets. We believe there may be opportunities to commercialize various products we presently manufacture to address other markets. Our initial focus will be directed in three product areas.

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

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:

Name	Product Line
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:

Name	Age	Position
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 Datascension 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 cofounded 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 MatrixTM 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 vards (\$)	All Other mpensation (\$)	Total (\$)
Stan Hirschman, President (7)	2009(5)	-		-	-	-	25,000	25,000
Danny Schoening, Chief								
Operating Officer (7)	2009	\$ 182,932	\$ 11,00	0 \$	-	\$ 10,588	\$	\$ 204,520
	2008(1,2)	122,646	10,30	0	7,500	_	-	140,446
Karen Hawkins, VP Finance /								
Controller (7)	2009	133,647	7,27	1	-	5,516	-	146,434
	2008	132,473	30	0	-	-	-	132,773
	2007(1)	56,900	30	0	-	-	-	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 reverser 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

<u>Name</u>	Grant Date		Equity Exercise or Base Price of Option Awards (\$/Sh)	Stock and
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 grand 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

		Option Awards								
	Non-Plan		Equity Incentive	Plan Awards						
	Number of sh	Number of shares underlying unexercised options								
Name	# Exercisable	# Unexercisable	Unearned	Exercise Price	Expiration Date	Footnotes				
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.

			Fees			Non-Equity	Nonqualified			
		E	arned or	Stock	Option	Incentive Plan	Deferred	All Other		
		Pai	d in Cash	Awards	Awards	Compensation	Compensation	Compensation		
Name	_,		(\$)	(\$)	(\$)	(\$)	Earnings (\$)	(\$)		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.

Title of Class	Name of Beneficial Owner	Number of Shares	Preferred Conversion (4)	Combined Ownership	Percentage of Outstanding Shares
5% Holders	Arland Holdings, Ltd. (1) Sileas Corporation (2,3)	11,148,935 102,184,347	37,040,000	11,148,935 139,224,347	5.89% 73.52%
Directors and					
Officers:	Stanley Hirschman (2) Danny Schoening (5) Karen Hawkins Ronald Richards Merrick Okamoto Andrey Oks (6)	102,184,347 102,184,347 - -	37,040,000 37,040,000 - -	139,224,347 139,224,347 - -	73.52% 73.52% -% -
	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.
- 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.
- 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.
- 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.
- 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	8,131,667
Total Shares after reorganization	138,914,940
Cancellation of shares - American Capital Ventures	(700,000)
Private placement - June 29, 2009	750,000
Issuance of shares as consideration - ZA Consulting	480,000
Shares Outstanding on September 27, 2009	139,444,940

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
			0.60.504.(600.000.1		
			869,504 (600,000 shares of		
(1)	Albert & Diane Gragnani	1,200,000	common stock and 269,504 shares underlying warrants)	330,496	0.17%
(1)	Albert & Diane Gragitani	1,200,000	434,751(300,000 shares of	330,470	0.17/0
			common stock and 134,751		
(2)	Curio Holdings	600,000	shares underlying warrants)	165,249	0.09%
			217,377 (150,000 shares of		
			common stock and 67,377		
(3)	Daniel McDonald	300,000	shares underlying warrants)	82,623	0.04%
			1,086,878 (750,000 shares of		
(4)	F: 0 1	1 500 000	common stock and 336,878	412 122	0.224
(4)	Eric Samuelson	1,500,000	shares underlying warrants) 434,751 (300,000 shares of	413,122	0.22%
			common stock and 134,751		
(5)	George Gummow	600,000	shares underlying warrants)	165,249	0.09%
(3)	George Guillillow	000,000	328,479(226,667 shares of	103,247	0.0770
			common stock and 101,812		
(6)	Gerald Berkson	453,334	shares underlying warrants)	124,855	0.07%
			434,751 (300,000 shares of		
			common stock and 134,751		
(7)	Gerald Holland	600,000	shares underlying warrants)	165,249	0.09%
			217,376 (150,000 shares of		
(0)	T 1 1 0 00 00	200.000	common stock and 67,376	00.604	0.04%
(8)	Kenneth and Irene Chaffin	300,000	shares underlying warrants)	82,624	0.04%
			260,851 (180,000 shares of common stock and 80,851		
(9)	Lee Stambollis	360,000	shares underlying warrants)	99,149	0.05%
(2)	Lee Stanioonis	300,000	1,412,942 (975,000 shares of	99,149	0.03 /0
(10)			common stock and 437,942		
	Longview Fund, LP	1,950,000	shares underlying warrants)	537,058	0.28%
			434,751 (300,000 shares of		
			common stock and 134,751		
(11)	Michael Peter Lee	600,000	shares underlying warrants)	165,249	0.09%
			434,751 (300,000 shares of		
(10)	D.L. (E.K.	(00,000	common stock and 134,751	165.240	0.00%
(12)	Robert E. Kraemer	600,000	shares underlying warrants) 434,751 (300,000 shares of	165,249	0.09%
			common stock and 134,751		
(13)	Somasundaram Ilangovan	600,000	shares underlying warrants)	165,249	0.09%
(13)	Johnasandaram Hangovan	000,000	1,304,254 (900,000 shares of	103,247	0.0770
			common stock and 404,254		
(14)	Victor M. Dandridge III	1,800,000	shares underlying warrants)	495,746	0.26%
			2,608,508 (1,800,000 shares		
			of common stock and 808,508		
(15)	George Warburton	3,600,000	shares underlying warrants)	991,492	0.52%
			434,751 (300,000 shares of		
(16)	D. M. W.I	(00,000	common stock and 134,751	165.240	0.00%
(16)	Dr. Marc Medway	600,000	shares underlying warrants)	165,249	0.09%
			434,751 (300,000 shares of common stock and 134,751		
(17)	Michael R. Ruffer	600,000	shares underlying warrants)	165,249	0.09%
(17)		300,000	11,784,177 (8131,667 shares	103,249	0.0770
			of common stock and		
			3,652,510 shares underlying		
		16,263,334	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.
- 300,000 common shares outstanding and 300,000 warrants exercisable within 60 days of May 19, 2009 The address for (2) 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
- (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-thecounter 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		redecessor
	Septe	September 27, 2009		ember 28, 2008
ASSETS				
Current Assets	A	04.5.000	Φ.	450 400
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
Town Troporty and Equipment	Ψ	210,748	Ψ	317,507
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

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

		Successor	I	Predecessor
	September 27, 2009			ember 28, 2008
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 Guel Elabilities	Ψ		Ψ	0,030,277
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	Ψ	137,443		
series A preferred issued and outstanding)		1		
Optex Systems, Inc. – Texas Common Stock (no par 100,000 authorized, 18,870		1		
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
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Optex Systems Holdings, Inc. (formerly known as Sustut Exploration, Inc.) Consolidated Statements of Operations

		Successor	Predecessor		Predecessor	
		the period October 15, 2008 through eptember 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		-		1 506 416
Asset Impairment of Goodwill		- 202.126		16155		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
	Φ.	(25.4.1.50)	Φ.	CE 222	Ф	(4.052.40.6)
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

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

	Successor		P	Predecessor		Predecessor	
	For the period October 15, 2008 through September 27, 2009		For the period September 29, 2008 through October 14, 2008		Se	Year ended eptember 28, 2008	
Cash flows from operating activities:							
Net Income (Loss)	\$	(89,487)	\$	65,332	\$	(4,831,952)	
A director outs to recognite motion on a (loss) to mot cook (recol							
Adjustments to reconcile net income (loss) to net cash (used							
in) provided by operating activities:		2 161 496		0.601		760 001	
Depreciation and amortization		2,161,486		9,691		760,801	
Provision for (use of) allowance for inventory valuation Noncash interest expense		(146,266) 159,780		27,363 9,500		(102,579) 200,000	
(Gain) loss on disposal and impairment of assets		139,780		9,500		1,586,416	
Stock Option Compensation Expense		39,528				1,500,410	
(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	
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Net cash (used in) provided by financing activities	\$	817,264	\$	(20,000)	\$	373,974	
Not in a second decrease in each of the decrease in the	¢.	015 200	¢.	02.200	Ф	(224.570)	
Net increase (decrease) in cash and cash equivalents	\$	915,298	\$	83,398	\$	(334,570)	
Cash and cash equivalents at beginning of period	Φ.	017.000	ф	170,183	ф	504,753	
Cash and cash equivalents at end of period	\$	915,298	\$	253,581	\$	170,183	

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

	For the	period October 5, 2008 through tember 27, 2009	Predecessor For the period September 29, 2008 through October 14, 2008	Predecessor 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				
Additional 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	-	-

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

	Common Shares Outstanding	Series A Preferred Shares	Common Stock	Preferred Series A Stock		easury Stock optex Texas	Additional Paid in Capital	Retained Earnings	Total Stockholders Equity
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	10,000		<u>\$ 164,834</u>	<u> </u>	\$	(1,217,400)	<u>\$15,246,282</u>	<u>\$(5,845,368)</u>	\$ 8,348,348
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	_	_				_	_	(89,487)	(89,487)
Balance at September 27, 2009	139,444,940	1,027	\$ 139,445	<u>\$ 1</u>	\$		\$16,643,388	<u>\$ (275,733)</u>	\$ 16,507,101

The accompanying notes are an integral part of these financial statements

 $(1) After \ giving \ affect \ to \ the \ equivalent \ number \ of \ shares \ is sued \ to \ existing \ Optex \ shareholders \ due \ to \ the \ reorganization.$

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	P	redecessor
		As of		As of
	Septe	ember 27, 2009	Septemb	er 28, 2008
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 is 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 derecognition, 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 Reorganization Ended March 29, 2009 (1)		nuarter Reorganization March 29, Adjustments		Private Placement djustments	audited Quarter nded March 29, 2009
Assets						
Current Assets	\$ 8,880,436	\$	187,500	\$	929,738	\$ 9,997,674
Non current Assets	10,422,425		<u>-</u>		-	10,422,425
Total Assets	\$ 19,302,861	\$	187,500	\$	929,738	\$ 20,420,099
Liabilities						
Loans Payable	146,709				(146,250)	459
Other Current Liabilities	 4,416,403				55,209	4,471,612
Total Liabilities	\$ 4,563,112	\$	-	\$	(91,041)	\$ 4,472,071
Equity						
Optex Systems Holdings, Inc. – (par \$0.001per 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 \$0.001per 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	 (420,031)					(420,031)
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

Unaudited

(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)		
Weighted Average Shares Outstanding	139,045,625		138,914,940		

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:

	Estimated Useful Life	Sant	Successor Year Ended tember 27, 2009	Sont	Predecessor Year Ended ember 28, 2008
Property and Equipment	Estimated Oseith Life	Sepi	ember 27, 2009	Sept	ember 28, 2008
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		Y	redecessor ear Ended mber 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:

	0	perating 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:

	ear- Ended otember 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 in 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 Qioptiq 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		343,898
Total assets	\$	18,822,013
Liabilities:		
Current liabilities, consisting of accounts payable of \$1,953,833 and accrued liabilities of \$1,868,180		3,822,013
	1	
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:

	1 otai
Contracted Backlog - Existing Orders	\$ 2,763,567
Program Backlog - Forecasted Indefinite Delivery/Indefinite Quantity awards	1,273,222
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	 254,645	 254,645	254,645	254,645
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		11,705,400
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		9,271,919
Purchase price		
Total consideration to seller	\$19,865,400	
Direct acquisition costs	1,040,000	
		20,905,400
Excess purchase price reported as goodwill		\$11,633,481

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:

	Useful Life in	Acquired
	Years	Fair Value
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:

	Annual
Year	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	85,000,000

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

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:

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

	2009
S. 1.0 .:	ф. 12.440.
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	\$711,177
Valuation allowance	
Net deferred asset (liability)	\$711,177

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	Description
No.	
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	Since 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:

Signature	Title	Date
/s/ Stanley A. Hirschman Stanley A. Hirschman	Principal Executive Officer and Director	January, 2010
/s/ Karen Hawkins Karen Hawkins	Principal Financial Officer and Principal Accounting Officer	January, 2010
/s/ Ronald F. Richards Ronald F. Richards	Director	January, 2010
/s/ Merrick Okamoto Merrick Okamoto	Director	January, 2010
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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 if pertains to our firm.

/s/ Rotenberg & Co., llp

Rochester, New York January 11, 2010

TACOM Contract #W52H0905-D-0248

EXHIBIT 10.6

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

CONTRACT 05D0248 SUMMARY PAGE 1

TACOM Contract #W52H0905-D-0248

- A-27 QTY
- A-27 UNIT PRICE
- A-28 DEL QTY
- A-28 QTY
- A-28 UNIT PRICE
- A-29 DEL QTY
- A-30 OBLIGATED AMT
- A-30 OBLIGATED AMT
- A-30 OBLIGATED AMT
- A-30 OBLIGATED AMT

CONTRACT 05D0248 SUMMARY PAGE 2

TACOM Contract #W52H0905-D-0248

- A-32 PO AMT
- A-32 PROGRESS PAYMENT AMT
- A-34 INCREASED UNIT PRICE
- A-34 INCREASE IN DEL ORDER AMT
- A-35 QTY
- A-35 DEL QTY
- A-35 QTY
- A-35 UNIT PRICE
- A-35 DEL QTY
- A-36 DEL QTY

CONTRACT 05D0248 SUMMARY PAGE 3

- A-36 QTY
- A-36 UNIT PRICE
- A-36 DEL QTY
- A-37 DEL QTY
- A-38 PRIOR AMT
- A-38 INCREASE/DECREASE AMT
- A-38 CUMULATIVE AMT
- A-38 PRIOR AMT
- A-38 INCREASE/DECREASE AMT
- 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
- A-41 QTY
- A-41 UNIT PRICE
- A-41 AMT

- A-42 DEL QTY
- A-42 QTY
- A-42 UNIT PRICE
- A-42 AMT
- A-43 DEL QTY
- A-49 QTY
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A-49 DEL QTY

A-50 QTY

A-50 UNIT PRICE

A-50 DEL QTY

A-53 UNIT PRICE

A-53 TOTAL UNIT PRICE

A-53 UNIT PRICE

A-53 ADDITIONAL UNIT PRICE PER UNIT

A-53 UNIT PRICE

A-53 QTY

A-54 QTY

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CONTINUATION SHEET	Reference No. of Document Be	ing Continued	Page 2 of 5
CONTINUATION SHEET	PHN/SHN W52H09-05-D-0248	MOD/AMD	

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, INDEPINITE DELIVERY/INDEPINITE QUANTITY (IDIQ) CONTRACT (SEE FAR 16.504) FOR THE FOLLOWING ITEM:

CLIN 0001, M167A1 MOUNT TELESCOPE, NSN: 1240-01-483-5324, P/N: 12984689

- 2. THIS CONTRACT CONTAINS A REQUIREMENT FOR FIRST ARTICLE TESTING (SEE CLAUSES ES6016 AND 1F7116).
- 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 CTY WITH FAT

CLIN 0001AD - PRODUCTION GTY 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 18, 2005.
- 6. ALL DELIVERIES ARE TO BE FOB DESTINATION. EACH DELIVERY ORDER WILL PROVIDE THE SHIPPING DESTINATION(S). EACH DELIVERY ORDER WILL REPLECT 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 ***

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0248 MOD/AMD

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	DATA ITEM	1	ro	s** NSP **	5** NSP **
	NOUN: FIRST ARTICLE TEST REPORT				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 \$\frac{1}{2}\$ 0300				
	POB POINT: Destination				
	SHIP TO: (255555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630				
0001AB	PRODUCTION QUANT W/ FAT		EA	\$** N/A **	
	NOUN: M167A1 TELESCOPE MOUNT				
	Description/Specs./Work Statement TOP DRAWING NR: 12984689				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOR POINT: Destination				1
	SHIP TO: FREIGHT ADDRESS (W52HlC) XU WORE USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000				
			**	onfidential Tre	eatment Requeste

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0248 MOD/AMD

Page 4 of 5

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MARK FOR: ATTN: DAVE HERRERA				
002	DATA ITEM			\$** NSP **	s ** NSP *
	SECURITY CLASS: Unclassified				0
	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		1 8		
	REQUIRED THAT DATA ITEMS BE DELIVERED				
	USING ELECTRONIC MEDIA. REFER TO THE DD FORM 1423 FOR MORE SPECIFIC ELECTRONIC				
	DELIVERY INFORMATION				
	A DD250 IS NOT REQUIRED				
	(End of narrative A001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Destination				

A-5

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-D-0248

MOD/AMD

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

Title	Date	Number of Pages	Transmitted By
CONTRACT DATA REQUIREMENTS LIST	01-MAR-2005	002	
PRICING EVALUATION SHEET		001	
DOCUMENT SUMMARY LIST		001	
STATEMENT OF WORK		001	
ECP H04A2085 NOR 27		001	
	CONTRACT DATA REQUIREMENTS LIST PRICING EVALUATION SHEET DOCUMENT SUMMARY LIST STATEMENT OF WORK	CONTRACT DATA REQUIREMENTS LIST 01-MAR-2005 PRICING EVALUATION SHEET DOCUMENT SUMMARY LIST STATEMENT OF WORK	Title Date of Pages CONTRACT DATA REQUIREMENTS LIST 01-MAR-2005 002 PRICING EVALUATION SHEET 001 DOCUMENT SUMMARY LIST 001 STATEMENT OF WORK 001

AMENDMENT OF SOLICITA	HON/MODIFICATI	OH OF CONTRACT	Firm-Fixed	-Price	Consideration Con Consideration	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase R			(If applicable)	
P00001	2006APR25	SEE SCHEDULE		1		
6. Issued By	Code W52H09	7. Administered By (If oth	er than Item 6)	blanes -	Code	S4402
TACOM-ROCK ISLAND	8/2-1	DCMA DALLAS			12-T	
AMSTA-LC-CFA-C		600 NORTH PEARL ST	REET			
CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630		SUITE 1630 DALLAS TX 75201-28	43			
ROCK ISBAND ID 61293-7630		DALLING IN TORUS AN				
EMAIL: CHRISTINE.CARSONWUS.ARMY.	MIL	SCD A	PAS 84402A	5601APC ADP	РТ нооззэ	
8. Name And Address Of Contractor (No., S	Street, City, County, State and	Zip Code)	9A. Amendme	ent Of Solicitation	on No.	
OPTEX SYSTEMS INC		-	1			
1420 PRESIDENTIAL DR			9B. Dated (Se	e Item 11)		
RICHARDSON, TX 75081-2769						
		X	10A. Modifies	ation Of Centra	ct/Order No.	
			W52H09-05-D	-0249		
TYPE BUSINESS: Other Small Busine	ees Performing in U.S.		10B, Dated (8	ee Item 13)		
Code OBK64 Facility Code			2005JUL27			
	I. THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF	SOLICITATIO	NS		
The above numbered solicitation is am	ended as set forth in item 14.	The hour and date specified	for receipt of O	ffers		
is extended, is not extended						
Offers must acknowledge receipt of this a						
(a) By completing items 8 and 15, and ret	urning coples	of the amendments: (b) By a	knowledging re	eipt of this ame	ndment on each cop	y of th
offer submitted; or (c) By separate letter ACKNOWLEDGMENT TO BE RECEIVED	or telegram which includes a	reference to the solicitation	and amendment	PRIOR TO TH	E HOUR AND DAT	E
SPECIFIED MAY RESULT IN REJECT	CION OF YOUR OFFER. If	by virtue of this amendment	vou desire to chi	inge an offer alt	eady submitted, suc	h
change may be made by telegram or lette	r, provided each telegram or	letter makes reference to the	solicitation and	this amendment	t, and is received pri	or to t
opening hour and date specified.						
 Accounting And Appropriation Data (If MC CHANGE TO OBLIGATION DATA 	required)					
NO CHANGE TO OBLIGATION DATA						
KIND MOD CODE: 5	HIS ITEM ONLY APPLIES T	O MODIFICATIONS OF C		RDERS		
A. This Change Order is Issued Purs	THE REPORT OF EACH PLANT	ict/Order 140. As Described		hanges Set Fort	th In Item 14 Are M	ade In
The Contract/Order No. In Item	10A.					
B. The Above Numbered Contract/O Set Forth In Item 14, Pursuant T			(such as changes	In paying office	e, appropriation dat	ı, etc.)
C. This Supplemental Agreement Is	Entered Into Pursuant To Au	thority Of:				
D. Other (Specify type of modification	on and authority)					
The second control of	30 20 30 20 20 20 20 20 20 20 20 20 20 20 20 20	191750 to a to				
E. IMPORTANT: Contractor X is a	not, is required to sign	this document and return		copies to the Is		
14. Description Of Amendment/Modification	n (Organized by UCF section	headings, including solicitat	ion/contract sub	ject matter whe	re teasible.)	
SEE SECOND PAGE FOR DESCRIPTION						
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	i					
Contract Expiration Date: 2010JUN30		renced in item 9A or 10A. us	heretofore chan	ged, remains ur	schanged and in full	force
Contract Expiration Date: 2010JUN30 Except as provided herein, all terms and co-	nditions of the document refe			SV 181	H	force
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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248

MOD/AMD P00001

age 2 of 3

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 sam 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 Pinish 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 MARRATIVE A 004 ***

A8

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 3 of 3

PHN/SHN W52H09-05-D-0248 MOD/AMD P00001

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION 1 - CONTRACT CLAUSES

Status Regulatory Cite Title Date
1-1 ADDED 52.232-23 ASSIGNMENT OF CLAIMS

Reference No. of Document Being Continued
MOD/AMD P00001

Date
JAN/1986

AMENDMENT OF SOL	ICITATION	N/MODIFICATI	ON OF CONT	RACT	1. Contract		Page 1 Of3
2. Amendment/Modification No.	3.	Effective Date	4. Requisition/Pur	chase Req		-	No. (If applicable)
P00002		2006JUL26	SEE SCI	REDULE			
6. Issued By		Code W52H09	7. Administered B		than Item 6)		Code S44023
TACOM-ROCK ISLAND			DCMA DALLAS		Y9965CHC0005576		\$1950/03 <u>1.200.0000</u>
AMSTA-LC-CFA-C			600 NORTH P	EARL STRE	ET		
CHRISTINE CARSON (309)78	2-4301		SUITE 1630				
ROCK ISLAND IL 61299-76	30		DALLAS TX 7	5201-2843			
EMAIL: CHRISTINE.CARSON®	US.ARMY.MIL			SCD A	PAS 84402A5	601APC A	DP PT HQ0339
8. Name And Address Of Contrac	ctor (No., Street, C	City, County, State and		TEL	9A. Amendme	nt Of Solicita	ation No.
OPTEX SYSTEMS INC			5.000 to 0000 000 00	$\vdash \sqcup$			
1420 PRESIDENTIAL DR				1 1	an w	** ***	
RICHARDSON, TX 75081-276	9			1 1	9B. Dated (See	: Item 11)	
				[x]	10A. Modifica	tion Of Cont	ract/Order No.
				[1]			
TYPE BUSINESS: Other Sma.	1) Business Per	rforming in U.S.			W52H09-05-D	PARTIES.	
	246 March 2002 1992			- 1	10B. Dated (Se 2005JUL27	ee Item I3)	
Code OBK64 Facili	ty Code					10	
	11, THIS	ITEM ONLY APPLI	ES TO AMENDME	NTS OF SO	DLICITATION	VS	
The above numbered solicita	ition is amended a	as set forth in item 14.	The hour and date:	pecified fo	r receipt of Of	fers	
is extended, is no	extended.						
Offers must acknowledge recei		nent prior to the hour	and date specified in	the solicit	ation or as amo	ended by one	of the following methods:
(a) By completing items 8 and 1	15. and returning	copies	of the amendments:	b) By ackr	owledging rec	cipt of this as	mendment on each copy of th
offer submitted; or (c) By separ	rate letter or teles	gram which includes a	reference to the soli	citation an	d amendment	umbers, FA	ALURE OF YOUR
otter amministered or (e) p3 sebar	E RECEIVED AT	T THE PLACE DESIG	GNATED FOR THE	RECEIPT	OF OFFERS	PRIOR TO	THE HOUR AND DATE
ACKNOWLEDGMENT TO B	N REJECTION O	OF YOUR OFFER. If	by virtue of this ame	ndment yo	u desire to cha	nge an offer	already submitted, such
ACKNOWLEDGMENT TO B SPECIFIED MAY RESULT IN	The second secon	ided each telegram or	letter makes referen	en to the so	licitation and	this amendm	ent, and is received prior to th
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CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 3

PIIN/SIIN W52H09-05-D-0248

MOD/AMD P00002

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 HO5A2036, ECP HO6A2004, ECP HO6A2004, ECP HO6A20048.
- 2) AS A RESULT OF THE INCORPORATION OF THE ABOVE ECPS, THERE IS NO COST IMPACT FOR INCOPORATING ECPS HOSA2036, HO6A2004, OR HO6A5004. HOWEVER THE COST IMPACT FOR INCORPORATING ECP HO6A2046 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

PIIN/SIIN W52H09-05-D-0248 MOD/AMD P00002

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Number

Addenda Title Date of Pages Transmitted By

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

AM	ENDMENT OF SOLICITAT	ION/MODIFICATI	ON OF CONTRACT	1. Contract		Page 1 Of3
2. Am	endment/Modification No.	3. Effective Date	4. Requisition/Purchase Re			No. (If applicable)
	P00003	2006AUG18	SEE SCHEDULE			
. Issu	ied By	Code W52H09	7. Administered By (If oth-	er than Item 6)	A	Code S440:
77	ACOM-ROCK ISLAND	-	DCMA DALLAS			
	MSTA-LC-CFA-C		600 NORTH PEARL ST	REET		
	HRISTINE CARSON (309)762-4301		SUITE 1630	889		
RC	OCK ISLAND IL 61299-7630		DALLAS TX 75201-28	43		
ED	MAIL: CHRISTINE, CARSONWUS, ARMY, MI	L	SCD A	PAS S4402A5	5601APC AE	P PT новззе
. Nar	ne And Address Of Contractor (No., Str	reet, City, County, State and	I Zip Code)	9A. Amendme	ent Of Solicita	tion No.
OF	PTEX SYSTEMS INC			+		
14	120 PRESIDENTIAL DR		1	9B. Dated (See	e Item 11)	
RI	ICHARDSON, TX 75081-2769			Sur Danca (See		
			X	10A, Modifica	tion Of Contr	act/Order No.
				W52H09-05-D	-0248	
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ode	0BK64 Facility Code			2005JUL27	,	
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7	The above numbered solicitation is amen	ided as set forth in item 14.	The hour and date specified	for receipt of O	ffers	
	is extended, is not extended.					
Off	fers must acknowledge receipt of this an	endment prior to the hour	and date specified in the soli	citation or as ame	ended by one	of the following methods:
	By completing items 8 and 15, and retur		of the amendments: (b) By a	knowledging rec	eint of this an	ne ndment on each conv of t
(a)	er submitted; or (c) By separate letter or	rningcopies o	or the amendments: (b) by a	and amendment	numbers FA	ILLIBE OF VOUR
0110	er submitten; or (c) by separate letter of	r telegram which includes a	reference to the solicitation	PT OF OFFERS	PRIOR TO T	THE HOUR AND DATE
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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248

MOD/AMD P00003

Page 2 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION PODDO3 TO W52H09-05-D-0248 IS TO:

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***



AMENDMENT	OF SOLICITAT	ION/MODIFICATI	ON OF COME	MACI	Firm-Fixe	d-Price		
2. Amendment/Modific	cation No.	3. Effective Date	4. Requisition/Purc	hase Req	No.	5. Project	No. (If applicab	le)
P00004		2007JAN25	SEE SCH	EDULE		-		
6. Issued By		Code W52H09	7. Administered By	(If other	than Item 6)		Cod	le S4402
TACOM-ROCK ISLA	ND	(Section 1997)	DCMA DALLAS					
AMSTA-LC-GAWC-B			600 NORTH PE	EARL STR	EET			
CHRISTINE CARSO			SUITE 1630					
ROCK ISLAND IL			DALLAS TX 75	5201-284	3			
	* ************************************	r.						
500	E. CARSON@US. ARMY. MI			SCD A			DP PT HQ0339	
8. Name And Address	Of Contractor (No., Str	reet, City, County, State and	l Zip Code)		9A. Amenda	ent Of Solicit	ation No.	
OPTEX SYSTEMS I	NC							
1420 PRESIDENTI				10	9B. Dated (S	ce Item 11)		
RICHARDSON, TX	75081-2769							
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					W52H09-05-	D-0248	A SECTION AND ADDRESS OF THE PARTY OF THE PA	
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PHN/SHN W52H09-05-D-0248

MOD/AMD P00004

Page 2 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

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

1) IN PREVIOUSLY INCORPORATED ECP HOSA2036 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 themount. Do no 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, H06A6055, H06A6057, H06A6062, H06A6081, H06A6082, H06A6089, H06A7049, H06A7050, H06A7051, H06A7054, H06A7055, H06A7055, H06A7063, H06A7064, H06A7065, H06A7066, H06A7067.
- 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 MARRATIVE A 0007 ***

Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-D-0248

MOD/AMD P00004

Page 3 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of				Number	
Addenda	8 640	Title	Dat	e of Pages	Transmitted By
Attachment 011	RPD HOGAGOSO				
Attachment 012	RFD H06A6056				
Attachment 013	RFD HOGAGOS7				
Attachment 014	RFD H06A6062				
Attachment 015	RFD H06A6081				
Attachment 016	RFD H06A6082				
Attachment 017	RFD H06A6089				
Attachment 018	RFD H06A7049				
Attachment 019	RFD H06A7050				
Attachment 020	RFD H06A7051				
Attachment 021	RFD H06A7054				
Attachment 022	RFD H05A7055				
Attachment 023	RFD H06A7062				
Attachment 024	RFD H06A7063				
Attachment 025	RFD H06A7064				
Attachment 026	RFD H06A7065				
Attachment 027	RFD H06A7066				
Attachment 028	RFD H06A7067				
Attachment 029	ECP HOGAZOGS				
Attachment 030	ECP E06A2087				
Attachment 031	RFD HOGAGOSS				

	TON/MODIFICATIO	ON OF CONTRACT	1. Contract ID C	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		Project No. (If applicable)
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-GANC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7530	Code W52809	7. Administered By (If other DCMA DALLAS 600 NORTH PEARL STRE SUITE 1630 DALLAS TX 75201-2843	ET	Code S4402
EMAIL: CHRISTING. CARSONGUS. ARMY. MI		SCD A		APC ADP PT HQ0339
3. Name And Address Of Contractor (No., St	reet, City, County, State and 2	Zip Code)	9A. Amendment C	of Solicitation No.
OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			9B, Dated (See Ite	m II)
		X	10A. Modification	Of Contract/Order No.
TYPE BUSINESS: Other Small Busines Code 0BK64 Facility Code	ss Performing in U.S.		10B, Dated (See It	tem 13)
Name of the Owner	THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF SO	DLICITATIONS	
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KIND MOD CODE: 8 A. This Change Order is Issued Pursu The Contract/Order No. In Item 1 B. The Above Numbered Contract/Or Set Forth In Item 14, Pursuant To C. This Supplemental Agreement Is E X D. Other (Specify type of modification	It Modifies The Contraction To: 0A. der Is Modified To Reflect The Authority of FAR 43.103 intered Into Pursuant To Authority and authority) ot, Is required to sign to	th'Order No. As Described In the Administrative Changes (st th). this document and return	The Chan ich as changes in p cop	ges Set Forth In Item 14 Are Made In paying office, appropriation data, etc.
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A. This Change Order is Issued Pursu The Contract/Order No. In Item 1 B. The Above Numbered Contract/Or Set Forth In Item 14, Pursuant To C. This Supplemental Agreement Is E D. Other (Specify type of modification E. IMPORTANT: Contractor X is no 14. Description Of Amendment/Modification SEE SECOND PAGE FOR DESCRIPTION Contract Expiration Date: 2010-JUN30 Except as provided herein, all terms and con-	It Modifies The Contraction To: OA. der Is Modified To Reflect The The Authority of FAR 43.103 intered Into Pursuant To Authority) ot,	the Administrative Changes (state). the Administrative Changes (state). this document and return	The Chan uch as changes in p cop a/contract subject	ges Set Forth In Item 14 Are Made In paying office, appropriation data, etc. ies to the Issuing Office. matter where feasible.)
A. This Change Order is Issued Pursu The Contract/Order No. In Item 1 B. The Above Numbered Contract/Or Set Forth In Item 14, Pursuant To C. This Supplemental Agreement Is E D. Other (Specify type of modification E. IMPORTANT: Contractor X is no 14. Description Of Amendment/Modification SEE SECOND PAGE FOR DESCRIPTION Contract Expiration Date: 2010.JUN30 Except as provided herein, all terms and contant effect.	It Modifies The Contraction To: OA. der Is Modified To Reflect The The Authority of FAR 43.103 intered Into Pursuant To Authority of the Authority) ot, is required to sign to (Organized by UCF section he) ditions of the document referent)	enced in item 9A or 10A, as he lead	The Chan ich as changes in p cop i/contract subject cretofore changed, Of Contracting Of	ges Set Forth In Item 14 Are Made In paying office, appropriation data, etc. ies to the Issuing Office. matter where feasible.) remains unchanged and in full force fficer (Type or print) -5541 16C. Date Signed 2007MAY01



Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248

MOD/AMD P00005

Page 2 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

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

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

ALL OF THE ABOVE CONFIGURATION CHANGES ARE INCORPORATED AT NO ADDITIONAL COST, WITH THE EXCEPTION OF ECP HO7A2006.

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 *THIS ADDITIONAL COST IS TO COVER ALL COSTS ASSOCIATED WITH RETROFITTING THE NEW GEARS INTO THE M187.

PER UNIT.

FUTURE ORDERS ON THIS CONTRACT WILL 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 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 3 of 3

PIIN/SIIN W52H09-05-D-0248 MOD/AMD P00005

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

Number List of Transmitted By of Pages Date Title Addenda H07A2006 Attachment 032 Attachment 033 H06A2083 H07A5001 Attachment 034 H07A5001 Attachment 035 H07A6002 Attachment 036 Attachment 037 H07A6005 H07A6015 Attachment 038

1. Contract ID Code AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT Firm-Fixed-Price 5. Project No. (If applicable) 4. Requisition/Purchase Req No. 3. Effective Date 2. Amendment/Modification No. SEE SCHEDULE 2008JUL17 P00006 Code S4402A 7. Administered By (If other than Item 6) Code W52H09 6. Issued By DCMA TEXAS TACOM-ROCK ISLAND 600 NORTH PEARL STREET AMSTA-LC-IBC CHRISTINE CARSON (309)702-4301 SHITE 1630 DALLAS TX 75201-2843 BOCK ISLAND IL 61299-7630 PAS S4402A5601APC ADP PT HQ0339 SCD A EMAIL: CHRISTINE.CARSONOUS.ARMY.MIL 9A. Amendment Of Solicitation No. 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DE 9B. Dated (See Item 11) RICHARDSON, TX 75081-2769 10A. Modification Of Contract/Order No. X W52H09-05-D-0246 TYPE BUSINESS: Other Small Business Performing in U.S. 10B. Dated (See Item 13) 2005JUL27 Code OBK64 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: copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the (a) By completing items 8 and 15, and returning _ 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 CRANGE 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. The Changes Set Forth In Item 14 Are Made In A. This Change Order is Issued Pursuant To: 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) copies to the Issuing Office. x is required to sign this document and return is not, E. IMPORTANT: Contractor 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)

LISA DEVLIN
LISA DEVLIN
LISA DEVLINGUS.ARMY, MIL (309) 782-5541

15B. Contractor/Offeror

15C. Date Signed

By /SIGNED/
(Signature of person authorized to sign)

16C. Date Signed

By /SIGNED/
(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

1. Contract ID Code AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT Firm-Fixed-Price 4. Requisition/Purchase Reg No. 2. Amendment/Modification No. 3. Effective Date 5. Project No. (If applicable) SEE SCHEDULE P00006 7. Administered By (If other than Item 6) Code 54402A 6. Issued By Code W52H09 DCMA TEXAS TACON-ROCK ISLAND 600 NORTH PEARL STREET AMSTA-LC-IBC CHRISTINE CARSON (309) 782-4301 SUITE 1630 ROCK ISLAND IL 61299-7630 DALLAS TX 75201-2843 SCD A PAS S4402A5601AFC ADP PT HQ0339 EMAIL: CHRISTINE.CARSON@US.ARMY.MIL 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No. OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR 9B. Dated (See Item 11) RICHARDSON, TX 75081-2769 10A. Modification Of Contract/Order No. X W52H09-05-D-0248 TYPE BUSINESS: Other Small Business Performing in U.S. 10B. Dated (See Item 13) Code OBK64 2005/01/27 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: 8 It Modifies The Contract/Order No. As Described In Item 14. The Changes Set Forth In Item 14 Are Made In A. This Change Order is Issued Pursuant To: 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) х x is required to sign this document and return is not, copies to the Issuing Office. E. IMPORTANT: Contractor 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.DEVLINGUS.ARMY.MIL (309)782-5541

16B. United States Of America

16C. Date Signed

Strature of person authorized to sign)

#108 By

(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)

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

Prescribed by GSA FAR (48 CFR) 53.243

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248

MOD/AMD P00006

Page 2 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00006 TO W52H0905D0248 IS TO:

1) Incorporate the following approved engineering actions: H07A2045, H07A2071, H07A5014, H07A6022, H07A6030, H07A6039, H07A6040, H07A6042, H07A6043, H07A6041, H07A6043, H07A6041, H07A604

PART NUMBER 8261858, 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 to be paid on delivery order 0001; a unit price adjustment of to be paid on delivery order 0001, and a unit price increase of 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 OFTEX' 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, THI MODIFICATION REPRESENTS A COMPLETS 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 AFFRCT ANY CLAIMS OR CAUSES OF ACTION PERTAINING TO INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, OR OTHER MATTERS WHICH OCCUR AFFER 4 MARCH 2008.

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

*** END OF NARRATIVE A0009 ***

*Confidential Treatment Requested

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 3 of 3

PIIN/SIIN W52H09-05-D-0248 MOD/AMD P00006

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda		Title	Date	Number of Pages	Transmitted By
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	75	(4)		
Attachment 0048	H07A6091				
Attachment 0049	H07A7020				
Attachment 0050	H07A7026				
Attachment 0051	H07A7034				60

			OPPER FOR S	UPPLIES	on sentages		_			PAGE 1 OF 6
1. CONTRACT I	PURCH ORD	ER/AGREEMENT NO.	2. DELIVERY ORDER		3. DATE OF ORDER	CALL 4	REQ	UISITION/PURCH RE	QUEST NO.	5. PRIORITY
W52H09-	05-D-024	a.	0001		(YYYYMMMDD) 2005JUL27	13	SEE	SCHEDULB		DOA5
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AMSTA-L LINDA M ROCK IS	LAND IL	ND 09)782-3657 61299-7630 ES@US.ARMY.MIL		SOI SUI DAI	MA DALLAS D NORTH PEARL ST ITE 1630 LLAS TX 75201-28	43		50 STATES		X DESTINATION OTHER (See Schedule if
novem i oro	· n		CODE OBK64	SCD: 2				ADP PT: HQ03		ether)
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	ALL X	THIS DELIVERY ORDE	R IS ISSUED ON ANOTHER C	COVERNMENT A	GENCY OR IN ACCORDAN	E WITH AND	sua s	ECT TO TERMS AND CO	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF	CHASE		fornish the fol	BY ACCEPTS T	s specified herein. THE OFFER REPRESEN					IAY PREVIOUSLY HAVI ME.
SEE SCH	EDULE	ROPRIATION DATA/LO	***************************************		20. QUANTITY	21.		22. UNIT PRICE	23. AMOUNT	
					ORDERED/ ACCEPTED*	UN	TT.			
	Firm KIND O	HEDULE CT TYPE: -Fixed-Price F CONTRACT: ly Contracts an	d Priced Orders							
Fquantity accept none as quantity of different, enter	ordered, indi- actual quant	cate by X. ity accepted below			NED/ ARMY.MIL (309)78		VNC.	MARTING GERGER	25. TOTAL 26. DIFFERENCES	\$1,401,734.11
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INSPECTE SIGNATURE		ECEIVED A	CCEPTED, AND CONFO REPRESENTATIVE	ORMS TO CON	c. DATE (YYYMMMDD)	d. PI		D NAME AND TITLE ESENTATIVE	OF AUTHORIZE	D GOVERNMENT
MAILING AD	DRESS OF A	UTHORIZED GOVERN	MENT REPRESENTATI	VE	28. SHIP. NO.	29. D.O	. vot	OCHER NO.	30. INITIALS	
, TELEPHONE	NUMBER	g. E-MAIL A	DDRESS		PARTIAL.	32. PA	ID BY		33, AMOUNT V	ERIFIED CORRECT FOR
					31. PAYMENT				34. CHECK NU	MBER
6. I CERTIFY T	THIS ACCOU	NT IS CORRECT AND I	PROPER FOR PAYMENT	r.	COMPLET	L				
, DATE YYYYMMMDE	0)	b. SICNATURE AND	TITLE OF CERTIFYING	OFFICER	PARTIAL FINAL				35. BILL OF L.	ADING NO.
37. RECEIVED	AT	38. RECEIVED BY (P	yint) 39. DATE RE (YYYYMM)		40. TOTAL CON-	41, S/R	ACC	OUNT NUMBER	42. S/R VOUCE	ER NO.

DD FORM 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

A-26

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD

Page 2 of 6

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 0501AB - ach, M187A1 Mount Telescope, MSN: 1240-01-483-5324, P/N: 12984689, unit price y

total 🏏

CLIN 0001AC- cach, M187Al Mount Telescope, NSN: 1240-01-483-5324, P/N: 12984689, unit price

total 🖟

*Delivery Order 0001 is issued during Ordering Period (OP) 1. The unit price for the M187Al Mount Telescope for the applicable quantit range in Ordering Period 1 is * . The price for First Article Test *) has been amortized over the * J units being swarded in this Delivery order 0001, resulting in a unit price of *.

- 2. In accordance with the terms and conditions of W52R09-05-D-024B, this Delivery Order 0001 obligates the guaranteed minimum quantity of 🛠 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 💸

J stated in the letter award of July 27, 2005, to

-36-

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

*** END OF MARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN M52H09-05-D-0248/0001 MOD/AMD Page 3 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC UNIT UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY AMOUNT SUPPLIES OR SERVICES AND PRICES/COSTS 0001 NSN: 1240-01-463-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified X ** NSP ** \$ ** NSP ** 0001AA DATA ITEM LO NOUN: FIRST ARTICLE TEST REPORT Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 10 Deliveries or Performance SUPPL DOC REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 * 30-MAY-2006 FOR POINT: Destination SHIP TO: TACOM-ROCK ISLAND (255555) ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 * EA 5-X 762,645.61 0001AB PRODUCTION QUANTITY NOUN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 FRON AMD: 02 ACRN: AA AMS CD: 33104540041 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance *Confidential Treatment Requester

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0001 MOD/AMD Page 4 of 6

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance SUPPL DOC REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0951817700 W52H1C J 1 REL CD PROJ CD BRK BLK PT G19 DEL REL CD QUANTITY DEL DATE 25-OCT-2006 * × 27-NOV-2006 002 济 27-DEC-2006 003 X 25-JAN-2007 004 X 005 25-FEB-2007 006 26-MAR-2007 * 007 * 25-APR-2007 25-MAY-2007 800 * 25-JUN-2007 009 * 010 25-JUL-2007 011 24-AUG-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) XU W0K8 USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 0001AC PRODUCTION QUANTITY 7 EA \$_* 639,088.50 NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 02 ACRN: AB AMS CD: 060011 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPT P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD Page 5 of 6

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC AMOUNT UNIT PRICE SUPPLIES/SERVICES UNIT ITEM NO QUANTITY Deliveries or Performance SUPPL DOC REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095180Z900 W52H1C J QUANTITY DEL REL CD DEL DATE 7 25-0CT-2006 * 27-NOV-2006 002 27-DEC-2006 003 25-JAN-2007 004 0.05 26-FEB-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) XU W0K8 USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE IL 61299-5000 ROCK ISLAND CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 DOC SUPPL REL CD MILSTRIP ADDR SIG C 002 W52H095208Z901 W25GlU J ADDR SIG CD MARK FOR TP CD DEL REL CD DEL DATE QUANTITY 26-FEB-2007 001 * × 26-MAR-2007 002 003 25-APR-2007 25-MAY-2007 004 25-JUN-2007 005 FOR POINT: Destination SHIP TO: FREIGHT ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001

Reference No. of Document Being Continued Page 6 of 6 CONTINUATION SHEET PHN/SHN W52H09-05-D-0248/0001 MOD/AMD Name of Offeror or Contractor: OPTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA PRON/ JOB ORDER ACCOUNTING OBLIGATED NUMBER THUOMA STATION 576C06 W52H09 W15M378791M1 0001AC M151R095M1 AB 2 97 X4930AC9G 6D 26KB S11116 W52H09 X 060011 1,401,734.11 TOTAL SERVICE ACCOUNTING OBLIGATED NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION TRUDNA 52033000056D6D02P33104526KB 511116 W52H09 Army 97 X4930AC9G 6D 26KB S11116 Army W52H09 TOTAL \$ 1,401,734.11

		ON OF CONTRACT	I. Contract II		Page 1 Of2
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)
01	2006NAY18	SEE SCHEDULE			
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630 EMAIL: CHRISTINE, CARSONSUS.ARMY.1	Code W52H09	7. Administered By (If other to DCMA DALLAS 500 NORTH PEARL STRE SUITE 1630 DALLAS TX 75201-2843	55 1850		Code 8440
3. Name And Address Of Contractor (No., S	Street City County State and		PAS 54402A56		
OPTEX SYSTEMS INC	street, City, County, State and	Zip Code)	A. Amendmen	t Of Solicitati	on No.
1420 PRESIDENTIAL DR			D D . 140 1		
RICHARDSON, TX 75081-2769			B. Dated (See l	tem 11)	
			0A. Modificati		ct/Order No.
TYPE BUSINESS: Other Small Busine	ess Performing in U.S.		6B. Dated (See		
Code OBX64 Facility Code			ODSAUGO1	1tem 13)	
11	. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	LICITATIONS		
SPECIFIED MAY RESULT IN REJECT change may be made by telegram or letter opening hour and date specified. 2. Accounting And Appropriation Data (If a	r, provided each telegram or le	tter makes reference to the soli	desire to chang citation and thi	e an offer alr s amendment	eacly submitted, such , and is received prior to
NO CHANGE TO OBLIGATION DATA		MODIFICATIONS OF CON	TRACTS/ORD	ERS	
NO CHANGE TO OBLIGATION DATA 13. THI KIND MOD CODE: 8	IS ITEM ONLY APPLIES TO It Modifies The Contrac	MODIFICATIONS OF CON- t/Order No. As Described In It	em 14.	200	
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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 01

Page 2 of 2

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 claus 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 assential to meet the delivery schedule.

200000000000000000000000000000000000000		
Material	PO Amount	Delivery
Bearings	3¢	8-10 weeks
Castings	*	14-16 weeks
Circuit Card	4000	16 weeks
Connectors	4	6 weeks
Counter	45	15 weeks
Fiber Optic	*	8 weeks
Gear	*	12-20 weeks
Herdware	×	6-12 weeks
ID Plate	*	6 weeks
Level	*	B veeks
Machined Components	*	6-16 weeks
Optics	*	12-14 weeks
Spring	*	8-12 weeks
Valve	*	8-12 weeks
	500	

TOTAL

\$886,119.23

In accordance with the DOD Progress Payments clause, DPARS 252.232-7004, by reference clause I-59 of the contract, payment requests make 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.
- Payments shall be made in sequential ACRN order.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

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H	> <
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AMENDMENT O	F SOLICITAT	ION/MODIFICATI	ON OF CONTRACT	Firm-Fixed-	Price	
2. Amendment/Modificat	tion No.	3. Effective Date	4. Requisition/Purchase Req		Part of the last o	o. (If applicable)
02		2006JUL26	SEE SCHEDULE			
AMSTA-LC-CFA-C CHRISTINE CARSON ROCK ISLAND IL 6	(309)782-4301 1299-7630	Code w52H09	7. Administered By (If other DCMA DALLAS 600 MORTH PEARL STRE SUITE 1630 DALLAS TX 75201-2843	ET		Code S44
EMAIL: CHRISTINE.	CARSONGUS.ARMY.MII	ú.	SCD A	PAS 84402A56	SOLAPC ADI	РТ нооззэ
s. Name And Address Of	Contractor (No., Stre	eet, City, County, State and	Zip Code)	9A. Amendmen	t Of Solicitati	on No.
OPTEX SYSTEMS INC 1420 PRESIDENTIAL RICHARDSON, TX 75				9B. Dated (See	Item 11)	
			X	10A. Modificati		ct/Order No.
TYPE BUSINESS: Ot)	her Small Business	Performing in U.S.		W52H09-05-D-0 10B. Dated (Sec		
Code OBK64	Facility Code			2005AUG01	- Accord 13)	
	11. T	HIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	LICITATIONS	s	
(a) By completing items offer submitted; or (c) ACKNOWLEDGMEN	T TO BE RECEIVED	DAT THE PLACE DESIGN	NATED FOR THE RECEIPT	Amendment nu	DIOD TO TH	E HOUD AND DATE
offer submitted; or (e) ACKNOWLEDGMEN SPECIFIED MAY RE- change may be made by opening hour and date	T TO BE RECEIVED SULT IN REJECTIO y telegram or letter, p specified. opriation Data (If req APPLICABLE)	telegram which includes a r DAT THE PLACE DESIGI PN OF YOUR OFFER. If by provided each telegram or le quired)	NATED FOR THE RECEIPT y virtue of this amendment you etter makes reference to the so	amendment no OF OFFERS Plants of the change	RIOR TO TH ge an offer alr is amendment	E HOUR AND DATE
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CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 6
PIN/SIN W52H09-05-D-0248/0001 MOD/AMD 02

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 A EACH, DUE TO THE INCORPORATION OF A COST IMPACTING ECP (H06A2048).

 THIS ECP INVOLVES RETROPITTING 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 MARRATIVE A 003 ***

Reference No. of Document Being Continued
PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 02

Page 3 of 6

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC UNIT PRICE AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS LO \$ ** NSP ** \$ ** MSP ** DATA ITEM 0001AA NOUN: FIRST ARTICLE TEST REPORT Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 Deliveries or Performance SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD OUPPRITY DEL REL CD DEL DATE FOB POINT: Destination SHIP TO: (255555) CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 * PRODUCTION QUANTITY EA s × 3 \$__ 802,122.27 D001AB NOUN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 PRON AMD: 02 ACRN: AA AMS CD: 33104540041 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance SUPPL DOC REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095181T700 W52H1C J 1 REL CD MILSTRIP PROJ CD BRK BLK PT G19 DEL REL CD QUANTITY DEL DATE 25-CCT-2006 *

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-024B/0001 MOD/AMD 02 Page 4 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC QUANTITY UNIT UNIT PRICE AMOUNT SUPPLIES/SERVICES ITEM NO 002 27-NOV-2006 27-DEC-2006 003 004 25-JAN-2007 005 26-FEB-2007 006 26-MAR-2007 25-APR-2007 007 25-MAY-2007 008 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) XU WOKB USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LAME IL 61299-5000 ROCK ISLAND CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 × EA 5_16 672,169.50 0001AC PRODUCTION QUANTITY NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 02 ACRN: AB AMS CD: 060011 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance MILSTRIP ADDR SIG CD MARK FOR TP CD REL CD 001 W52H095180Z900 W52H1C 1 DEL DATE DEL REL CD QUANTITY 25-OCT-2006 001 * 4 27-NOV-2006 002 003 27-DEC-2006 25-JAN-2007 004 X 26-FEB-2007 005 *Confidential Treatment Requested

Reference No. of Document Being Continued PIIN/SIIN N52H09-05-D-0248/0001 MOD/AMD 02 Page 5 of 6

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC UNIT UNIT PRICE AMOUNT QUANTITY SUPPLIES/SERVICES ITEM NO FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) XU WOR8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H0952082901 W25G1U J 1 DEL DATE DEL REL CD QUANTITY 26-FEB-2007 001 * 002 26-MAR-2007 003 25-APR-2007 25-MAY-2007 004 25-JUN-2007 005 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W25GlU) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 PA 17070-5001 NEW CUMBERLAND CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001

Reference No. of Document Being Continued Page 6 of 6 CONTINUATION SHEET PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 02 Name of Offerer or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE TTEM MIPR ACRN JOB ORD NO AMOUNT THUCMA 0001AB W15AAC06M1 AA 33104540041 576006 W15M378791M1 X 0001AC M151R095M1 AB 2 X 060011 NET CHANGE X NET CHANGE INCREASE/DECREASE SERVICE ACCOUNTING BY ACRN ACCOUNTING CLASSIFICATION NAME AMOUNT STATION 21 52033000056D6D02P33104526KB S11116 97 X4930AC9G 6D 26KB S11116 ** Army AA W52H09 AB Army W52H09 X NET CHANGE PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD _ TMA DILBO AMOUNT NET CHANGE FOR AWARD: \$ 1,474,291.77

	100	
*	157	

AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRACT	I. Contract II		Page 1 Of8
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)
03	2006NOV28	SEE SCHEDULE	2.1 555		
6. Issued By	Code W52H09	7. Administered By (If other	than Item 6)		Code 8440
TACOM-ROCK ISLAND		DCMA DALLAS			
AMSTA-LC-CFA-C		600 NORTH PEARL STR	BET		
CHRISTINE CARSON (309)782-4301		SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-284	3		
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		SCD A	PAS 84402A56	OLAPC AD	РРТ нооззэ
3. Name And Address Of Contractor (No., Stre	et, City, County, State and	Zip Code)	9A. Amendmen	t Of Solicitat	ion No.
OPTEX SYSTEMS INC					
1420 PRESIDENTIAL DR			9B. Dated (See	Item 11)	
RICHARDSON, TX 75081-2769					
		x	10A. Modificat	ion Of Contra	ict/Order No.
			W52H09-05-D-0	0248/0001	
TYPE BUSINESS: Other Small Business	Performing in U.S.		10B, Dated (See	tem 13)	
Code OBK64 Facility Code			2005AUG01		
11. T	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF S	OLICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date specified f	or receipt of Off	ers	
is extended. is not extended.					
Offers must acknowledge receipt of this amo	endment prior to the hour	and date specified in the solicie	ation or as ame	nded by one o	f the following methods:
	indifficite prior to the nour	of the amendments: (b) By ack	nowledging race	int of this am	andment on each conv of
 (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or 	ing copies	or the amendments: (b) by ack	d amendment n	umbers FAI	LUBE OF VOUR
ACKNOWLEDGMENT TO BE RECEIVED	telegram which includes a	NATED FOR THE DECEMP	OF OFFERS P	RIOR TO TI	TE HOUR AND DATE
SPECIFIED MAY RESULT IN REJECTIO	N OF VOUE OFFER IC	hy virtue of this amendment ve	or OFFERS I	ge an offer al	ready submitted, such
change may be made by telegram or letter, p	NOF YOUR OFFER. II	letter makes reference to the s	olicitation and ti	ge an orter at	it, and is received prior to
opening hour and date specified.	novided each telegram of	tester makes reference to the s			100
12. Accounting And Appropriation Data (If rec	quired)				
MO CHANGE TO OBLIGATION DATA	#072007#°I				
13 THIS	ITEM ONLY APPLIES T	O MODIFICATIONS OF CO	NTRACTS/ORI	DERS	
KIND MOD CODE: G		act/Order No. As Described In			
A. This Change Order is Issued Pursuan The Contract/Order No. In Item 10.			The Ch	anges Set Fo	rth In Item 14 Are Made I
B. The Above Numbered Contract/Orde	er Is Modified To Reflect		uch as changes i	n paying offic	ce, appropriation data, etc
Set Forth In Item 14, Pursuant To T C. This Supplemental Agreement Is Ent					
D. Other (Specify type of modification a		***************************************			
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return			ssuing Office.
14. Description Of Amendment/Modification (Organized by UCF section	headings, including solicitatio	n/contract subje	ct matter wh	ere feasible.)
OWN CROOMS DAGE GOD DECOSTORION					
SEE SECOND PAGE FOR DESCRIPTION					
SEE SECOND PAGE FOR DESCRIPTION					
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	at a contract of the	www.cod in From QA or 10A or h	oratefure changes	od ramains u	nchanged and in full farce
Except as provided herein, all terms and condi	tions of the document refe	renced in item 9A or 10A, as h	erctofore chang	ed, remains u	nchanged and in full force
Except as provided herein, all terms and condi and effect.					
Except as provided herein, all terms and condi		16A. Name And Title	Of Contracting	Officer (Typ	
Except as provided herein, all terms and condi and effect. 15A. Name And Title Of Signer (Type or print)	16A. Name And Title LISA DEVLIN LISA. DEVLINGUS. A	Of Contracting	Officer (Typ	e or print)
Except as provided herein, all terms and condi- and effect. 15A. Name And Title Of Signer (Type or print)		16A. Name And Title LISA DEVLIN LISA. DEVLINGUS. A	Of Contracting	Officer (Typ	
Except as provided herein, all terms and condi and effect. 15A. Name And Title Of Signer (Type or print)	16A. Name And Title LISA DEVLIN LISA DEVLINGUS. AI 16B. United States Of	Of Contracting	Officer (Typ	e or print) 16C. Date Signed
Except as provided herein, all terms and condi and effect. 15A. Name And Title Of Signer (Type or print)	16A. Name And Title LISA DEVLIN LISA. DEVLINEUS. AI 16B. United States Of	Of Contracting	Officer (Typ	e or print)

Reference No. of Document Being Continued

PHN/SHN W52H09-G5-D-0246/0001

MOD/AMD 03

Page 2 of 8

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO PROVIDE GOVERNMENT FURNISHED MATERIAL (GFM) TO BE USED TOWARDS FIRST ARTICLE TESTING, IF THE CONTRACTOR DESIRES, CONSISTING OF THE FOLLOWING:

1. FOUR (4) EACH HOUSING P/N 8261799, WILL BE PROVIDED AS GPM.

2. GFM SHALL BE SHIPPED TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DR. RICHARDSON, TX 75081

RICHARDSON, TA 7500

3. AS A RESULT OF THE ABOVE, THE DUE DATE FOR THE FIRST ARTICLE TEST REPORT (CLIN DOGIAA) 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 M187AL 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 M187AL 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 TH POINT.
- 6. REPLACEMENT PARTS WILL BE RETURNED TO THE COVERNMENT, 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 SB 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 andy 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 ***

Reference No. of Document Being Continued
PIIN/SIIN W52K109-05-D-0248/0001 MOD/AMD 63

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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				
0001AA	DATA ITEM	*	ľ0	S_ ** NSP **	5_ ** NSP **
	NOUN: FIRST ARTICLE TEST REPORT				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
	Deliveries or Performance DOC SUPPL RKL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DRL REL CD QUANTITY DEL DATE 001 12-JAN-2007				
	FOB POINT: Destination SHIP TO: (Z55555) CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
DOLAB	PRODUCTION QUANTITY	*	EA	5 *	nd maaste
	NOUN: MOUNT, TELESCOPE AND PRON: N15AAC06M1 PRON AMD: 03 ACRN: AA AMS CD: 33104540041				
	Packaging and Marking FACKAGING/FACKING/SPECIFICATIONS; SPI P12964689 LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				92
100	9			*Confidential	Treatment Request

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-024B/0001 MOD/AMD 03 Page 4 of 8

ITEM NO		SUPPLIE	S/SERVICE	S		QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC RKL CD MI 001 W52H09:	SUPPLIE SIRIP SIRIP SIRIP OU CD OU CD QUAI DELETEI DELETEI DELETEI *	SUPPI, ADDR SIG WS2HIC BRK BLK PT NTITY	CD MARK FOR	TP CD	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROC	WOKE USA XO 299 GII XK ISLAND WENTER WENTE	ROCK ISL AND LESSPIE AV AND LESSPIE AND LE	AND BECK LANE L 61299-5000 MUMBER		*	EA \$	*	\$\$
	Inspection and INSPECTION: Or: Deliveries or i	igin i	ACCEPTANCE:	Origin				Confidential	Freatment Reque

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-024B/0001 MOD/AMD 03

Page 5 of a

TEM NO		SUPPLIES/SERV	CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
FEM NO	DEL REL 001 002 003 004 005 006	SUPPL MILSTRIP ADDR S2H095180Z900 W52H1C CD QUARTITY DELETED DELETED DELETED THE SUPPL SUP	J DEL DATE 26-PEB-2007 28-MAR-2007 28-MAY-2007		UNIT	UNIT PRICE	AMOUNT
	008	*	28-JUN-2007				
	SHIP TO:	FREIGHT ADDRESS XU WOKE USA ROCK IS BLDG 299 GILLESPIE ROCK ISLAND CONTRACT/DELIVERY O	AV AND BECK LAME IL 61299-5000 RDER NUMBER				
	DOC REL CD 002 W52 DEL REL C		IG CD MARK FOR TP				
	001	*	28-MAR-2007 28-APR-2007				
	003	37	28-MAY-2007				
	004	*	28-JUN-2007				
	005	1	28-JUL-2007				
	oue.	*	28-AUG-2007				
	SHIP TO:	PARCEL POST ADDRESS SU TRANSFORTATION OF DDSP NEW COMBERLAND 2001 MISSION DRIVE I NEW CUMBERLAND CONTRACT/DELIVERY OF W52H09-05-D-024	FACILITY FOOR 113 134 PA 17070-5001 DER NUMBER				
					*	Confidential Tre	eatment Reque

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

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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" AFR/1964

I-2 ADDED 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)

MAY/2004

- a. <u>Government-furnished property.</u> (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 a information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to a "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 Contract shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordan with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any:
 - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
 - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
 - c. Title in Government property.
 - (1) The Government shall retain title to all Government-furnished property.
- (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse t 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 materia 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. <u>Property administration.</u> (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Pederal 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 PAR.
- (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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CONTINUATION SHEET

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- 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 passags 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 property consumed in performing this contract.
- h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Covernment. 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 dispos-
- 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.
- (B) For scrap from other than production or testing the Contractor may prepare scrap lists in field of inventory disposal schedules (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.
 - (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.
- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to whi 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) o 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 claus 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 disposachedules, 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 tha
- (1) 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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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 object 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 Clearence 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 th Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility sha 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.
 - 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.
- Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words
 "Government" and "Government-furnished" (whexever they appear in this clause) shall be construed as "United States Government" and
 "United States Government-furnished," respectively.

(IF7117)

(End of Clause)

AM	ENDMENT OF SOLICITAT	TION/MODIFICATI	ON OF CONTRACT	1. Contract I		Page 1 Of5
2. An	nendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)
	04	2007APR02	SEE SCHEDULE			
AI CI R	ued By 'ACOM-ROCK ISLAND MSTA-LC-GMVC-B HRISTINE CARSON (309)782-4301 OCK ISLAND IL 61299-7630 MAIL: CHRISTINE.CARSONWUS.ARMY.M	Code W52H09	7. Administered By (If other DCMA DALLAS 600 NORTH PEARL STRE SUITE 1630 DALLAS TX 75201-2843	ET		Code S440
. Na	me And Address Of Contractor (No., St	reet, City, County, State and	SCD A	PAS S4402A5 9A. Amendmes		
	PTEX SYSTEMS INC		ــــــــــــــــــــــــــــــــــــــ			
1	420 PRESIDENTIAL DR ICHARDSON, TX 75081-2769			9B. Dated (See	Item 11)	
			x	10A. Modifica		uct/Order No.
175	YPE BUSINESS: Other Small Busines	es Serforming in II C		W52H09-05-D-		
	0BK64 Facility Code	a retrothing in 0.5.		10B. Dated (Se 2005AUG01	e Item 13)	
	11.	THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	DLICITATION	IS	
SP	ECIFIED MAY RESULT IN REJECTI	ION OF YOUR OFFER. If I	by virtue of this amendment yo		nge an offer al	ready submitted, such
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KO K	ange may be made by telegram or letter, ening hour and date specified. ceounting And Appropriation Data (If roo Change To Obligation Data) 13. THI IND MOD CODE: 8 A. This Change Order is Issued Pursu The Contract/Order No. In Item 1 B. The Above Numbered Contract/Orset Forth In Item 14, Pursuant To C. This Supplemental Agreement Is E. D. Other (Specify type of modification PORTANT: Contractor X is no escription Of Amendment/Modification ESSECOND PAGE FOR DESCRIPTION of as provided herein, all terms and condification of the provided herein in the provided herein	ION OF YOUR OFFER. If it, provided each telegram or it required) IS ITEM ONLY APPLIES T It Modifies The Contratant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.10 intered Into Pursuant To Authority) ot, is required to sign (Organized by UCF section)	by virtue of this amendment you letter makes reference to the so l	with the contract subject of Contract subject of Contracting (MY.MIL (309))	DERS hanges Set For in paying office copies to the Le ect matter who	ready submitted, such tt, and is received prior to th In Item 14 Are Made In te, appropriation data, etc. ssuing Office. ere feasible.)
SPI character of the ch	ange may be made by telegram or letter, ening hour and date specified. ccounting And Appropriation Data (If roo Change to Obligation Data) 13. THI IND MOD CODE: 8 A. This Change Order is Issued Pursu The Contract/Order No. In Item I B. The Above Numbered Contract/Or Set Forth In Item 14, Pursuant To C. This Supplemental Agreement Is E. D. Other (Specify type of modification IPORTANT: Contractor X is no escription Of Amendment/Modification SEE SECOND PAGE FOR DESCRIPTION of as provided herein, all terms and condificat. Name And Title Of Signer (Type or prince of the condition of the condit	ION OF YOUR OFFER. If it, provided each telegram or required) IS ITEM ONLY APPLIES T It Modifies The Contraliant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.10 intered Into Pursuant To Authority of Intered Into Pursuant To Authority of the Contraliant and authority) 15t, is required to sign (Organized by UCF section ditions of the document referent)	oby virtue of this amendment you letter makes reference to the selector makes reference to the	with the contract subject of Contract subject of Contracting (MY.MIL (309))	nge an offer al his amendmen DERS hanges Set For in paying office copies to the Leet matter who seed, remains u Officer (Type	ready submitted, such tt, and is received prior to th In Item 14 Are Made I te, appropriation data, etc essuing Office. ere feasible.)

Reference No. of Document Being Continued

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MOD/AMD 04

Page 2 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

TOHE 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 ***

PHN/SHN W52H09-05-D-0248/0001

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 04

Page 3 of

Name of Offeror or Contractor: OPTEX SYSTEMS INC AMOUNT QUANTITY UNIT UNIT PRICE SUPPLIES/SERVICES SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 大 802,122.27 EA \$ ye 0001AB PRODUCTION QUANTITY NOUN: MOUNT, TELESCOPE AND PRON: W15AAC06M1 PRON AMD: 03 AMS CD: 33104540041 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0951817700 W52H1C J 1 REL CD PROJ CD BRK BLK PT G19 QUANTITY DEL DATE DEL REL CD 30-APR-2007 004 * 30-MAY-2007 005 × 006 * 30-JUN-2007 X 007 30-JUL-2007 30-AUG-2007 × 800 30-SEP-2007 009 * 010 30-OCT-2007 011 30-NOV-2007 X 30-DEC-2007 大 30-JAN-2008 013 * FOE POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) KU WOKE USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 *Confidential Treatment Requested

Reference No. of Document Being Continued PHN/SHN W52HD9-05-D-0248/0001 MOD/AMD 04 Page 4 of 5

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001AC PRODUCTION QUANTITY EA 5.X 672,169.50 × NOUN: MOUNT, TELESCOPE AND PRON: MISIRO95M1 PRON AMD: 04 ACRN: AB AMS CD: 060011 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52N0951802900 W52H1C J 1 REL CD DEL REL CD QUANTITY DEL DATE 004 * 30-MAY-2007 005 * 30-JUN-2007 006 30-JUL-2007 007 30-AUG-2007 30-SEP-2007 008 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H09520HZ901 W25GlU DEL REL CD QUANTITY DEL DATE 30-JUN-2007 X * 30-JUL-2007 002 30-AUG-2007 003 * 004 30-SEP-2007 X 005 30-0CT-2007 005 30-NOV-2007 X

Reference No. of Document Being Continued PHN/SHN W52H09-D5-D-0248/0001 MOD/AMD 04

Page 5 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W25G1U) SU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY		1 1		
	2001 MISSION DRIVE DOOR 113 134		1		
	NEW CUMBERLAND PA 17070-5001		1 3		
	CONTRACT/DELIVERY ORDER NUMBER		1 1		
	W52H09-05-D-0248/0001				
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AMENDMENT OF SOLICITAT	ION/MODIFICATION	ON OF CONTRACT	I. Contract I		Page 1 Of10	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			lo. (If applicable)	
05	2007APR26	SEE SCHEDULE	3	39 60 90 4000 = 1550		
6. Issued By	Code W52H09	7. Administered By (If other	than Item 6)		Code 5440	
TACOM-ROCK ISLAND		DCMA DALLAS	75			
AMSTA-LC-GAWC-B		500 NORTH PEARL STRE	ET			
CHRISTINE CARSON (309) 782-4301		SUITE 1630				
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2843				
EMAIL; CHRISTINE.CARSONGUS.ARMY.MI	L					
3. Name And Address Of Contractor (No., Str	ant City County State and	SCD A	PAS S4402A56		STATE OF THE PARTY OF THE STATE	
	eet, City, County, State and	Zip Code)	9A. Amendmen	t Of Solicitat	ion No.	
OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR						
RICHARDSON, TX 75081-2769			9B. Dated (See Item 11)			
		[X]	10A. Modificat	ion Of Centr	act/Order No.	
		لگا				
TYPE BUSINESS: Other Small Business	s Performing in U.S.		W52H09-05-D-0 10B, Dated (Sec			
Code OBK64 Facility Code			2005AUG01	a ttem 13)		
11.1	THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	LICITATION	S		
The above numbered solicitation is amen	ded as set forth in item 14.	The hour and date specified fo	r receipt of Off	ers		
is extended. is not extended.						
Offers must acknowledge receipt of this am	endment prior to the hour a	nd date specified in the solleits	tion or ar amor	ided by one c	f the following matheder	
(a) By completing items 8 and 15, and entur	ning	fals are specified in the solicity	uon or as amer	idea by one o	the following methods:	
(a) By completing items 8 and 15, and retur	ning copies o	f the amendments: (b) By ackn	owledging recei	pt of this am	endment on each copy of	
offer submitted; or (c) By separate letter or	lelegram which includes a r	eference to the solicitation and	l amendment ni	ımbers. FAI	LURE OF YOUR	
ACKNOWLEDGMENT TO BE RECEIVE	D AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS P	RIOR TO T	HE HOUR AND DATE	
SPECIFIED MAY RESULT IN REJECTION	ON OF YOUR OFFER, If b	y virtue of this amendment you	desire to chan	ge an offer al	ready submitted, such	
change may be made by telegram or letter,	provided each telegram or le	etter makes reference to the so	icitation and th	is amendmer	it, and is received prior to	
opening hour and date specified.					AR	
 Accounting And Appropriation Data (If research section G (IF APPLICABLE) 	quired)					
and oberrow of the intractional,						
13. THIS	TEM ONLY APPLIES TO	MODIFICATIONS OF COM	TRACTS/ORD	ERS		
KIND MOD CODE: 8	It Modifies The Contrac	ct/Order No. As Described In I				
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10			The Ch	anges Set For	th In Item 14 Are Made I	
B. The Above Numbered Contract/Ord Set Forth In Item 14, Pursuant To 7	er Is Modified To Reflect Ti		ch as changes i	n paying offic	e, appropriation data, etc	
C. This Supplemental Agreement Is En						
D Other (Smedistrance) and Godford on	and authoritis					
D. Other (Specify type of modification a						
. IMPORTANT: Contractor X is not		this document and return			ssuing Office.	
4. Description Of Amendment/Modification (Organized by UCF section h	eadings, including solicitation	contract subject	t matter who	ere feasible.)	
SEE SECOND PAGE FOR DESCRIPTION						
SES BECOME FASE FOR DESCRIPTION						
xcept as provided herein, all terms and condi	tions of the document refere	enced in item 9A or 10A, as her	etofore change	d, remains u	nchanged and in full force	
nd effect.	Υ.	164 No. 1 1881 5		D.60		
5A. Name And Title Of Signer (Type or print	28	16A. Name And Title C		MATTHOOMIS	or print)	
5B. Contractor/Offeror	15C. Date Signed	16B. United States Of A	-	32-5541	16C, Date Signed	
		C 10007				
(Signature of person authorized to sign)	-	(Signature of	/SIGNED/ Contracting O	fficer)	2007APR26	
NSN 7540-01-152-8070		30-105-02			FORM 30 (REV. 10-83)	
PREVIOUS EDITIONS UNUSABLE		30-103-02			CSA FAD (48 CED) 52	

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 05

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

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

1) THE PRICE ON DELIVERIES COMEDULED AFTER AUGUST 30, 2007 (CLINS 1001AB AND 1001AC) INCLUDES AN ADDITIONAL X

PER UNIT, FOR A

FOR ADMINISTRATIVE PURPOSES BILLING AGAINST CLIN 0001AB WILL BE BILLED AGAINST THAT CLIN AT THE ORIGINAL PRICE OF CLIN 1001AB FOR THE ADDITIONAL PRICE OF THE NEW GEARS.

AND AGAINS

- 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 RETROFITED ASSETS (CLINS 2001AB, AND 2001AC), OPTEX MAY BILL FOR THE ADDITIONAL

ER UNIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 0006 ***

A54

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05

Page 3 of 10

ITEM NO	SUPPLIES/SERVICES	S QU	ANTITY UN	IT UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES A	ND PRICES/COSTS			
0001	NSN: 1240:01-483-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified		F		
0001AB	PRODUCTION QUANTITY	*	: 183	s_*	\$802,122.27
	NOUN: MOUNT, TELESCOPE AND PRON: W15AACG6M1 PRON AMD: 03 AMS CD: 33104540041	ACRN: AA			
	ITEMS SCHEDULED TO BE DELIVERED ON 2007 SHALL BE SHIPPED WITH THE WORK IN THE ORIGINAL TOP. THEY WILL BE CONTRACTOR AT A LATER DATE TO BE UINEW WORM GEARS AS PER ECP H06A2006, AGAINST CLIN 2001AB UPON RETURN TO	N GEARS CALLED OUT RETURNED TO PGRADED WITH THE AND BILLED			
	ITEMS SCHEDULED TO BE DELIVERED AFT SHALL ALSO BE BILLED AGAINST CLIN I OF \$774 EACH, AS THEY SHALL CONTAIN PER ECP HO6A2006.	001AB AT A PRICE			
	(End of narrative	B001)			
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE:	Origin			
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CO 001 W52H095181T700 W52H1C J PROJ CD BRK HLK PT	D MARK FOR TP CD			
	The state of the s	DEL DATE 30-APR-2007			
	005 🗴	30-MAY-2007			
	006 🛧	30-JUN-2007			
	007	30-JUL-2007			
		30-AUG-2007			
	: × eoo	30-SEP-2007			
				*Confidential T	reatment Reques

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05 Page 4 of 10

ITEM NO		SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	010	*	30-OCT-2007				
	011	*	30-NOV-2007				
	012	COA					
	1000	*	30-DEC-2007				L.
	013	*	30-JAN-2008				
	POB POINT: D	estination					
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		U WOK8 USA ROCK LDG 299 GILLESPI	ISL ARSENAL E AV AND BECK LANE				
		OCK ISLAND	IL 61299-5000		¥ (
	<u>cx</u>	ONTRACT/DELIVERY W52H09-05-D-					
0001AC	PRODUCTION QU	JANTITY		*	EΑ	\$_ *	\$358,490,40
	NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 06 ACRN: AB AMS CD: 060011						
	WORM GEARS, AS SHALL BE RETUR	CALLED OUT IN ENED AT A LATER EARS PER ECP HO	AS SCHEDULED WITH THE THE ORIGINAL TDP. THEY DATE TO BE UPGRADED WITH 5A2006, AND BILLED	ц			
	SPI P129	KING/SPECIFICAT: 64689 ATION: Military	ONE:				
	Inspection and INSPECTION: 0	d Acceptance rigin ACCEPT	ANCE: Origin				
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	005	*	30-JUN-2007				
	006	*	30-JUL-2007			82	
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	007	7	30-AUG-2007	1 1			

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05 Page 5 of 10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	FOB POINT: Destination				
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1)	003 -* 30-AUG-2007				
	004 DELETED	1			
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	FOB FOINT: Destination				
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	DDSP NEW CUMBERLAND FACILITY			(
	2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
	FR 17570-3001				
	CONTRACT/DELIVERY ORDER NUMBER				
	M52H09-05-D-0248/0001				
1001	NSN: 1240-01-483-5324				
	SECURITY CLASS: Unclassified				
.001AB	SERVICES LINE ITEM		1	\$_	—*
	NOUN: INC OF ECP, M187 WROM SHAFT				-
	PRON: W15ALC37M1 PRON AMD: 01 ACRN: AC AMS CD: 31303334015	4			
	ITEMS SCHEDULED TO SHIP ON CLIN 0001AB AFTER 30-AUG-				
	2007 SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AB FOR \$774 EAHC UP TO 109 UNITS SHIPPED ON CLIN 0001AB.				
	(End of narrative B001)				
	Inspection and Acceptance			1	
			*Cor	ifidential Treati	ment Request

Reference No. of Document Being Continued
PIIN/SIIN W52R09-05-D-0248/0001 MOD/AMD 05

Page 6 of 10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DLVR SCH PERF COMPL. REL CD QUARTITY DATE D01 0 30-JUN-2008				
OA100	PRODUCTION QUANTITY	*	EA	°-4	\$\$
	NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 06 ACRN: AB AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095180Z900 W52H1C J 1 DEL REL CD QUANTITY DEL DATE 001 30-SEP-2007				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS (W52H1C) XU WOK8 USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER				
	W52H09-05-D-0248/0001 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H095208Z901 W25GJU J 1 DEL REL CD QUANTITY DEL DATE 001 30-SEP-2007				
	002 X 30-OCT-2007				
	003 🛪 30-NOV-2007				
	FOB FOINT: Destination				
	SHIP TO: FREIGHT ADDRESS (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134				
				*Confidential	Treatment Reques



Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 05 Page 8 of 10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
2001AC	MAINTENANCE AND OVERHAUL: DELIVERABLE	*	EA	**	\$ 82,720,00
	NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 06 ACRN: AB ANS CD: 060011				1
	THESE ARE GOVERNMENT OWNED ASSETS THAT HAVE BEEN PREVIOUSLY SHIPPED AGAINST CLIN OBOLAC AND RETURNED TO OPTEX TO BE UFGRADED WITH NEW WORM GEARS PER ECP H07A2006. THESE ITEMS SHALL BE BILLED AT A PRICE OF EACH, UP TO A QUANTITY OF ** UPON DELIVERY DALA TO THE GOVERNMENT.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0951803S00 W52H1C J 1 DEL REL CD QUANTITY DEL DATE 001 30-JUN-2008				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W52H1C) XU WORS USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER				
	W52H09-05-D-0248/0001				
ļ.	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W25GIU) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
			*	Confidential 7	reatment Reques

Reference No. of Document Being Continued PIIN/SIIN W52f09-05-D-0248/0001 MOD/AMD 05 Page 9 of 10

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 05

Page 10 of 10

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM 0001AC	PRON/ AMS CD/ MIPR M151R095M1	ACRN AB	OBLG STAT/ JOB ORD NO 2		PRIOR AMOUNT	ŗ	INCREASE/DECREASE		CUMULATIVE _AMOUNT
	060011			2.75	*		7	3	*
1001AB	W16ALC37M1 31303334015	AC	2 676C37	\$	*	ş	* -	\$	* .
1001AC	M151R09SM1 060011	AB	2	\$	*	\$	*	ş	* - 0
2001AB	W16AKC37M1 31303334015 W16M3755M108	AC	2 676C37	8	*	\$	*	5	*
2001AC	M151R095M1 060011	AB	2	\$	*	\$	*	\$	*
					NET CHANGE	\$	*		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION		INCREASE/DECREASE
Army Army	BA 2A	97 X4930AC9G 6D 26KB 21 62033000066D6D02P31303326KB	811116	W52H09 W52H09	\$ \$	X MOUNT
				HER CURNON	22	

PRIOR AMOUNT OF EMADE -

NET CHANGE FOR AWARD:

INCREASE/DECREASE

CUNULATIVE OBLIG AMT 1,767,937.77

ACRN EDI ACCOUNTING CLASSIFICATION

AB AC

97 0X0X4930AC9G S11116 56D00006G011D000026KB 21 D60820330000 S11116 66D6D023130333401526KB S11116 66D6D023130333401526KB

S11116 676C37S11116 W52H09

AMENDMENT	OF SOLICITAT	TION/MODIFICATI	ON OF CONTRACT	1. Contract Firm-Fixed		Page 1 Of4
2. Amendment/Modi	fication No.	3. Effective Date	4. Requisition/Purchase Req			io. (If applicable)
0.9		2008JAN28	SEE SCHEDULE			
5. Issued By TACOM-ROCK ISL AMSTA-LC-IBC CHRISTIME CARS ROCK ISLAND IL	ON (309)782-4301	Code #52H09	7. Administered By (If other DCMA DALLAS 600 NORTH PEARL STR SUITE 1630 DALLAS TX 75201-284	EET		Code 8440
	NE. CARSONWUS, ARMY, M	Average and the second	SCD A			РРТ ноозээ
3. Name And Addres	s Of Centractor (No., St	reet, City, County, State and	Zip Code)	9A. Amendme	at Of Solicita	tion No.
OPTEX SYSTEMS 1420 PRESIDENT RICHARDSON, TX	TAL DR			9B. Dated (See	e Item 11)	
			x			act/Order No.
TYPE BUSINESS:	Other Small Busines	se Performing in U.S.		W52H09-05-D-		
Code OBK64	Facility Code			2005AUG01	tem 13)	
	11.	THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF S	OLICITATION	NS	
SPECIFIED MAY	RESULT IN REJECTI	ON OF YOUR OFFER, If I	SNATED FOR THE RECEIPT by virtue of this amendment yo	u desire to cha	nge an offer a	lready submitted, such
opening hour and o	date specified, Appropriation Data (If r (IF APPLICABLE)	equired)	letter makes reference to the s	olicitation and (this amendme	nt, and is received prior to
opening hour and o	date specified, Appropriation Data (If r (IF APPLICABLE) 13, THI	equired) S ITEM ONLY APPLIES T	O MODIFICATIONS OF CO	olicitation and t	this amendme	nt, and is received prior to
2. Accounting And A SEE SECTION G KIND MOD CODE:	date specified, Appropriation Data (If r (IF APPLICABLE) 13, THI G te Order is Issued Pursu	equired) S ITEM ONLY APPLIES T It Modifies The Contra	letter makes reference to the s	olicitation and t NTRACTS/OR Item 14,	this amendme	nt, and is received prior to
A. This Chang The Contr	date specified. Appropriation Data (If r (IF APPLICABLE) 13. THI G FOR Order is Issued Pursu act/Order No. In Item 14 Numbered Contract/Order	equired) S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A. der Is Modified To Reflect 1	O MODIFICATIONS OF CO	NTRACTS/OR Item 14.	DERS hanges Set Fo	nt, and is received prior to
A. This Chang The Contr	date specified. Appropriation Data (If r (IF APPLICABLE) 13. THI G FOR Order is Issued Pursuact/Order No. In Item 14 Numbered Contract/Ore In Item 14, Pursuant To	equired) S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A.	O MODIFICATIONS OF CO act/Order No. As Described In the Administrative Changes (s 13(b).	NTRACTS/OR Item 14.	DERS hanges Set Fo	nt, and is received prior to
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A. This Chang The Contr B. The Above Set Forth I C. This Supple	date specified, Appropriation Data (If r (IF APPLICABLE) 13. THI G te Order is Issued Pursu act/Order No. In Item 14 Numbered Contract/Order 14, Pursuant To	cquired) S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.16 ntered Into Pursuant To Aut and authority)	O MODIFICATIONS OF CO let/Order No. As Described In The Administrative Changes (s 13(b).	NTRACTS/OR Item 14. The Cl uch as changes	DERS hanges Set Fo	nt, and is received prior to
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A. This Chang The Contr B. The Above Set Forth I C. This Supple D. Other (Spec I. MPORTANT: A. Description Of An	date specified. Appropriation Data (If r (IF APPLICABLE) 13. THI G 13. THI G Order is Issued Pursu act/Order No. In Item 14 Numbered Contract/Order Identified Item in Item 14, Pursuant To be mental Agreement Is Entity type of modification Contractor is no mendment/Modification E FOR DESCRIPTION erein, all terms and cond	S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.16 ntered Into Pursuant To Aut and authority) t, X is required to sign (Organized by UCF section	O MODIFICATIONS OF CO act/Order No. As Described In the Administrative Changes (s 3(b). thority Of: this document and return headings, including solicitation	NTRACTS/OR Item 14. The Cl uch as changes	DERS hanges Set For in paying office copies to the I ect matter who	nt, and is received prior to rth In Item 14 Are Made In ce, appropriation data, etc. ssuing Office. ere feasible.)
A. This Chang The Contr B. The Above Set Forth I C. This Supple D. Other (Spec I. MPORTANT: A. Description Of An	date specified. Appropriation Data (If r (IF APPLICABLE) 13. THI G 13. THI G PORTOR IS ISSUED PUTSUE ACT/Order No. In Item 14 Numbered Contract/Ore In Item 14, Pursuant To mental Agreement Is Entity type of modification Contractor Is no mendment/Modification FOR DESCRIPTION	S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.16 ntered Into Pursuant To Aut and authority) t, X is required to sign (Organized by UCF section	O MODIFICATIONS OF CO act/Order No. As Described In The Administrative Changes (s 33(b). thority Of: this document and return	NTRACTS/OR Item 14. The Cl uch as changes n/contract subjected for the changes of Contracting	DERS hanges Set Foin paying officer (Type	nt, and is received prior to rth In Item 14 Are Made In ce, appropriation data, etc. ssuing Office. ere feasible.)
A. This Chang The Contr B. The Above Set Forth I C. This Supple D. Other (Spec E. IMPORTANT: 14. Description Of An	date specified. Appropriation Data (If r (IF APPLICABLE) 13. THI G 13. THI G PORTOR IS ISSUED PUTSU ACTION IN Item 14 Numbered Contract/Ore In Item 14, Pursuant To Semental Agreement Is En- Contractor Is no mendment/Modification E FOR DESCRIPTION Of Signer (Type or print	S ITEM ONLY APPLIES T It Modifies The Contra ant To: 0A. der Is Modified To Reflect T The Authority of FAR 43.16 ntered Into Pursuant To Aut and authority) t, X is required to sign (Organized by UCF section	O MODIFICATIONS OF CO act/Order No. As Described In The Administrative Changes (s) (s) (b). The Administrative Changes (s) (s) (b). The Administrative Changes (s) (s) (c) (c) (d) (d) (d) (d) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e	NTRACTS/OR Item 14. The Cl uch as changes n/contract subjected for changes Of Contracting MY. NIL (309)	DERS hanges Set Foin paying officer (Type	nt, and is received prior to rth In Item 14 Are Made In ce, appropriation data, etc. ssuing Office. ere feasible.)

A63

CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD 09

Page 2 of 4

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 OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT IN THE AMOUNT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT OF FUNDS PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT PAYABLE TO OPTEX AS AN AGREED UPON BQUITABLE ADJUSTMENT PAYABLE ADJUSTMENT PAYABLE ADJUSTMENT PAYABLE ADJUSTMENT PAYABLE ADJUSTMENT PAYABLE ADJUSTMENT PAYABLE PAYA

PHN/SHN W52H09-05-D-0248/0001

THIS EQUITABLE ADJUSTMENT IS FOR COSTS INCURRED IN THE TIMEFRAME OF JANUARY 1, 2007 THROUGH OCTOBER 11, 2007. IT INCLUDES COSTS ASSOCIATED WITH THE NUMEROUS BCPS/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 ***

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CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 09

Page 3 of 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	6			
0004	SECURITY CLASS: Unclassified				
0004AA	EQUITABLE ADJUSTMENT PA				°—* —
	NOUN: M187 MOUNT PRON: 2C6090461A PRON AMD: 01 ACRN: AD AMS CD: 32101366046				Control
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-JAN-2008				
004AB	EQUITABLE ADJUSTMENT SUSTAINMENT				s_ *
	NOUN: M187A1 MOUNT PRON: M181P694M1 PRON AMD: G1 ACRN; AB AMS CD: G60011				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-JAN-2008				
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Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-D-0248/0001

MOD/AMD 09

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

mman I

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 al other disbursements. This is retroactive to the beginning of the order.

*** END OF NARRATIVE GOOD1 ***

LINE	PRON/ AMS CD/		OBLG STAT/				INCREASE/	DECREASE		CUMULATIVE
ITEM	MIPR	ACRN	JOB ORD NO	PRI	OR AMOUNT		AMO			ANOUNT
0004AA	2C6090461A 32101366046 A16P30462R2C	AD	6HM169	s	0.00	Ş	X		\$	*
0004AB	M181F694M1 060011	AB	2	\$	0.00	s	*		\$	*
				NET	CHANGE	\$	*			
SERVICE NAME		- 2.000	CHIRTING OF LOCAL					ACCOUNTING		INCREASE/DECREASE
Army	BY ACRN AB	97	UNTING CLASSI X4930AC9G 6D		6KB 91111			STATION W52H09	1	AMOUNT
Army	AD	21		ISR13P3210132				W52H09	\$	*
								NET CHANGE	\$	*
			PRIOR AMOUNT		INCR		DECREASE		oulat	
NET CHAI	NGE FOR AWARD: \$	*	OF AWARD			DOMA	NT	_01	MIG	AMT

ACRN

97 0X0X4930AC9G S11116 86D00000600110000026KB AB 21 060820330000 S28017 65R5R1332101366046255X

511116 6RM169S28017 W52H09

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AMENDMENT OF SOLICIT		the state of the s	Firm-Fixed-		1888
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req	No.	5. Project N	lo, (If applicable)
10	2008MAY02	SEE SCHEDULE			
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-IBC CHRISTINE CARBON (309) 782-4301 ROCK ISLAND IL 61299-7630	Code W52H09	7. Administered By (If other DCMA TEXAS 600 NORTH PEARL STRE SUITE 1630 DALLAS TX 75201-2843			Code S44
The state of the s		COD.	B10		
EMAIL: CHRISTINE.CARSON@US.ARMY 8. Name And Address Of Contractor (No.		Zin Code) COD A	PAS S4402A56 9A. Amendmen		
OPTEX SYSTEMS INC			22 Marchane	it Of Solicitat	1011 140.
1420 PRESIDENTIAL DR			9B. Dated (See	Tinna TIV	
RICHARDSON, TX 75081-2769			on Dateu (See	nem 11)	
		x	10A. Modificat	ion Of Contra	act/Order No.
TYPE BUSINESS: Other Small Busi	laces Danfarrator to 17 A		W52H09-05-D-0	0248/0001	
Code OBK64 Facility Code	ness Performing in U.S.		10B, Dated (Sec 2005AUG01	e Item 13)	
	11. THIS ITEM ONLY APPLIE			S	
The above numbered solicitation is a					
(a) By completing items 8 and 15, and roffer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE	IVED AT THE PLACE DESIGN	NATED FOR THE RECEIPT	OF OFFERS P	DIOD TO TE	DE MOUID AND DATE
offer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJEC change may be made by telegram or let opening hour and date specified. 2. Accounting And Appropriation Data () ACRN: AB NET INCREASE: 13. T KIND MOD CODE: 8	EVED AT THE PLACE DESIGN CTION OF YOUR OFFER. If by ter, provided each telegram or le If required) THIS ITEM ONLY APPLIES TO It Modifies The Contrac	NATED FOR THE RECEIPT y virtue of this amendment you efter makes reference to the sol	OF OFFERS P desire to chang leitation and th TRACTS/ORD tem 14.	RIOR TO THE ge an offer al- nis amendmen	IE HOUR AND DATE ready submitted, such t, and is received prior to
offer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJECT change may be made by telegram or lett opening hour and date specified. 2. Accounting And Appropriation Data (DACRN: AB NET INCREASE: 13. TELEME MOD CODE: 8 A. This Change Order is Issued Pur The Contract/Order No. In Iten	CIVED AT THE PLACE DESIGNATION OF YOUR OFFER. If by ter, provided each telegram or less of the second of the secon	NATED FOR THE RECEIPT y virtue of this amendment you steer makes reference to the sol MODIFICATIONS OF CON t/Order No. As Described In I	OF OFFERS P desire to chan icitation and th TRACTS/ORD tem 14. The Clu	RIOR TO THE ge an offer al- nis amendmen DERS	TE HOUR AND DATE ready submitted, such t, and is received prior to
offer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJECT change may be made by telegram or lett opening hour and date specified. 2. Accounting And Appropriation Data (DACRN: AB NET INCREASE: ABOUT THE CONTROL BY THE CONTROL OF THE CO	IVED AT THE PLACE DESIGNATION OF YOUR OFFER. If by ter, provided each telegram or less of the contract of the	NATED FOR THE RECEIPT y virtue of this amendment you steer makes reference to the sol MODIFICATIONS OF CON t/Order No. As Described In I	OF OFFERS P desire to chan icitation and th TRACTS/ORD tem 14. The Clu	RIOR TO THE ge an offer al- nis amendmen DERS	TE HOUR AND DATE ready submitted, such t, and is received prior to
offer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJECT change may be made by telegram or lett opening hour and date specified. 2. Accounting And Appropriation Data (DACRN: AB NET INCREASE: ASTAR	IVED AT THE PLACE DESIGNATION OF YOUR OFFER. If by ter, provided each telegram or less of the contract of the	NATED FOR THE RECEIPT y virtue of this amendment you steer makes reference to the sol MODIFICATIONS OF CON t/Order No. As Described In I	OF OFFERS P desire to chan icitation and th TRACTS/ORD tem 14. The Clu	RIOR TO THE ge an offer al- nis amendmen DERS	TE HOUR AND DATE ready submitted, such t, and is received prior to
offer submitted; or (c) By separate lette ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJECT change may be made by telegram or lett opening hour and date specified. 2. Accounting And Appropriation Data (I ACRN: AB NET INCREASE: 13. T KIND MOD CODE: B A. This Change Order is Issued Pur The Contract/Order No. In Item B. The Above Numbered Contract/Set Forth In Item 14, Pursuant' C. This Supplemental Agreement Is	EIVED AT THE PLACE DESIGNATION OF YOUR OFFER. If by ter, provided each telegram or less of the second of the secon	NATED FOR THE RECEIPT y virtue of this amendment you steer makes reference to the sol MODIFICATIONS OF CON t/Order No. As Described In I	OF OFFERS P desire to chan icitation and th TRACTS/ORD tem 14. The Clu	RIOR TO THE ge an offer al- nis amendmen DERS	TE HOUR AND DATE ready submitted, such t, and is received prior to
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MOD/AMD 10

PHN/SHN W52H09-05-D-0248/0001

Page 2 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 13 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 GOODAB FOR A TOTAL CLIN PRICE OF 🗶
- 3) THIS LUMP SUM PAYMENT REPRESENTS A PORTION OF THE REGOTIATED EQUITABLE ADJUSTMENT. TO FOLLOW WILL BE UNIT PRICE ADJUSTMENTS ON AL 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 issu 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 MY THIS MODIFICATION

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE AGOIL ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 10 Page 3 of 4

Name of Offeror or Contractors opens eveness and

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				j = 100.10 = 00.00
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004AB	EQUITABLE ADJUSTMENT SUSTAINMENT				·—×
	NOUN: M187A1 MOUNT PRON: M181F694M1 PRON AMD: 03 ACRN: AB AMS CD: 060011				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	\$ *				
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Reference No. of Document Being Continued Page 4 of 4 CONTINUATION SHEET PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 10 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE MIPR ITEM ACRN JOB ORD NO PRIOR AMOUNT AMOTINT AMOUNT 0004AB M181F694M1 060011 NET CHANGE \$ × SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE ACCOUNTING CLASSIFICATION NAME BY ACRN STATION THUCMA Army AB X4930AC9G 6D 26KB \$11116 NET CHANGE PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE AMOUNT OBLIC AMT NET CHANGE FOR AWARD: \$ 2,515,687.00 EDI ACCOUNTING CLASSIFICATION

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11			SEE SCHEDULE		
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TACOM-ROCK ISL	AND		DCMA TEXAS		414-
AMSTA-LC-IBC			600 NORTH PEARL STR	EET	
CHRISTINE CARS	ON (309)762-4301		SUITE 1630		
ROCK ISLAND IL	61299-7630		DALLAS TX 75201-284	3	
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	NE. CARSONSUS. ARMY. MI		SCD A		DIAPC ADP PT HQ0339
	sava	reet, City, County, State an	d Zip Cede)	9A. Amendment	Of Solicitation No.
OPTEX SYSTEMS					
RICHARDSON, TX				9B. Dated (See I	tem 11)
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			x		
TYPE BUSINESS:	Other Small Busines	e Performing in U.S.		W52H09-05-D-0: 10B. Dated (See	
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State Commence	11.	THIS ITEM ONLY APPLI	IES TO AMENDMENTS OF S	OLICITATIONS	
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is extended	is not extended.				
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A. This Change The Contra B. The Above N Set Forth II C. This Supples D. Other (Speci	a 13, THIS c Order is Issued Pursua net/Order No. In Item 10 Numbered Contract/Orde n Item 14, Pursuant To 7 mental Agreement Is En ify type of modification a Contractor is not, endment/Modification (o FOR DESCRIPTION rein, all terms and condit of Siguer (Type or print)	It Modifies The Contribut To: A. er Is Modified To Reflect The Authority of FAR 43.16 tered Into Pursuant To Authority) X is required to sign Organized by UCF section tions of the document reference to the Control of the Authority Authority Control of the Authority Co	The Administrative Changes (so 03(b). The Administrative	Item 14. The Charles in the charges in copy contract subject retofore changed, of Contracting Of Y.MIL (309) 782	nges Set Forth In Item 14 Are Made paying office, appropriation data, on the last office. The set of the Issuing Office.
A. This Change The Contra B. The Above N Set Forth Is C. This Supples D. Other (Speci IMPORTANT: C. Description Of Am SEE SECOND PAGE cept as provided her d effect. A. Name And Title Co	a 13, THIS c Order is Issued Pursua net/Order No. In Item 10 Numbered Contract/Orde n Item 14, Pursuant To 7 mental Agreement Is En ify type of modification a Contractor is not, endment/Modification (o FOR DESCRIPTION rein, all terms and condit of Siguer (Type or print)	It Modifies The Contribut To: A. er Is Modified To Reflect The Authority of FAR 43.16 tered Into Pursuant To Authority) X is required to sign Organized by UCF section tions of the document reference to the Control of the Authority Authority Control of the Authority Co	act/Order No. As Described In The Administrative Changes (so 03(b). thority Of: this document and return headings, including solicitation theadings, including solicitation the	Item 14. The Charles in the charges in copy contract subject retofore changed, of Contracting Of Y.MIL (309) 782	paying office, appropriation data, or paying office, appropriation data, or paying office, appropriation data, or paying office, matter where feasible.) remains unchanged and in full for ficer (Type or print)
A. This Change The Contra B. The Above N Set Forth Is C. This Supples D. Other (Speci IMPORTANT: C. Description Of Am SEE SECOND PAGE	a 13, THIS c Order is Issued Pursua act/Order No. In Item 10 Numbered Contract/Orde n Item 14, Pursuant To Temental Agreement Is En ify type of modification a contractor is not, endment/Modification (or FOR DESCRIPTION rein, all terms and condition of Signer (Type or print)	It Modifies The Contribut To: A. er Is Modified To Reflect The Authority of FAR 43.16 tered Into Pursuant To Authority) X is required to sign Organized by UCF section tions of the document reference to the Control of the Authority Authority Control of the Authority Co	renced in item 9A or 10A, as he 16A. Name And Title (LISA DEVLIN 12SA. DEVLIN 16B. United States Of A By	Item 14. The Charles in the charges in copy contract subject retofore changed, of Contracting Of Y.MIL (309) 782	nges Set Forth In Item 14 Are Made paying office, appropriation data, of the Issuing Office. matter where feasible.) remains unchanged and in full for ficer (Type or print) -5541 16C. Date Signed

A71

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 11

Page 2 of 4

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 HO7A20D6. AT THE TIME, IT WAS ANTICIPATED THAN UNITS TO ORIGINAL CONFIGURATION (BRASS GEARS) WOULD BE SKIPPED WHILE WAITING FOR STEAL GEARS TO ARRIVE. THE INTENSIFY HAS 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 THE FORT A TOTAL INCREASE OF THE INCRE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0012 ***

Reference No. of Document Being Continued
PHN/SHN N52H09-05-D-0248/0001 MOD/AMD 11

Page 3 of 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
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Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-05-D-0248/0001 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBIG STAT/ INCREASE/DECREASE CUMULATIVE MIPR ACRN JOB ORD NO PRIOR AMOUNT TAMOUNT AMOUNT ITEM 2001AB W16AKC37M1 0.00 AC 1 676C37 31303334015 W16M3755M108 NET CHANGE SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE ACCOUNTING CLASSIFICATION BY ACRN STATION AMOUNT NAME 21 62033000066D6D02P313C3326KB S11116 AC W52H09 Army NET CHANGE INCREASE/DECREASE PRIOR AMOUNT CUMULATIVE OBLIG AMT AMOUNT NET CHANGE FOR AWARD: 2,443,307.00

676C37S11116 W52H09

EDI ACCOUNTING CLASSIFICATION

21 060820330000

S11116 66D6D023130333401526KB

ACRN

AC

1. Contract ID Code AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT Firm-Fixed-Price 2. Amendment/Modification No. 3. Effective Date 4. Requisition/Purchase Req No. 5. Project No. (If applicable) 12 2008JUL17 SEE SCHEDULE Code W52H09 7. Administered By (If other than Item 6) 6. Issued By Code 84402A TACOM-ROCK ISLAND DOMA TEXAS AMSTA-LC-IBC 600 NORTH PEARL STREET CHRISTINE CARSON (309) 782-4301 SUITE 1630 ROCK ISLAND IL 61299-7630 DALLAS TX 75201-2843 SCD A PAS S4402A5601APC ADP PT HQ0339 EMAIL: CHRISTINE.CARSOBOUS.ARMY.MIL 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No. 1420 PRESIDENTIAL DR 9B, Dated (See Item 11) RICHARDSON, TX 75081-2769 10A. Modification Of Contract/Order No. X W52H09-05-D-0248/0001 TYPE BUSINESS: Other Small Business Performing in U.S. 10B. Dated (See Item 13) Code DBK64 Facility Code 2005ADG01 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) X is not, x is required to sign this document and return E. IMPORTANT: Contractor 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 DEVI-TN LISA.DEVLINGUS.ARMY.MIL (309)782-5541

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE

(Signature of person authorized to sign)

15B. Contractor/Offeror

30-105-02

By

16B. United States Of America

/SIGNED/

(Signature of Contracting Officer)

15C. Date Signed

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

16C. Date Signed

2008JUL17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code 2. Amendment/Modification No. 3. Effective Date 4. Requisition/Purchase Req No. 5. Project No. (If applicable) 12 SEE SCHEDULE 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.CARSONOUS.ARMY.MIL SCD A PAS S4402A5601APC ADP PT HQ0339 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No. OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR 9B. Dated (See Item 11) RICHARDSON, TX 75081-2769 10A. Modification Of Contract/Order No. X W52H09-05-D-0248/0001 TYPE BUSINESS: Other Small Business Performing in U.S. 10B. Dated (See Item 13) Code OBK64 Facility Code 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 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) is not, x is required to sign this document and return E. IMPORTANT: Contractor 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.DEVLINGUS.ARMY.MIL (309)782-5541

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE

orized to sign)

30-105-02

By

16B. United States Of America

(Signature of Contracting Officer)

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

16C. Date Signed

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 12

Page 2 of 9

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 Y

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

TEIS 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 OFFICE 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 OFFIX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND ANY OTHER MATTERS, OCCURRING ON OR BEFORE 4 MARCH 2008, INCLUDING ANY CLAIMS FOR DELLAY, 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 ***

Reference No. of Document Being Continued PIIN/SIIN W52N05-05-D-0248/0001 MOD/AMD 12 Page 3 of 9

ITEM NO		SUPPLIES/SEF	IVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - S	UPPLIES OR SERV	ICBS AND PRICES/COSTS	Para de la constanta de la con			
0001	NSN: 1240-01- FSCM: 19200 PART NR: 1294 SECURITY CLASS		a				
0001AB	PRODUCTION OF	PARTITY		*	EA	*_*	\$ 802,122.27
	NOUN: MOUNT, T PRON: W15AACC AMS CD: 33104	6M1 PRON AM	D: 03 ACRN: AA				=
	SPI P129	KING/SPECIFICAT 84689 ATION: Military					
	Inspection an INSPECTION: 0		TANCE: Origin				
	001 W52H095	SUPPL STRIP ADDR 181T700 W52H10 J CD BRK BL		<u>D</u>			
	DEL REL CD 004	OUANTITY	DEL DATE 30-APR-2007			± ±	
	005	*	30-MAY-2007				
	006	*	30-MAY-2009				
	007	*	30-JUN-2009	Ĩ			
	008	*	30-JUL-2009				
	009	*	30-AUG-2009		1		
	010	*	30-SEP-2009				
	011	*	30-OCT-2009				
	012	*	30-NOV-2009	į.			
*	013	*	30-DEC-2009		1		
	FOR POINT: Des	FERRETOR					
11		USA ROCK ISL AN			3.	2.5	
1	310	G Z99 GIDLESPIR	AV AND BECK LANE			*Confidential	Treatment Request

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 12 Page 4 of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
0001AC	PRODUCTION QUANTITY	*	EA	5_ *	\$ 672,169.50
	MOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 07 ACRN: AB AMS CD: 060011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0951802900 W52H1C J 1 DEL REL CD QUANTITY DEL DATE 004 \$ 30-JUL-2008				
	005 A 30-AUG-2008				
	006 X 30-SEP-2008				
	007 A 30-007-2008				
	008 * 30-NOV-2008				
	909 * 30-DEC-2008				
	FOB POINT: Destination				
	SHIP TO: (W52HlC) XU USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
	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-JAN-2009				e)r
	002 ¥ 28-FEB-2009			*Confidential	Treatment Reque

Reference No. of Document Being Continued PIIN/SIIN W52809-05-D-0248/0001 MOD/AMD 12 Page 5 of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	003				
	FOR POINT: Destination				
	SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
L001	NSN: 1240-01-483-5324 SECURITY CLASS: Unclassified				
COLAB	UNIT PRICE INCREASE				\$ * _
	NOUN; UNIT PRICE INCREASE PRON: W16ALC37M1 PRON AMD: G2 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 GOGIAB) THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin) El			
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE		-		8
g/)	001 0 30-JUN-2009 \$ ★				
001AC	UNIT PRICE INCREASE	*	EA S	*	\$ *
	NOUN: UNIT PRICE ADJUSTMENT PRON: M151R099M1 PRON AMD: 07 ACRN: AB				e men appell
			-	*Confidentia	l Treatment Requ

Reference No. of Document Being Continued

Page 6 of 9

PHN/SHN W52H09-05-D-024B/0001 MOD/AMD 12

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT I

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMS CD: 060011				
	TTEMS Shipped ON CLIN 0001AC SHALL ALSO BE BILLED AGAINST THIS CLIN 1001AC FOR \$774 EACH UP TO 150 UNITS.				
	THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPARATE DELIVERY REQUIRED.	1			
	(End of nerrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DDC SUPPL				
	REL CD MILSTRIF ADDR SIG CD MARK FOR TP CD				
	FOB POINT: Destination			1	
	SHIP TO:			1	
	(W52H1C) XU USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TF CD				
	FOR POINT: Destination			1	
	SHIP TO: (W25GlU) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
2001	NSN: 1240-01-483-5324 SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 12 Page 7 of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	UNIT PRICE INCREASE				·—×
	NOUN: UNIT PRICE INCREASE PRON: 2C8130221A PRON AMD: 01 ACRN: AE AMS CD: 32101366022			60	
	ITEMS SHIPPED ON CLIN COCIAB, AND ALSO BE BE CLIN 1001AB FOR \$774, SHALL ALSO BE BILLED A CLIN 2001AB FOR \$447.27 EACH, UP	GAINST THIS			
	UNITS. (20 units have previously shipped on Clin 00	OLAB)			
	THIS CLIN IS FOR BILLING PURPOSES NO SEPARATE DELIVERY REQUIRED.	ONLY.			1)
	(End of narrative B001)	194			
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH				
	* *				
	"NEW CONFIGURATION"				194
	(End of narrative A001)				
001AC	UNIT PRICE INCREASE	*	EA	s-+ ·	\$X
	NOUN: UNIT PRICE INCREASE PROM: M151R095M1 PROM AMD: 07 ACRN: AB AMS CD: 060011				
	(Deleted narrative B0001)				
	ITEMS SHIPPED ON CLIN 0001AC, AND ALSO BE BI CLIN 1001AC FOR \$774, SHALL ALSO BE BILLED & CLIN 2001AC FOR \$447.27 EACH, UP T UNITS.	GAINST THIS			
	THIS CLIN IS FOR BILLING PURPOSES NO SEPARATE DELIVERY REQUIRED.	ONLY.			
	(End of narrative B002)		- t		I
		14	*(Confidential T	reatment Reques

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 12 Page s of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	recording the Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095180Z900 W52H1C J 1 DEL REL CD QUANTITY DEL DATE				
	001 DELETED			1	
	FOB POINT: Destination		1		
	SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000				
	CONTRACT/DELIVERY ORDER NUMBER W52R09-05-D-0248/0001		9	1	
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H095208Z9901 W25G1U J DEL REL CD QUANTITY DEL DATE				
31	001 DELETRO				
	FOR POINT: Destination				
	SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND PA 17070-5002				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001				
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Reference No. of Document Being Continued CONTINUATION SHEET Page 9 of 9 PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 12 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE ITEM MIPR ACRM JOB ORD NO THUCMA 0001AC M151R095M1 TRUOMA AB 2 x 1001AB W16ALC37M1 AC 2 阜 31303334015 676C37 1001AC M151R095M1 AB 060011 2001AB 2C8130221A AB 2 32101366022 8RM223 A18P30222R2C 2001AC M151R095M1 2 \$ 060011 × NET CHANGE SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE NAME BY ACRN ACCOUNTING CLASSIFICATION STATION Army AMOUNT AB 97 X4930AC9G 6D 26KB S11116 W52H09 Army AC 21 62033000066D6D02P31303326KB 511116 W52H09 Army AB 21 W52H09 NET CHANGE 华 PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG AMT NET CHANGE FOR AWARD:

S11116

676C37S11116 W52H09

8RM223S28017 W52H09

EDI ACCOUNTING CLASSIFICATION

S11116 56D00000600110000026KB

811116 66D6D023130333401526KB

\$28017 B5R5R133210136602231E1

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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 13

Page 2 of 5

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 MARRATIVE AD014 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 13 Page 3 of 5

ITEM NO		SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - 1	SUPPLIES OR SERV	ICES AND PRICES/COSTS				
0001	NSN: 1240-0: FSCM: 19200 PART NR: 129 SECURITY CLS		i				
0001AB	PRODUCTION C	YTTTNAUG		×	EA	\$_ *	\$ 802,122,27
		TELESCOPE AND COGML PRON AME 4540041): 03 ACRN: AA				
	SPI P12	CKING/SPECIFICAT 984689 VATION: Military					
	Inspection a	<u>nd Acceptance</u> Origin ACCEP	TANCE: Origin				·
	DOC REL CD MII 001 W52H099 PRO	5181T700 W52H1C OJ CD BRK BL	T				
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	005	*	30-MAY-2007				
	006	*	30-JUN-2009				
	007	*	30~JUL-2009				
	008	*	30-AffG-2009				(
	009	*	30-SEP-2009				1.
	010	*.	30-0CT-2009				Ŕ
	011	*	30-304-2009				
	012	*	30-DEC-2009				
	013	*	30-JAN-2010				
	FOH POINT: De	stination					
		USA ROCK ISL AR DG 299 GILLESPIE	SENAL AV AND BECK LANE		-		
					*	Confidential T	reatment Request

Reference No. of Document Being Continued PHN/SHN N52H09-05-D-0248/0001 MOD/AMD 13 Page 4 of 5

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT AMOUNT UNIT PRICE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 0001AC PRODUCTION QUANTITY 5 × 672,169.50 X NOUN: MOUNT, TELESCOPE AND PRON: M151R095M1 PRON AMD: 09 ACRN: AB AMS CD: 060011 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance REL CD MILSTRIP REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095180Z900 W52H1C J 1 DEL REL CD QUANTITY DEL DATE 30-JUL-2008 004 **%** * 30-SEP-2008 005 006 30-0CT-2008 007 30-NOV-2008 008 30-DEC-2008 30-JAN-2009 009 FOB POINT: Destination SHIP TO: (WS2H1C) XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001 DOC SUPPL
 REL CD
 MILSTRIP
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 SIG CD
 MARK FOR
 TP CD

 002
 W52H0952082901
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 REL CD MILSTRIP DEL REL CD QUANTITY DEL DATE 28-FEB-2009 * * 30-MAR-2009 002

Reference No. of Document Being Continued PIIN/SIIN @52H09-05-D-0248/0001 MOD/AMD 13 Page s of s

ITEM NO		SUPPLIES/SERV	TCES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	003	*	30-APR-2009				
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	SHIP TO: (W25G1U)	SU TRANSPORTATION	OFFICER				
	1.00000000	DDSP NEW COMBERLAN	D FACILITY				
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		CONTRACT/DELIVERY	ORDER NUMBER	4			
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					*	Confidential Tr	eatment Reques

ALIANIA OF BOLICITA	TION/MODIFICATI	ON OF CONTRACT	1. Contract ID Code Firm-Fixed-Price	Page 1 Of5
2, Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		ect No. (If applicable)
14	2009MAY18	SEE SCHEDULE		
i, Issued By	Code W52H09	7. Administered By (If other	than Item 6)	Code 5440
TACOM-ROCK ISLAND		DCMA, TEXAS		
AMSTA-LC-IBC		600 NORTH PEARL STRE	ET	
CHRISTINE CARSON (309)782-4301		SUITE 1630		
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-28	43	
		nem .		1740-00-00-00-00-00-00-00-00-00-00-00-00-0
EMAIL: CHRISTINE. CARSONOUS. ARMY.	the state of the s	Zin Code) SCD A	PAS 84402A5601APC 9A. Amendment Of Sol	1995
OPTEX SYSTEMS INC.	aren, eng, county, state and	Lip code)	JA: Amenimient Of Bor	icitation 140.
1420 PRESIDENTIAL DR				
RICHARDSON, TX 75081-2439			9B. Dated (See Item 11)	(
		x	10A. Modification Of C	ontract/Order No.
TYPE BUSINESS: Other Small Busine	ess Performing in U.S.		W52H09+05-D-0248/00 10B. Dated (See Item 1:	
Code OBK64 Facility Code			2005AUG01	<i>y</i>
13	I. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	DLICITATIONS	
The above numbered solicitation is am	ended as set forth in item 14.	The hour and date specified fo	r receipt of Offers	
is extended, is not extended	i.			
Offers must acknowledge receipt of this a	amendment prior to the hour s	and date specified in the solicit	ition or as amended by	one of the following methods:
(a) By completing items 8 and 15, and ret				
offer submitted; or (c) By separate letter				
ACKNOWLEDGMENT TO BE RECEIV				
SPECIFIED MAY RESULT IN REJECT				
change may be made by telegram or lette				
opening hour and date specified.	n, provided tach telegram of .	ence manes reference to the se	nemation and this amen	unican, and is received prior to
2. Accounting And Appropriation Data (If	required)			
NO CHANGE TO OBLIGATION DATA				
HEAD OF COME AND THE COME AND T				
KIND MOD CODE; 8		O MODIFICATIONS OF COR ct/Order No. As Described In		
A. This Change Order is Issued Purs The Contract/Order No. In Item			The Changes Se	t Forth In Item 14 Are Made In
B. The Above Numbered Contract/O	rder Is Modified To Reflect T		ch as changes in paying	office, appropriation data, etc.
Set Forth In Item 14, Pursuant T		3(b).		
	Entered Into Pursuant To Aut	hority Of-		
C. This Supplemental Agreement Is		hority Of:		
C. This Supplemental Agreement Is		hority Of:		
C. This Supplemental Agreement Is I D. Other (Specify type of modification I. IMPORTANT: Contractor is a	on and authority)	this document and return		the Issuing Office.
C. This Supplemental Agreement Is I D. Other (Specify type of modification L. IMPORTANT: Contractor is a	on and authority)	this document and return		
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C. This Supplemental Agreement Is I D. Other (Specify type of modification L. IMPORTANT: Contractor is a	on and authority)	this document and return		
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C. This Supplemental Agreement Is I D. Other (Specify type of modification IMPORTANT: Contractor is in A. Description Of Amendment/Modification	on and authority)	this document and return		
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C. This Supplemental Agreement Is I D. Other (Specify type of modification LIMPORTANT: Contractor is a 4. Description Of Amendment/Modification SEE SECOND PAGE FOR DESCRIPTION Except as provided herein, all terms and cound effect.	on and authority) not, X is required to sign in (Organized by UCF section in the control of the document reference of the document reference on the control of the document reference of the document r	this document and returnheadings, including solicitation enced in item 9A or 10A, as he lisa. Name And Title 6	contract subject matte retofore changed, rema of Contracting Officer (r where feasible.) ins unchanged and in full force Type or print)
C. This Supplemental Agreement Is I D. Other (Specify type of modification L. IMPORTANT: Contractor is a 4. Description Of Amendment/Modification SEE SECOND PAGE FOR DESCRIPTION Except as provided herein, all terms and cound effect. 5A. Name And Title Of Signer (Type or print)	on and authority) not, X is required to sign in (Organized by UCF section in in the control of the document reference)	enced in item 9A or 10A, as he 16A. Name And Title 0 LISA DEVLINGUS. ARI	retofore changed, rema Of Contracting Officer (NY.MIL (309) 782-5543	r where feasible.) ins unchanged and in full force Type or print)
C. This Supplemental Agreement Is I D. Other (Specify type of modification L. IMPORTANT: Contractor is not at the contractor in the contractor is not at the contractor is	on and authority) not, X is required to sign in (Organized by UCF section in the control of the document reference of the document reference on the control of the document reference of the document r	this document and returnheadings, including solicitation enced in item 9A or 10A, as he lisa. Name And Title 6	retofore changed, rema Of Contracting Officer (NY.MIL (309) 782-5541 America	r where feasible.) ins unchanged and in full force Type or print)
C. This Supplemental Agreement Is I D. Other (Specify type of modification IMPORTANT: Contractor is in A. Description Of Amendment/Modification	on and authority) not,	this document and returnheadings, including solicitation enced in item 9A or 10A, as he life. Name And Title LISA. DEVLINGUS. ARU 16B. United States Of By	retofore changed, rema Of Contracting Officer (NY.MIL (309) 782-5543	r where feasible.) ins unchanged and in full force Type or print)

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0001

MOD/AMD 14

Page 2 of 5

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 GOOLAC HAS BEEN REVISED. ALL SHIPMENTS ON CLIN GOOLAC SHALL BE SHIPPED TO RIA: SEE SCHEDULE,

PLEASE NOTE THAT FOR BILLING PURPOSES, SHIFMENTS AGAINST CLIN 0001AB SHALL ALSO BE BILLED AGAINST CLINS 1001AB AND 2001AB. LIKEWISE, SHIFMENTS 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 ***

Reference No. of Document Being Continued PIN/SIIN W52H09-05-D-0248/0001 MOD/AMD Page 3 of 5

*Confidential Treatment Requested

PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 14 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 + 0001AB PRODUCTION QUANTITY EA 2 5_ \$_X 802,122.27 NOUN: MOUNT, TELESCOPE AND PRON: W1SAACO6M1 PRON AMD: 03 ACRN: AA AMS CD: 33104540041 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI P12984689 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance REL CD MILSTRIP ADDR SIG CD MARK FOR TF CD 001 W52H095181T700 W52H1C J 1 REL CD PROJ CD BRK BLK PT G19 QUANTITY DRL REL CD DEL DATE 004 30-APR-2007 X 005 30-MAY-2007 30-SEP-2009 007 30-OCT-2009 008 30-NOV-2009 大 009 30-DEC-2009 010 30-JAN-2010 × 011 * 28-FEB-2010 * 012 30-MAR-2010 * 013 30-APR-2010 FOB POINT: Destination SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0001 MOD/AMD 14 Page 4 of 5

TEM NO		SUPPLIES/SE	RVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BOOLAC	PRODUCT	ION QUANTITY		*	EĄ	\$- j \$\disp\ 2	\$672,169.5
	NOUN: MO PRON: MI AMS CD:	OUNT, TELESCOPE AND 151R095M1 PRON A 060011	MD: 10 ACRN: AB				
	PACKAGIN SPI LEVEL PR	ng and Marking NG/PACKING/SPECIFICA P12984689 RESERVATION: Militar CKING: A					
	Inspection Inspection	on and Acceptance ON: Origin ACCE	PTANCE: Origin				
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	REL CD 001 W52 DEL REL C	MILSTRIP ADDR 2H0951802900 W52H10	SIG CD MARK FOR TP C	<u> </u>			
- 1	005	*	30-SEP-2008		- 1		
	006	*			- 1		
	007	*	30-OCT-2008				
1	008	*	30-NOV-2008	1 1			
	009	(1	30-MAR-2009				
		*	30-APR-2009				
	FOB POINT:	: Destination					
	SHIP TO: (WS2H1C)	CONTRACT/DELIVERY	CAV AND BECK LANE IL 61299-5000 ORDER NUMBER				
	DOC REL CD 002 W52H DEL REL CD	095208Z901 W52H1C	SIG CD MARK FOR TP CD J 1 DEL DATE				
	001	*	30-MAY-2009			1	
	002	*	30-JUN-2009			1	
	003	*	30-JUL-2009				
	004	*	30-ADG-2009				
,	FOB POINT:	Destination					



Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0001 MOD/AMD 14

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

TEM NO		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TEM NO	SHIP TO: (W52H1C)	SUPPLIES/SERVICES XU USA ROCK ISL ARSENAL BLOG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0001	QUANTITY	UNIT	UNIT PRICE	AMOUNT

									3	1792-0	2 A-
				ORDER	FOR SUPPLIE	S OR SERVIC	ES				PAGE 1 OF 4
	ACT PURCH		ER/AGREEMENT NO.	2. DELIVER	Y ORDER/CALL NO.	J. DATE OF OR (YYYYMMMD) 2006FEB0))	Volume Co.	QUISITION/FURCH R	EQUEST NO.	S. PRIORITY
6. ISSUED	BY	-			52H09 7, ADMI	NISTERED BY (If other		I ppr	A STATE OF THE PARTY OF THE PAR	34402A	DOAS DELIVERY FOR
CHR:	K ISLAND	-C RBO IL	ND N (309)782-4301 61299-7630 E.CARSON@US.ARMY	.MIL		DCMA DALLAS 600 NORTH PEAR! SUITE 1630 DALLAS TX 7520	STREET 1-2643				X DESTINATION OTHER (See Schedule if
9. CONTR	ACTOR			CODE 0		D: A PAS: ACILITY	NONE 10. DEL	VERTO	ADP PT: HQ03 FOR POINT BY (Date)		L X IF BUSINESS IS
NAME AND ADDRESS	1420 RICHA	PRE	STEMS INC SIDENTIAL DR ON, TX 75081-276	9		*** <u>*</u>	SEE 5	CHEDUL	DD) E RMS		SMALL SMALL DISADVANTAGED WOMAN-OWNED
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14. SHIP T SEB	O SCHEDULE			CODE		MENT WILL BE MADI DFAS COLUMBUS (DFAS-CO/WEST BY PO BOX 182381 COLUMBUS OH 4	TENTER		con ATIONS	DE HÖ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS I AND 1
16, TYPE	CALL	x	THIS DELIVERY ORDER	IS ISSUED ON A	NOTHER COVERNMEN	T AGENCY OR IN ACCOU	DANCE WITE	AND SUBJ	ECT TO TERMS AND CO	NDITIONS OF ABOVE	NUMBERED CONTRACT.
OF ORDER	PURCHASE		The state of the s		Written Quotation ish the fallowing on to		. Date				
		L	ACCEPTANCE, THE BEEN OR IS NOW MO	CONTRACTO DIFTED, SUB	R HEREBY ACCEPT	IS THE OFFER REPR	ESENTED B	THENU	MBERED PURCHAS	E ORDER AS IT M	AY PREVIOUSLY HAVE
		d, su	FRACTOR pplier must sign Acceptar ROPRIATION DATA/LO		SIGNATURE	of cogées:	TYPED N	AME ANE	тпе		IGNED IMMED)
SEE	SCHEDULE										
18. ITEM N		СНЕ	DULE OF SUPPLIES/SE	RVICE		20. QUANTITI ORDERED/ ACCEPTED		21. UNIT	22. UNIT PRICE	23. AMOUNT	
	CON	TRA irm	HEDULE CT TYPE: -Fixed-Price F CONTRACT: ly Contracts and	Priced O	rders						
	necepted by th				TES OF AMERICA					25. TOTAL	\$245,150.00
	intity ordered, enter actual a		ente by X. ty accepted below	VI	CKI AHLGRIM /S CKI.AHLGRIMBUS	SIGNED/ S.ARMY.MIL (309	782-322	0		26. DIFFERENCES	
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			20 HAS BEEN ECEIVED AC	CERTATE A A	n couronus en c	ONTRACT EXCEPT A	e somers				
	URE OF AUT	-	IZED GOVERNMENT R	managed and the same of the sa		e. DATE (YYYMMM)	d		D NAME AND TITLE ESENTATIVE	OF AUTHORIZED	GOVERNMENT
e. MAILIN	G ADDRESS (OF A	UTHORIZED GOVERNN	IENT REPRES	SENTATIVE	28, SHIP, NO	29.	D.O. VOL	ICHER NO.	30. INITIALS	
C TELEPH	ONE NUMBE	R	g. E-MAIL AI	DRESS		PARTI	AL.	PAID BY		33. AMOUNT VE	RIFIED CORRECT FOR
		120				JII FALMEN				JA. CHECK HUN	rough.
36, I CERT	IFY THIS ACC	OU	NT IS CORRECT AND P			COMP	LETE				000000000000000000000000000000000000000
n, DATE (YYYYMM	мору		b. SIGNATURE AND T	ITLE OF CER	TIFYING OFFICER	PARTE	NL.			35. BILL OF LA	NNG NO.

DD FORM 1155, DEC 2001

38. RECEIVED BY (Print)

37. RECEIVED AT

PREVIOUS EDITION IS OBSOLETE.

39. DATE RECEIVED (YYYYMMMDD) 40. TOTAL CON-TAINERS

41.5/R ACCOUNT NUMBER

42, S/R VOUCHER NO.

Reference No. of Document Being Continued

MOD/AMD

Page 2 of 4

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 - - each, M187Al Mount Telescope, MSN: 1240-01-483-5324, P/N: 12984689, unit price . . total

PHN/SHN W52H09-05-D-0248/0002

- 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 ***

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0002 MOD/AMD

Page 3 of 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS			perhatura yang serias	
0001	NSR: 1240-01-483-5324 PSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified				10
0001AB	PRODUCTION QUANTITY	*	EA	·4	•
	NOUN; MOUNT, TELESCOPE AND PRON: M161F756M1 PRON AMD: 01 ACRN: AA AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0960242904 W25GIU J 1 DEL REL CD QUANTITY DEL DATE 001 \$25-SEP-2007				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002				
	DOC SUPPL				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000				
	CONTRACT/DBLIVERY ORDER NUMBER M52H09-05-D-0248/0002				

Reference No. of Document Being Continued Page 4 of 4 CONTINUATION SHEET PHN/SHN W52H09-05-D-024B/0002 Name of Offeror or Contractor: OPTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA PROM/ JOB LINE AMS CD/ OBLG ORDER ACCOUNTING OBLIGATED ITEM NUMBER BTATION AMOUNT 26KB 811116 W52H09 060011 TOTAL D. SERVICE ACCOUNTING OBLIGATED NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION THUUNK Army AA X4930AC9G 6D 26KB S11116 W52H09 Age. 245,150.00

AMENDMENT OF SOLICITA 2. Amendment/Modification No.			Firm-Fixed-	The second secon	1/40/000 194288770V
300	3. Effective Date	4. Requisition/Purchase Req	No.	5. Project N	io. (If applicable)
01	2006JUL26	SBE SCHEDULE			
6. Issued By	Code W52H09	7. Administered By (If other	than Item 6)		Code \$4402
TACOM-ROCK ISLAND AMSTA-LC-CFA-C		DCMA DALLAS	T PAGE		
CHRISTINE CARSON (309)782-4301		600 NORTH PEARL STR	SET		
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-284	1		
EMAIL: CHRISTINE, CARSON@US, ARMY, M	MIT.	(2002-2000)			
8. Name And Address Of Contractor (No., S	Street, City, County, State and	SCD A	9A. Amendmen		PPT HQ0339
OPTEX SYSTEMS INC	N 2500 - 5500	LU .			100 110.
1420 PRESIDENTIAL DR			80 D - 140		
RICHARDSON, TX 75081-2769		1	9B. Dated (See	Item 11)	
		[X]	10A. Modificati	ion Of Contr	act/Order No.
			W52H09-05-D-0		CONTRACT MERCELITATION
TYPE BUSINESS: Other Small Busine	ess Performing in U.S.	1 +	10B. Dated (See		
Code OBK64 Facility Code			2006FBB03	: Hein 13)	
11.	. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	OLICITATIONS	S	
The above numbered solicitation is ame	ended as set forth in item 14.	The hour and date specified fo	r receipt of Offe	ers	
is extended, is not extended.					
Offers must acknowledge receipt of this as	mendment prior to the hour a	and date specified in the solicit	ation or as amen	ided by one o	f the following methods:
(a) By completing items 8 and 15, and retu	arning contra	f the amendments: (b) By acke	invitedaina recei	nt of this am	andmont on such come of the
(a) by completing seems b and 15, and lett	mang copies o				
offer submitted; or (c) By separate letter of	or telegram which includes a	reference to the solicitation and	d amendment an	unhers FAII	TIRE OF VOUR
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Reference No. of Document Being Continued

MOD/AMD 01

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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 (H0GA2048). THIS ECP INVOLVES RETROPITTING A NEW QUICK DISCONNECT TO UNITS CURRENTLY IN PRODUCTION (50).

PHN/SHN W52H09-05-D-0248/0002

2) THIS IS A TOTAL INCREASE TO THIS DELIVERY ORDER OF A

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE A 002 ***

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0002 MOD/AMD 01

Page 3 of 4

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 0001AB A PRODUCTION QUANTITY \$___ Eλ \$___ 4 NOUN: MOUNT, TELESCOPE AND PRON: M161F756M1 PRON AMD: 01 ACRN: AA AMS CD: 060011 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0960242904 W25G1U J 1 REL CD DEL REL CD QUANTITY DEL DATE 001 25-SEP-2007 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W25G1U) SU TRANSPORTATION OFFICER DOSP NEW CUMBERGAND PACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002 DOC SUPPL REL CD | MILSTRIP | ADDR | SIG CD | MARX FOR TP CD | 100 | W52H096024Z905 | W62G2T | J | 1 REL CD DEL REL CD QUANTITY DEL DATE 001 A 25-OCT-2007 FOR POINT: Destination SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25500 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CR 95304-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002

Reference No. of Document Being Continued

MOD/AMD 01

Page 4 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

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ITEM MIPR 0001AB M161F756M1 060011

ACRN JOB ORD NO

PRIOR AMOUNT

PHN/SHN W52H09-05-D-0248/0002

INCREASE/DECREASE

AMOUNT

COMULATIVE

AMOUNT X

NET CHANGE

SERVICE

NAME

NET CHANGE BY ACRN AA

ACCOUNTING CLASSIFICATION X4930AC9G 6D

26KB S11116

ACCOUNTING STATION

W52H09

INCREASE/DECREASE AMOUNT

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AMENDMENT OF SOLICI	TATION/MODIFICATI	ON OF CONTRACT	1. Contract ID Cod Firm-Fixed-Price	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		roject No. (If applicable)
02	2007APR26	SEE SCHEDULE		
6. Issued By	Code w52H09	7. Administered By (If other	than Item 6)	Code S4402A
TACOM-ROCK ISLAND		DCMA DALLAS		211020
AMSTA-LC-GFA-B		600 NORTH PEARL STRE	ET	7.
CHRISTING CARSON (309) 782-430	01	SUITE 1630		
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2843		
EMAIL: CHRISTINE.CARSON@US.As	RNY, MIL	SCD A	DAC HOUSE	
8. Name And Address Of Contractor (N	No., Street, City, County, State and		PAS NONE 9A. Amendment Of S	ADP PT HQ0339
OPTEX SYSTEMS INC	8 Y 1500 F 6 R 6 R 7 T F F F F F F F F F F F F F F F F F F	ш.		
1420 PRESIDENTIAL DR				
RICHARDSON, TX 75081-2769			9B. Dated (See Item 1	11)
		x	10A. Modification Of	Contract/Order No.
			W52H09-05-D-0248/	0002
TYPE BUSINESS: Other Small Bu	siness Performing in U.S.	-	10B. Dated (See Item	30.0000
Code OBK64 Facility Cod	de		2006FEB03	
	11. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	LICITATIONS	
The above numbered solicitation is	s amended as set forth in item 14.	The hour and date specified fo	r receipt of Offers	
is extended, is not exte				
Offers must acknowledge receipt of t	this amendment prior to the hour a	and date specified in the solicita	tion or as amended b	y one of the following methods:
(a) By completing items 8 and 15, and	d returning copies of	of the amendments: (b) By acknowledge	swledging receipt of	this amendment on each convocate
offer submitted; or (c) By separate le	tter or telegram which includes a	reference to the solicitation and	amendment number	FAILUDE OF VOUR
ACKNOWLEDGMENT TO BE REC	CEIVED AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS PRIOR	TO THE HOUR AND DATE
SPECIFIED MAY RESULT IN REJ	ECTION OF YOUR OFFER. IT	ev 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 I	etter makes reference to the sol	icitation and this and	endment and is received prior to the
opening hour and date specified.				and mention in a received prior to the
12. Accounting And Appropriation Date	a (If required)			
ACEN: AA NET INCREASE: /	26 CO CO 5 CO			
KIND MOD CODE: 8	THIS ITEM ONLY APPLIES TO It Modifies The Contra	O MODIFICATIONS OF CON ct/Order No. As Described In I		
A. This Change Order is Issued		***	The Changes	Set Forth In Item 14 Are Made In
The Contract/Order No. In I		To Administration Champion	t to the state of	ng office, appropriation data, etc.)
Set Forth In Item 14, Pursua	nt To The Authority of FAR 43.10	3(b).	en as changes in payi	ng office, appropriation data, etc.)
C. This Supplemental Agreemen	t Is Entered Into Pursuant To Aut	hority Of:		
X D. Other (Specify type of modifie	cation and authority)			
E. IMPORTANT: Contractor X	is not, is required to sign	this document and return	anning t	o the Issuing Office.
4. Description Of Amendment/Modific				
SEE SECOND PAGE FOR DESCRIPTION	ON			
Except as provided herein, all terms and	conditions of the document refer	enced in item 9A or 10A, as her	etofore changed, rem	mins unchanged and in full force
nd effect. 5A. Name And Title Of Signer (Type or				
and the Or Signer (1 ype or	r print)	16A. Name And Title O		
5B. Contractor/Offeror	160 Dec 61.	LISA. DEVLINGUS, ARM		The second secon
3D. COMPRESOR/OHEFOF	15C. Date Signed	16B. United States Of A	merica	16C. Date Signed
(Single-state of the state of t	COPACIA CO	The second secon	/SIGNED/	2007APR26
(Signature of person authorized to	r sign/	The state of the s	Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-105-02		DARD FORM 30 (REV. 10-83) ibed by GSA FAR (48 CFR) 53.243

A103

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 4

PIIN/SIIN W52H09-05-D-9248/0002 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

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

1) THE UNIT PRICE ON DELIVERY ORDER 0002 IS INCREASED BY FOR A TOTAL PRICE OF A

2) ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE A 0003 ***

A104

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN #52H09-05-D-024B/0002 MOD/AMD 02

Page 3 of 4

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 0003 NSN: 1240-01-483-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified * 0001AB PRODUCTION QUANTITY EA \$__ -32 NOUN: MOUNT, TELESCOPE AND PRON: M161F756M1 PRON AMD: 04 ACRN: AA AMS CD: 060011 Packaging and Marking Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance boc SUPPL ADDR SIG CD MARK FOR TP CD REL CO MILSTRIP 001 W52H096024X904 W25G1U J DEL REL CD QUANTITY DEL DATE 003 25-SEP-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER WS2H09-05-D-0248/0002 SUPPL DOC
 REL CD
 MILSTRIP
 ADDR
 SIG CD
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 TF CD

 002
 M52H0960242905
 M62G2T
 J
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 REL CD DEL REL CD OUANTITY DEL DATE 25-OCT-2007 中 001 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (M62G2T) KU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0246/0002

MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

060011

LINE AMS CD/ ITEM MIPR 0001AB M161F756M1 OBLG STAT/

ACRN JOB ORD NO

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INCREASE/DECREASE

COMULATIVE AMOUNT 4

Page 4 of 4

NET CHANGE 4

NAME

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BY ACRN AA

ACCOUNTING CLASSIFICATION X4930AC9G 6D

26KB S11116

ACCOUNTING STATION

W52H09

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EDI ACCOUNTING CLASSIFICATION

NET CHANGE FOR AWARD: S

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S11116

AMENDMENT OF SOLICITAT	ION/MODIFICATI	ON OF CONTRACT	1. Contract		Page 1 Of4
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase R	Firm-Fixed	The second second	(If applicable)
03	62000000000000000	Particle Co. 19 - Co. 19 and Carlotte Co. 19 a	rd i i i	3. Troject ito	(11 applicable)
. Issued By	2008JUL17 Code W52H09	SEE SCHEDULE	0 V 0		
TACOM-ROCK ISLAND	Code wsznos	7. Administered By (If oth DCMA TEXAS	er than Item 6)		Code 8440
AMSTA-LC-IBC		600 NORTH PEARL ST	PREET		
CHRISTINE CARSON (309)782-4301		SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-28	143		
EMAIL: CHRISTINE, CARSONSUS, ARMY, MI		SCD A	PAS NONE	ADP	РТ нооззэ
Name And Address Of Contractor (No., Str.	cet, City, County, State and	Zip Code)	9A. Amendme	ent Of Solicitatio	n No.
OPTEX SYSTEMS INC		SELECTION SELECT			
1420 PRESIDENTIAL DR		li li	9B. Dated (Se	a Trans (11)	
RICHARDSON, TX 75081-2769		31	SP. Dated (Se	e item 11)	
		x	10A. Modifica	tion Of Contrac	t/Order No.
		<u> </u>	ME2000 05 5	22424222	
TYPE BUSINESS: Other Small Business	Performing in U.S.		W52H09-05-D	100 CO	
ode 0BK64 Facility Code			10B. Dated (S 2006FEB03	ee Item 13)	
	THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF	SOI ICITATION	ve	
The above numbered solicitation is amen	ded as set forth in item 14.	The hour and date specified	for receipt of O	ffers	
is extended, is not extended.					
Offers must acknowledge receipt of this am	endment prior to the hour s	and date specified in the solid	itution or es ome	ended by one of	the following matheday
Otters must acknowledge receipt of this am	enument prior to the nour s	ind date specified in the solid	itution or as amo	ended by one of t	the fellowing methods:
(a) By completing items 8 and 15, and return	ning copies o	f the amendments: (b) By ac	knowledging rec	eint of this ame n	dment on each convoct
offer submitted; or (c) By separate letter or	talanenes schick in aludan a	reference to the collectuation		t vity	The or More
order anomitted; or (e) by separate terrer or	teregram which includes a	reference to the solicitation i	ma smenament i	nampers, PAIL	JRE OF YOUR
ACKNOWLEDGMENT TO BE RECEIVE	D AT THE PLACE DESIG	NATED FOR THE RECEIL	T OF OFFERS	PRIOR TO THE	THOUGH AND DATE
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SPECIFIED MAY RESULT IN REJECTION Change may be made by telegram or letter, a	ON OF YOUR OFFER. If borovided each telegram or l	y virtue of this amendment	you desire to cha	nge an offer aire	a dy submitted, such
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AMENDMENT OF SOLICITA		ION OF CONTRACT	1. Contract		Page 1 Of4
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase R	eq No.	5. Project No	o. (If applicable)
6. Issued By	Code W52H09	7. Administered By (If oth	er than Item 6)		Code 54402
TACOM-ROCK ISLAND		DCMA TEXAS			
AMSTA-LC-IBC CHRISTINE CARSON (309)782-4301		600 NORTH PEARL ST SUITE 1630	REET		
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-28	43		
		37556600 PA D PER NO PARAMENTO DE			
EMAIL: CHRISTINE.CARSONOUS.ARMY.	.NIL	SCD A	PAS NONE	ADF	PT HQ0339
8. Name And Address Of Contractor (No.,	Street, City, County, State and	Zip Code)	9A. Amendme	ent Of Solicitati	
OPTEX SYSTEMS INC					
1420 PRESIDENTIAL DR			9B. Dated (Se	e Item 11)	
RICHARDSON, TX 75081-2769			000000000000000000000000000000000000000	MESOCHESIK	
		x	10A. Modifica	ition Of Contra	et/Order No.
			W52H09-05-D	-0248/0002	
TYPE BUSINESS: Other Small Buein	less Performing in U.S.		10B. Dated (S	ce Item 13)	
Code 0BK64 Facility Code			2006FEB03		
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Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0002

MOD/AMD 03

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 63 TO W52H09-05-F-D-0248 DO 0602 IS TO:

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

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, DENANDS, 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 PULL 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 2808, 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 NTO 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 ***

Reference No. of Document Being Continued
PIIN/SIIN M52H09-05-D-0248/0002 MOD/AMD 03

Page 3 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO UNIT PRICE SUPPLIES/SERVICES QUANTITY UNIT AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0001 NSN: 1240-01-483-5324 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified PRODUCTION QUANTITY \$__ 0001AB BA \$__ 12 NOUN: MOUNT. TELESCOPE AND PRON: M161F756M1 PRON AMD: 05 ACRN: AA AMS CD: 060011 Packaging and Marking Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H096024Z904 W25G1U J DEL REL CD QUANTITY DEL DATE 30-JAN-2010 POB POINT: Destination SHIP TO: SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002 DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H096024Z905 W62G2T J DEL REL CD QUANTITY DEL DATE 28-FEB-2010 FOB POINT: Destination SHIP TO: XR WIBG DEF DIST DEPOT SAN JOAQUN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0002 *Confidential Treatment Requested

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0002

MOD/AMD 03

Page 4 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

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PREVIOUS EDITION IS OBSOLETE.

DD FORM 1155, DEC 2001

	Reference No. of Document Being Continued	Page 2 of 4
CONTINUATION SHEET	PIIN/SIIN W52H09-05-D-0248/0003 MOD/AMD	

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

- Delivery Order 0003 to contract W52H09-05-D-0248 is for A cach, M187 Telescope Mount, NSN: 1240-01-463-5324, PN 12984689.
- 2. The unit price of ... J 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. FOS is Destination.
- 5. Barly deliveries are authorized if at no additional cost to the Government.
- 6. The Maximum Quantity over the Five Ordering Periods is A each. To date, the Total Quantity Ordered under this contract is A each.
- 7. This delivery order is subject to the terms and conditions of contract WSZH09-05-D-0248.

*** END OF NARRATIVE A 0001 ***

Reference No. of Document Being Continued PHN/SHN M52H09-05-D-024H/0003 MOD/AMD Page 3 of 4

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Reference No. of Document Being Continued Page 4 of 4 CONTINUATION SHEET PHN/SHN W52H09-05-D-024B/0003 MOD/AMD Name of Offeror or Contractor: OFTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA PRON/ 200 AMS CD/ LINE OBLG ORDER ACCOUNTING OBLIGATED ITEM MIPR' ACRN STAT ACCOUNTING CLASSIFICATION NUMBER STATION AMOUNT 0001AB W16AMC37M1 AA 62033000066D6D02P31303326KB \$11116 2 21 675C37 W52H09 31303334015 W16M3755M108 TOTAL SERVICE OBLIGATED ACCOUNTING NAME ACCOUNTING CLASSIFICATION STATION TRUCMA AA 21 62033000066D6D02F31303326KB 811116 W52H09 BDI ACCOUNTING CLASSIFICATION ACRN

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6. Issued By	Code W52H09	7. Administered I		than Item 6)		Code S4402
TACOM-ROCK ISLAND AMSTA-LC-IBC		DCMA TEXAS				(
CHRISTINE CARSON (309) 782-4301		600 NORTH SUITE 1630	PEARL STR	EET		
ROCK ISLAND IL 61299-7630		DALLAS TX	75201-284	1		
EMAIL: CHRISTINE.CARSONGUS.ARMY.NI	***	1	SCD A	PAS HONE		
8. Name And Address Of Contractor (No., Str					nt Of Solicitation	PT 800339
OPTEX SYSTEMS INC		- any county		M. Amenune	or Or South and	na No.
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RICHARDSON, TX 75081-2769			1 1	9B. Dated (See	Item 11)	
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			x	x 10A. Modification Of Contract/Order No.			
T	YPE BUSINESS: Other Small Busine	ess Performing in U.S.		W52H09-05-D-			
	0BX64 Facility Code			10B. Dated (Se 2007MAY01	e Item 13)		
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A117

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0003 MOD/AMD 01

Page 2 of 1

Name of Offerer 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 A . BY : S POR A NEW UNIT PRICE OF : 25
- FOR ADMINISTRATIVE PURPOSES, THIS INCREASE WILL BE REPRESENTED ON CLIN 1001AB.

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 2006. 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 COMPLETION OF THE PAST ISSUES OF ACTION THAT OPTEX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES. AND ANY OTHER MATTERS, OCCURRING ON OR REFORM 4 MARCH 2008, INCLUDING ANY CLAIMS FOR DELAY, UNREALIZED OVERHEAD, ATTORNEY'S PEES, 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 NTO 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 ***

A 118

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0003 MOD/AMD 01 Page 3 of s

Name of Offeror or Contractor: OPTEX SYSTEMS INC AMOUNT QUANTITY UNIT UNIT PRICE SUPPLIES/SERVICES ITEM NO SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1240-01-483-5324 0001 FSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified -8 EA PRODUCTION QUANTITY 0001AB NOUN: MOUNT, TELESCOPE AND PRON: W16AMC37M1 PRON AMD: 02 ACRN: AA AMS CD: 31303334015 Packaging and Marking Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097107T732 W52H1C J PROJ CD BRK BLK PT G19 QUANTITY DEL DATE DEL REL CD 30-MAR-2010 A 001 30-APR-2010 002 30-MAY-2010 4 30-JUN-2010 004 30-JUL-2010 005 FOB POINT: Destination SHIP TO: (W52H1C) XU USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE IL 61299-5000 ROCK ISLAND CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0003 SECURITY CLASS: Unclassified 1001 296,042.80 1001AB UNIT PRICE INCREASE

Reference No. of Document Being Continued PHN/SHN W52R09-05-D-0248/0003 MOD/AMD 01

Page 4 of

Name of Offeror or Contractor: OPTEX SYSTEMS INC

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PHN/SHN W52H09-05-D-0248/0003

MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

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DD FORM 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

Reference No. of Document Being Continued Page 2 of s CONTINUATION SHEET PHN/SHN W52H09-05-D-0248/0004 MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SUPPLEMENTAL INFORMATION

- Delivery Order 8004 to contract W52H09-05-D-0248 is for * 'ach, M187 Telescope Mount, NEN: 1240-01-483-5324, PN 12984689.
- 2. The unit price of ' each reflects the unit price of CLIN 0001 leaved during Ordering Period 02 (1 JULY 2006 thru 30 JUNE 2007), for a total Gelivery 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 seach. To date, the Total Quantity Ordered under this contract is each.
- 7. This delivery order is subject to the terms and conditions of contract W52H09-05-D-0248.

*** END OF MARRATIVE AGOOD ***

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-024B/0004 MOD/AMD Page 1 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1240-01-483-5324 0001 PSCM: 19200 PART NR: 12984689 SECURITY CLASS: Unclassified 0001AB PRODUCTION QUANTITY EA _ 15 4 NOUN: M187 MOUNT, TELESCOPE AND PRON: M171R580M1 PRON AMD: 01 ACRN: AA AMS CD: 060011 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Ferformance REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097150Z900 W25G1U DEL REL CD QUANTITY DEL DATE 001 30-AUG-2008 30-SEP-2008 002 003 30-OCT-2008 30-NOV-2008 004 30-DEC-2008 FOB POINT: Destination (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0248/0004 SUPPL DOC REL CD MILSTRIP ADDR 002 W52H097150Z901 W31G1Z ADDR SIG CO MARK FOR TP CO QUANTITY DEL DATE DEL REL CD 30-AUG-2008 12 002 -1/2 30-SEP-2008 003 30-0CT-2008

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0004

MOD/AMD

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

CONTRACT ADMINISTRATION DATA

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ACRN STAT ACCOUNTING CLASSIFICATION 97 X4930AC9G 6D

JOB ORDER

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2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchs	se Req No.	5. Project No. (If applicable)
6. Issued By	Code N52H09	7. Administered By (II		
TACON-ROCK ISLAND		DCMA TEXAS	other than Item 6)	Code S44
AMSTA-LC-IBC		600 NORTH PEAR	r. coores	
CHRISTINE CARSON (309)782-4301		SUITE 1630	DIMMIT	
ROCK ISLAND IL 61299-7630		DALLAS TX 7520	1-2843	
EMAIL: CHRISTINS.CARSONOUS.ARMY.E B. Name And Address Of Contractor (No., S	MIL Street City County States	SCD		ADP PT HQ0339
OPTEX SYSTEMS INC	weet, enj, county, state and	a Zip Code)	9A. Amendm	nent Of Solicitation No.
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RICHARDSON, TX 75081-2769	16		9B. Dated (Se	ee Item 11)
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AMSTA-LC-IBC		600 NORTH		REET		
CHRISTINE CARSON (309)782-4301		SUITE 163	0			
ROCK ISLAND IL 61299-7630		DALLAS TX	75201-28	43		
EMAIL: CHRISTINE.CARSONOUS.ARNY			7.5%	124		
8. Name And Address Of Contractor (No.		The Cade	SCD A	PAS NONE		P PT HQ0339
OPTEX SYSTEMS INC	i an and only county; mate and	i zap Codej		9A. Amendme	nt Of Solicitat	on No.
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RICHARDSON, TX 75081-2769				9B, Dated (See	: Item 11)	
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			×	W52H09-05-D-		co Order No.
TYPE BUSINESS: Other Small Busin	ness Performing in U.S.					
Code OBE 54 Facility Code				10B. Dated (Se 2007JUN25	e Item 13)	
	1. THIS ITEM ONLY APPLIE	ES TO AMENDM	ENTS OF	OLICITATION	IS	
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ccept as provided herein, all terms and con d effect.						
A. Name And Title Of Signer (Type or pri NDLE PULLE POST - NYO	" contract	LISA DEVL	IN	Of Contracting O		· print)
B. Contractor/Offeror	ISC. Date Signed	16B. United			4-0541	16C D.4- 05
Josepher Dallo	_ 1/4/08	By		NORTH AND		16C. Date Signed
Signature of person authorized to sign) 1770	(Si	gnature of	Contracting Off		
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A127

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0248/0004

MOD/AMD 01

Page 2 of s

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 😽 BY 🧢 , TO A NEW UNIT 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 2908. IN ADDITION, BECAUSE OFFEX' 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 2908. THEREFORE, THIS MODIFICATION REPRESENTS A COMPLETI AND FULL SETTLEMENT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT OFFEX MAY RAISE FOR ANY INCIDENTS, DIRECTED/CONSTRUCTIVE CHANGES, AND ANY OTHER MATTERS, OCCURRING ON OR BEFORE 4 MARCH 2908, 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 NTO 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 CONTEACT, WHICH WILL INCREASE UNIT FRICES 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 A0002 ***

A128

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0248/0004 MOD/AMD 01

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
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	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097150Z900 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 30-JUL-2010				
	002 30-AUG-2010 003 30-SEP-2010				
	004 30-OCT-2010				
	005 A 30-NOV-2010				
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Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0248/0004 MOD/AMD 01 Page 4 of 5

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TACOM Contract # W52H0909-D-0128

EXHIBIT 10.7

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

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5. Issued	d By		Code	W52H09	6. Admi	nistered By	(If Other	Than Item 5)		Code	544027
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Reference No. of Document Being Continued

PHN/SHN W52H09-09-D-0128

MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS AWARD IS ANAPOED MADE TO OPTEX SYSTEM INC FOR A THREE YEAR IDIO, DELIVERY ORDER FOR THE GUARANTEED MINIMUM QUARTITY 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/M

0001AA

PERICSOPE, ARMORED

1240-01-319-8995

12357792

- 2. DELIVERY IS FOB DESTINATION. DELIVERY SCHEDULE IS SET FORTH IN SECTION B. BARLY DELIVERIES ARE AUTHORIZED AT NO ADDITIONAL COST THE GOVERNMENT.
- 3. THERE IS NO PIRST ARTICLE TEST REQUIREMENT FOR THIS AWARD.
- 4. ALL OTHER TERMS AND CONDITIONS FROM SOLICITATION W52H090BR0274 AND OFFER DATED JANUARY 28, 2009 ARE INCORPORATED HEREIN.

*** END OF NARRATIVE AGOD4 ***

Regulatory Cite Title Date

A-1 52.246-4500 WIDE AREA WORKFLOW-RECEIPT ACCEPTANCE (WAMF-RA) OCT/2007

TACOM LCMC
(RI)

- (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 LCNC (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/contractorpey/electroniccommerce/ECToolBox/CreateCIRR.swf
- (d) Other MAMF training is available from the WAWF main web site, or directly at: http://www.wawftraining.com

(A86510)

(End of clause)

A-2

NOTICE ABOUT TACOM LCMC (RI) OMBUDSMAN

MAY/2007

- a. We have an Ombudsman Office here at TACON LCMC (Rock Island). Its purpose is to open another channel of communication with TACON LCMC (RI) Contractors.
- b. If you think that this solicitation:

52.201-4501

TACOM LCMC (RI)

- (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

Reference No. of Document Being Continued

PHN/SHN W52H09-09-D-0128

MOD/AMD

Page 3 of 30

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

Electronic Mail Address: ROCK-OMBUDSMANGconus.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:

(RI)

52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION TACOM LCMC

PEB/2003

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Motification 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)

52.204-4506 A-4 TACOM LCMC

PUBLIC ACTIVITY INVOLVEMENT

FEB/2003

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 Pacilities 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 RFF. For information related to the capabilities of these facilities, and Points of Contact, see https://triext.ria.army.wil/ibo/index.html

(AS7005)

(End of Clause)

A-5 52.210-4516 TACOM LCMC

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

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)

52.211-4506 A-6 TACOM ECMC

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

SPECIFICATIONS AND STANDARDS (RI)

- (a) Section I of this document contains DFARS clause 252.212-7005, 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 t DFARS 252.211-7005 contained in Section I;

CO	NTINUATION SHEET		t Being Continued	Page 4 of 20
Name of Of	Year of Control	PHN/SHN W52H09-09-D-0128	MOD/AMD	
	feror or Contractor: OFTEX S	YSTEMS INC.		
SPI PROCESS:	PACILITY:	MILITARY OR FEDERAL SPEC OR STANDARD:	AFFECTED CONTRACT LINE ITEM #, SUBLINE ITEM #, COMPONENT OR ELEMENT:	
(c) An offer for each SPI	or proposing to use an SPI process proposed.	process under this solicitation shall	also provide a copy of th	he Department of Defense accepta
(d) In the e bidder/quote	vent an offeror does not ide r/offeror submits its bid/qu	entify any SPI in paragraph (b) above, uote/proposal in accordance with the re	the Government shall cor	nclude that the
		fferor in the Schedule in Section B wi		
		graph (b) above, the Government will pr		
(2) If the	pere is no SPI identified in solicitation.	paragraph (b) above, the Government v	will presume the price is	predicated on the requirements
such a determ	ination is made, and the bi	sed that there is always the possibility ecutive Officer (PEO) level that the p d/quote/offer only identifies a price s/quoters/offerors who propose SPI pro accordance with the requirements as s	proposed SPI is not accep predicated on use of pro	table for this procurement. If posed SPI, the bid/quote/offer
CLIN		10		
CLIN		PRICE \$		
CLIN		PRICE S		
AS7008)		(End of Provision)		
A-7	52.215-4503 NOTICE T TACOM LCMC (RI)	TO OFFERORS - ELECTRONIC BID/OFFER RESI	PONSE REQUIRED	JUL/2008

- 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://asis.ria.army.mil/mais/SOLINPO/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/alectronic_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 ASFI 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)

Reference No. of Document Being Continued

PHN/SHN W52H09-09-D-0128

MOD/AMD

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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 producement action will be totally disregarded.

A-8

52.233-4503

AMC-LEVEL PROTEST PROGRAM

JUL/2007

TACOM LCMC

(RI)

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

JAN/1999

TACOM LCMC (RI)

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 are code for this effort below:

(A97012)

(End of Clause)

A-10

52.245-4500 TACOM LCMC MOTICE OF DEMILITARIZATION AND TRADE SECURITY CONTROLS CONSIDERATION

(T

(RI)

OCT/2006

Reference No. of Document Being Continued

PIIN/SIIN W52H09-09-D-0128

MOD/AMD

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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, HS7144, contained in Section H of this document.

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

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	PRODUCTION QUANTITY				
	NOUN: M17-NSN 6650-01-317-9138 FSCM: 6650 PART NR: 12357918 SECURITY CLASS: Unclassified				
	Description/Specs,/Work Statement TOP DRAWING NR: 12357918 DATE: 31-OCT-2007				
	Packaging and Marking PACKABING/PACKING/SPECIFICATIONS: SPI -P1235791B, REV E, DATED 19 PEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0002	PRODUCTION QUANTITY				
	NOUN: M27-MSN 1240-01-319-8995 FSCM: 1240 PART NR: 12357792 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 12357792 DATE: 01-NOV-2007				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI-F12357792, REV C, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0003	PRODUCTION QUANTITY				
	NOUN: 15 DEG - 6650-01-317-9139 FSCM: 6650 PART NR: 12357908				

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PIIN/SIIN W52E09-09-D-0128 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified				
		×			
	Description/Specs./Work Statement		1 1		
	TOP DRAWING NR: 12357908				
	DATE: 31-OCT-2007				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357908, REV B, DATED 19 FEB02	1			
	LEVEL PRESERVATION: Military				
	LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
		= %			
0004	PRODUCTION QUANTITY	24			
	NOUN: 20 DEG NSN 1240-01-319-8994 FSCN: 2240		(I		
	PART NR: 12357909	1			
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 12357909			11	
	DATB: 31-0CT-2007				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357909, REV B, DATED 19 FEB 02			8	
	LEVEL PRESERVATION: Military		1		
	LEVEL PACKING: B				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
1005	PRODUCTION QUANTITY				
	MONTH. MAC WITH CORN OF AND CORN				
	NOUN: M45 - NSN 6650-01-418-6658 FSCM: 6650				
	PART NR: 12370033				
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement	i			
	TOP DRAWING MR: 12370033		4		
	DATE: 29-0CT-2007				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGINS/PACKING/SPECIFICATIONS: SPI-P1237603, REV B, DATED 19 FEB 02 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
1006	PRODUCTION QUANTITY				
	NOUN: SHOR COM NSN 1240-01-319-5339 FSCM: 1240 PART NR: 12357840 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 12357840 DATE: 07-NOV-2007				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357840, REV E, NOT DATED LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0007	PRODUCTION QUANTITY				
	NOUN: TALL COM NSN 1240-01-319-5340 FSCM: 1240 PART NR: 12357841 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 12357841 DATE: 07-NOV-2007				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357841, REV D, NOT DATED LEVEL PRESERVATION: Military LEVEL PACKING: B				2
	Inspection and Acceptance				

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

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin				
0008	PRODUCTION QUANTITY				
	NOUN: LCN DRIV NSN 5650-01-320-5628 FSCM: 6650 PART NR: 12357848 SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement TOP DRAWING NR: 12357848 DATE: 01-NOV-2007				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SPI-P12357848, REV D, DATED 10 APR 03 LEVEL PRESERVATION: Nilitary LEVEL PACKING: B			57	
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0009	CONTRACT DATA REQUIREMENTS LIST (CDRL)			\$** NSP **	\$ ** NSP
	NOUN: CDRL SECURITY CLASS: Unclassified				
	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.				
	A DD250 IS NOT REQUIRED				
	(End of narrative B001)				S
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				



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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

DRAWINGS/SPECIFICATIONS

MAR/1988

TACOM LCMC

(RT)

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply t 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 SELOW (except as follows):

1. TDPE: 12370033:19207 - 29 OCT 2007 Periscope, 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, M3GE503A19B37C12F19, 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/Cmdr 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.

Document

ECP D3T3005

Delete x

Substitute

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 Periscope 20 Degree Uplock NSN: 1240-01-319-8994

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

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

6. TDPL: 12357792:19207 - 01 NOV 2007 Periscops, Tank N2784 NSN: 1240-01-319-8995

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

BR

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN. W52H09-09-D-0128

MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION D - PACKAGING AND MARKING

Regulatory Cite		Title	Date
52.211-4501 TACOM LONG	PACKAGING REQUIREMENTS	(SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

TACOM LCM

D-1

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 displaceme of 50 cubic feet or sore 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 P. 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 of 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. Por details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guids and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UI 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. Soxes/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 he 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 price 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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Name of Offeror or Contractor: OPTEX SYSTEMS INC

transport and the applicable performance packaging contained in the following documents:

--International Air Transport Association (IATA) Dangerous Goods Regulations

--International Maritime Dangerous Goods Code (IMDG)

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

-- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO

P4030.19/DLAM 4145.3 (for military air shipments).

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the Unit 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-

(End of Clause)



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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFARA.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-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 ISO 9001.2000 13 Dec 00 Tailored by excluding paragraphs 7.3, 7.4, 7.5.1, and 7.5.2

(End of Clause)

E-4

52,209-4512 TACOM LCMC

FIRST ARTICLE TEST (CONTRACTOR TESTING)

MAR/2008

- TACOM LCMC
 (RI)
- a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assuranc 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 cartifications 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 Pirst 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) Onetime 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 copfurnished 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 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.

(ES6016)

(End of Clause)

E-5

52.246-4533 TACOM LCNC

SURFACE QUALITY STANDARDS

MAR/2001

shipped:

(RI)

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13810B, 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: AMSF AAR-QEW, Picatinny Arsenal, NJ 07806-5000. Shipping costs shall be borne by the shipper.

b. T	he	contractor	shall	hereby	indicate	the	facility	to which	this	Government	Furnished	Property	should be
_					-25.5			-					
9-11-													

- 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 is accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Same as above.

(ES6018)

(End of Clause)

B-6

52.246-4532 TACOM LCMC RI DESTRUCTIVE TESTING

MAY/1994

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the
- 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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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

Government as set forth in the Contract Schedule.

- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not rause any components from items used in a destructive test during First Article, lot acceptance or improce testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor, the items or components of items to which the Government takes title sha be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obta title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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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://farsito.hill.af.mil/VFFARA.HTM or http://farsito.hill.af.mil/VFDFARA.HTM or http://farsito.hill.af.mil/VFAFARA.HTM If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	
F = 1.	52.242-17	GOVERNMENT DELAY OF WORK	Date
F-2	52.247-34	F.O.B. DESTINATION	APR/1984
P-3	52.247-35	P O B DESCRIPTION OF THE PARTY	NOV/1991
F-4	52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION	APR/1984 FEB/2006
P-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 10 days in advance of actual shipping date, the contractor should request verification of "Ship to" and "Motification" 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

(FS7240)

(End of Clause)

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	ONTINUATION SHEET	PIIN/SIIN #52H09-09-D-0128 MOD	/AMD
Name of O	feror or Contractor: OPTEX SYSTE	MS INC.	
SECTION H -	SPECIAL CONTRACT REQUIREMENTS		
	Regulatory Cite	Title	Date
H-1	52,247-4545 PLACE OF C TACOM LOMC (RI)	CONTRACT SHIPPING FOINT, RAIL INPORMATION	NAY/1993
The bidder/	offeror is to fill in the 'Shipp	ed From' address, if different from 'Place of Pe	rformanca' indicated elsewhere in this
S	nipped Prom:		
For contract	s involving F.O.B. Origin shipm	ents furnish the following rail information:	
Does Shippi	ng Point have a private railroad	siding? YES NO	
If YES, give	name of rail carrier serving i	t:	
	아이들은 보통 전에는 열차가 되어 되어 되어 가는 맛있다. 나를 다 하는		
NECTORS TENS		l freight station and carrier serving it:	
If NO, give			
If NO, give	name and address of nearest rai		
If NO, give	name and address of nearest rai		

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Name of Offeror or Contractor: OPTEX SYSTEMS INC.

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/VFDFARA.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.

	Regulatory Cite	Title	Date
1-1	52.202-1	DEFINITIONS	JUL/2004
1-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
1-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
1-6	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
1-14	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 DAMAGESSUBCONTRACTING PLAN	JAN/1999
1-22	52,219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMDISADVANTAGED STATUS AND REPORTING	APR/2008
I-23	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2008
1-24	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/20-06
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
1-31	52.223-6	DRUG-FREE WORKPEACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELBASE 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
1-37	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-38	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT/2008
I-39		ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-40		PAYMENTS	APR/1984
I-41		DISCOUNTS FOR PROMPT PAYMENT	PEB/2002
I-42		EXTRAS	APR/1984
1-43		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 TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003

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02/1090	Regulatory Cit	ie 7itle	
1-47	52.233-1	DISPUTES	Date
I-48	52.233-3	PROTEST AFTER AWARD	JUL/2002
1-49	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	CHANGESPIXED PRICE	JUL/1995
1-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/1987
1-53	52.246-23	LIMITATION OF LIABILITY	MAR/2007
1-54	52.247-63	PREFERENCE FOR U.SFLAG AIR CARRIERS	FEB/1997
1-55	52.248-1	VALUE ENGINEERING	JUN/2003
1-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	FEB/2000
1-57	52,249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	MAY/2004
1-58	52.253-1	COMPUTER GENERATED FORMS	APR/1984
I-59	252,203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	JAN/1991
		RELATED FELONIES	DEC/2004
1-60	252.204-7000	DISCLOSURE OF INFORMATION	
1-61	252,204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	DEC/1991
1-62	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	DEC/1991
		GOVERNMENT OF A TERRORIST COUNTRY	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	APR/2007
		SUBMISSION AFTER AWARD	MAY/2007
I-68	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED	
		STATES STATES	MAY/2007
I-69	252.225~7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	
I-70	252,225-7013	DUTY-FREE ENTRY	MAR/2008
1-71	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	MAR/2006
		ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
1-73	252,227-7013	RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS	
I-74	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER	NOV/1995
		SOFTWARE DOCUMENTATION	JUN/1995
I-75	252.227-7015	TECHNICAL DATACOMMERCIAL ITEMS	
1-76	252.227-7016	RIGHTS IN HID OR PROPOSAL INFORMATION	MOV/1995
1-77	252,227-7019	VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE	JUM/1995
I-78	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	JUN/1995
		INFORMATION MARKED WITH RESTRICTIVE LEGENDS	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
1-81	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	RELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/1991
1-84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	MAR/2008
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/2006
I-96	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/1991
1-87	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/1998
I-88	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2008
		5000 CO. BADER 60000 CR. C.	MAY/2002
1-89	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 stat 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 (h) 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.
- (a) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contract 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 Gelivery or performance dates and/officer shall, upon timely 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 dovernment 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 Bovernment 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
- (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-
 - (1) 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
 - (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 incomplets 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 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 (£) 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 sequired 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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- Parts, materials, inventories, and work in process;
- (ii) Special Looling and special test equipment to which the Government is to acquire title under any other clause of this contra
- (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) shove; 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
- 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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- (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 wor and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form or 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 wi 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 Governments 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--
- 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 Governments 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 Governments 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 whather 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 subcontracters, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the
- (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 subrogeted 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 no 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 actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract actions contract. Separate limits may be specified for separate actions.
- (1) 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 payment to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a provisions of the Prompt Payment Act.
- (m) Progress payments under indefinitedelivery 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 Contractin
- (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 Contractors 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: OPTEX 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)

T-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 rereprese its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any other 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
 - (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 rerepresentatic 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.sha.gov/services/contractingopportunities/sizestandardstopics/.
- (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 rep	resents that is	1 1 1- 1 1	80 S						
The Contractor rep number		Contractor to	18 not a smal sign and date	1 business and insert	concern under authorized s	r NAICS Code signer's nam	me and title].	assigned to	contract

(End of clause)

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Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-09-D-0128 MOD/AMD Name of Offeror or Contractor: OPTEX SYSTEMS INC.

52.222-39

MOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR

(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.

(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 sha 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 amployer to enter into a union-security agreement requiring employees to pay uniform periodic duos and initiation fees. However, amployees 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 1-866-315-6572 (TTY)

To locate the mearest NLRB office, see NLRB's website at http://www.nlrb.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 a 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 weived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assist: 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 employes 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-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Pederal 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(c) 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

(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.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.snalt.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.

SUBSTITUTIONS FOR MILITARY OR PEDERAL SPECIFICATIONS AND STANDARDS

- (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 of 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
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Pederal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Pederal specifications or standards cited in the solicitation
 - (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;
- (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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CONTINUATION SHEET

Reference No. of Document Being Continued

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SECTION J - LIST OF ATTACHMENTS

List of		Number					
Addenda	Title	Date	of Pages	Transmitted By			
Exhibit A	CDRL	03-JAN-2008	003	DATA			
Attachment 002	PRICE EVALUATION SHRET		001	DATA			
Attachment 0001	DOCUMENT SUMMARY LIST		002	DATA			

PHN/SHN W52H09-09-D-0128

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://aais.ria.army.mil/aais/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.

		Number
Title	Date	of Pages
Address Code Distribution	2006	1 Pg
Address List	2006	1 Pg
AMCCOM Form 71-R	01 OCT 89	2 Pga
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 CertificationsCommercial Items	SEP 2004	8 Pgs
Statement and Acknowledgement	MAY 2003	1 Pg
Wage Rate Notification	MAY 2003	2 Pgs

L CONTRACT PURCH ORDER/AGREEMENT NO.	2. DELIVERY ORDER	CALL NO.	3. DATE OF ORDER/CALL	4. REQ	UISITION/PURCH RI	EQUEST NO. 5	S. PRIORITY
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If this box is marked, supplier must sign Accepts 7. ACCOUNTING AND APPROPRIATION DATA/A SEE SCHEDULE 8. HEM NO. 19. SCHEDULE OF SUPPLIES/SI CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Fquantity accepted by the Government is same as quantity ordered, indicate by X. Idifferent, enter actual quantity accepted below usuality ordered and encircle. PROPERSON RECEIVED A. SIGNATURE OF AUTHORIZED COVERNMENT IS MAILING ADDRESS OF AUTHORIZED GOVERN TELEPHONE NUMBER g. E-MAIL A. 6. I CERTIFY THIS ACCOUNT IS CORRECT AND IS	ANDERESS	MERICA SCHMIDT SCHMIDTGUS	20. QUANTITY ORDERED/ ACCEPTED* J. ARMY.MIL (309) 762-1 CONTE TRACT EXCEPT AS NOTED C. DATE (YYYMMMMDD) 28. SHIP. NO. 29 PARTIAL JI. PAYMENT	21. UNIT 200: 988 ACTINGO I. PRINTEI REPRE	22. UNIT PRICE 9MAR 24 ORDERING OFFICER D NAME AND TITLE SENTATIVE CHER NO.	23. AMOUNT 25. TOTAL 26. DIFFERENCES OF AUTHORIZED 30. INITIALS 33. AMOUNT VI	\$118,250.00 GOVERNMENT ERIFIED CORRECT FO

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-09-D-0128/0001

MOD/AMD

Page 2 of 5

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

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NSN

P/N

QYT

0002AA PERICSOPE, ARMORED 1240-01-319-8995 12357792

- 2. DELIVERY IS FOR DESTINATION, DELIVERY SCHEDULE IS SET FORTH IN SECTION B. EARLY DELIVERIES ARE AUTHORIZED AT MC ADDITIONAL COST TO THE GOVERNMENT.
- 3. THERE IS NO FIRST ARTICLE TEST REQUIREMENT FOR THIS AWARD.
- 4. THE UNIT PRICE IS
- 5. TOTAL ANOUNT FOR THIS AWARD IS \$118,250.00

*** END OF NARRATIVE A0001 ***

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

age 3 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0002	NSN: 1240-01-319-8995 FSCM: 19200 PART NR: 12397792 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY	长	EA	\$_X	S118,250.00
	NOUN: PERISCOPE, ARNORED V PRON: M191A478M1 PRON AND: 01 ACRN: AA AMS CD: 070011MNTUR				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			12	
	Deliveries or Performance DCC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099026H951 W25G1U J 1 DBL REL CD QUANTITY DEL DATE 001 14-AUG-2009 002 14-SEP-2009				ń
	FOB POINT: Destination				
	SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5602 CONTRACT/DELIVERY ORDER NUMBER W52H09-09-D-0128/0001				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H099026H952 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 W 06-OCT-2009				
	POB POINT: Destination				
	SHIP TO: (W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUN TRANSPORTATION OFFICER PO BOX 960001 TRACY CA 95304-5000				
	CONTRACT/DELIVERY ORDER NUMBER				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 5

PHN/SHN W52H09-09-D-0128/0001 MOD/AMD Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	Contractor: OPTEX SYSTEMS INC. SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-09-D-0128/0001 MOD/AMD Name of Offeror or Contractor: OPTEX SYSTEMS INC. CONTRACT ADMINISTRATION DATA PRON/ JOB ORDER OBLIGATED LINE AMS CD/ OBLG ACCOUNTING ITEM MIPR ACRN STAT ACCOUNTING CLASSIFICATION NUMBER TRUDMA STATION 0002AA M191A478M1 AA 2 97 X4930AC6G 6D 26FB S11115 W52H09 070011MMTUR TOTAL SERVICE ACCOUNTING OBLIGATED NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION TRUUNA AA 26FB S11116 97 X4930AC6G 6D W52H09 TOTAL 118,250.00 | EDI | ACCOUNTING | CLASSIFICATION | | 96D0000070011MMTUR26FB | 96D0000070011MMTUR26FB ACRN

AA

\$11116

	ON/MODIFICATION	ON OF CONTRA	CT	1. Contract I		Page 1 Of3
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purcha	se Req		A STATE OF THE PARTY OF THE PAR	. (If applicable)
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, Issued By	Code W52H09	7. Administered By (I	fother	than Item 6)		Code 84402
TACOM-ROCK ISLAND		DCMA, TEXAS		University 21		2007/20 <u>1000/2000</u>
AMSTA-LC-GLK-A		600 NORTH PEAR	L STRE	ET		
KEVIN GILMORE (309)782-3558		SUITE 1630				
ROCK ISLAND IL 61299-7630		DALLAS TX 75	201-28	43		
WEAPON SYSTEM; IFV XM2 /CFV XM3						
EMAIL: KEVIN.GILMORESUS.ARMY.MIL		SC) B	PAS NONE		PT HQ0339
. Name And Address Of Contractor (No., Stre	et, City, County, State and	Zip Code)		9A. Amendme	nt Of Solicitatio	on No.
OPTEX SYSTEMS INC.		ſ				
1420 PRESIDENTIAL DR		- 3		9B. Dated (See	Item 11)	
RICHARDSON, TX 75061-2439		J.				AND THE RESERVE OF THE PARTY OF
		II.	X	10A. Modifica	tion Of Contra	ct/Order No.
		1	-	W52H09-09-D-	0128/0001	
TYPE BUSINESS: Other Small Business	Performing in U.S.		- 1	10B, Dated (Se	e Item 13)	
Code OBK64 Facility Code	-party Mandary July Langue			2009MAR24		
	HIS ITEM ONLY APPLI	ES TO AMENDMENT	S OF SC	DLICITATION	₹S	
The above numbered solicitation is amend	ded as set forth in item 14	The hour and date sne	cified fo	r receipt of Of	Ters	
	icu as set toi th in item 14.	The hour and date spe	cincu io	i recept or or	141.0	
is extended, is not extended.			Walt		adad bu ana af	the following mathedes
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return	aing copies o	of the amendments: (b)	By ackr	owledging rec	eipt of this ame	ndment on each copy of t
offer submitted; or (c) By separate letter or	telegram which includes a	reference to the solicita	tion an	d amendment i	umbers. FAIL	URE OF YOUR
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SPECIFIED MAY RESULT IN REJECTIO	IN OF YOUR OFFER. If I	by virtue of this amend	nent yo	u desire to cha	nge an offer alr	eady submitted, such
change may be made by telegram or letter, p	provided each telegram or	letter makes reference t	o the so	dicitation and t	this amendment	, and is received prior to
opening hour and date specified. 2. Accounting And Appropriation Data (If rec	autooth Samuel 1995	and the electronic	Was do	Down a flavor		
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The Contract/Order No. In Item 10.				1 1	to another office	- and the state of
B. The Above Numbered Contract/Order Set Forth In Item 14, Pursuant To T			nges (st	ich as changes	in paying office	e, appropriation data, etc.
		thority Of:				
X C. This Supplemental Agreement Is Ent	tered Into Pursuant To Au	andreg was				
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Reference No. of Document Being Continued Page 2 of 3 CONTINUATION SHEET PHN/SHN W52H09-09-D-0128/0001 MOD/AMD 01

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. ADMINISTRATIVE MODIFICATION, 01, IS TO CHANGE THE SHIPPING DATE AND QUANTITY FOR CLIN 0802AA. THE CORRECTION IS AS FOLLOWS AND IS FOUND IN SCHEDULE B:

SHIP TO ADDRESS

CURRENT DATE

CURRENT QUANTITY CORRECT DATE

CORRECT QUANTITY

W25G1U W62G2T 14-AUG-2009 06-OCT-2009

X

21-AUG-2009 21-SEP-2009

TOTAL CONTRACT QUANTITY ON CLIN 0002AA OF X EACH REMAINS.

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

3. POC FOR THIS ACTION IS KEVIN GILMOREGUS. ARMY. MIL

*** END OF NARRATIVE ACCOUS ***

CONTINUATION SHEET

Reference No. of Document Being Continued PHN/SIIN W52H09-09-D-0128/0001 MOD/AMD 01 Page 3 of 3

*Confidential Treatment Requested

Name of Offeror or Contractor: OPTEX SYSTEMS INC. UNIT PRICE UNIT AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0002 NSN: 1240-01-319-8995 FSCM: 19200 PART NR: 12357792 SECURITY CLASS: Unclassified * _* EA 118,250.00 0002AA PRODUCTION QUANTITY \$ NOUN: PERISCOPE, ARMORED V PRON: M191A478M1 PRON AMD: 01 ACRN: AA AMS CD: 070011MMTUR Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance SUPPL
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 001
 W52H099026H951
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 DEL REL CD QUANTITY ____ DEL DATE 001 21-AUG-2009 DELETED FOR POINT: Destination SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5002 CONTRACT/DELIVERY ORDER NUMBER W52H09-09-D-0128/0001 DOC SUPPL
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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
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Reference No. of Document Being Continued Page 2 of 5 CONTINUATION SHEET 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, MI37A2 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 ESGOIG AND 1F7116). INSPECTION/ACCEPTANCE FOR THE FIR ARTICLE TEST REPORT WILL BE ORIGIN/DESTINATION; FOB IS DESTINATION.
- 3. DELIVERY PRODUCTION RATES SHALL BE AS FOLLOWS:

CLIN DODIAA - FIRST ARTICLE TEST (PAT) REPORT:

CLIN DOOLAB - PRODUCTION QTY WITH FAT:

DELIVERY ORDERS SUBSEQUENT TO THE MINIMUM

300 ADA (AFTER DATE OF AWARD)

450 ADA, INITIAL PRODUCTION OF 25, WITH 25 PER MONTH THEREAFTER

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 I

CLIN 0001AB - PRODUCTION QTY WITH FAT

CLIN 0001AC - PRODUCTION OTY WITH FAT

CLIN GOOIAD - PRODUCTION OTY WITH FAT

CLIN 0002AA - PRODUCTION QTY WITHOUT FAT

CLIN 0002AB - PROCUDTION 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 DOI, DATED JULY 8, 2005, AS PROVIDED BY THE CONTRACTS IN RESPONSE TO SOLICITATION W52H09-05-R-0051, AS AMENDED.
- 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-E-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 MARRATIVE A DO3 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0260 MOD/AMD

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Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified			=	
AALOO	DATA ITEM	*	LO	\$ ** NSP **	\$** NSP **
	NOUN: FIRST ARTICLE TEST REPORT				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS APTER AWARD 001 \$\frac{1}{2}\$ 0300				
	FOB POINT: Destination SHIP TO: (Z55555) TACON-ROCK ISLAND ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630				
001AB	PRODUCTION QTY W/FAT NOUN: M137A2 PANORAMIC TELESCOPE		EA	\$** N/A **	
	Description/Specs./Work Statement TOP DRAWING NR: 12984713				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS (W52H1C) XU WOKS USA OSC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000				
			**	onfidential T	eatment Request

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W52H03-05-D-0260 MOD/AMD

age 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC UNIT PRICE AMOUNT QUANTITY UNIT ITEM NO SUPPLIES/SERVICES MARK FOR: ATTN: DAVE HERRERA FSCM: 1240 0002 PART NR: 12984775 SECURITY CLASS: Unclassified ** N/A ** EA PROD OTY W/D PAT 0002AA NOUN: M137A3 PANORAMIC TELESCOPE Description/Specs./Work Statement TOP DRAWING NR: 12984775 DATE: 04-NOV-2004 Packaging and Marking Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin FOB POINT: Destination ** NSP ** ** NSP ** \$ DATA ITEM 0003 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 DD250 IS NOT REQUIRED (End of narrative A001) Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Origin

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260

MOD/AMD

Page 5 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of

Title

Number Date of Page

of Pages Transmitted By

Addenda Attachment 001

PRICING EVALUATION SHEET

0.0

001

Fonce

AMENDMENT OF SOLICITA	ATTON/MODIFICATE	ON OF CONTRACT	Firm-Fixed-	Price	1
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)
P00001	2006APR25	SEE SCHEDULE			
6. Issued By	Code N52H09	7. Administered By (If other	than Item 6)		Code S440
TACOM-ROCK ISLAND		DCMA DALLAS			
AMSTA-LC-CFA-C		600 NORTH PEARL STRE	ET		
CHRISTINE CARSON (309)782-4301	1	SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2843			
EMAIL: CHRISTINE.CARSONGUS.ARMY.	.HIL	SCD A	PAS 84402A57	703APC ADI	PPT HQ0339
8. Name And Address Of Contractor (No.,	Street, City, County, State and	Zip Code)	9A, Amendmen	t Of Solicitati	ion No.
OPTEX SYSTEMS INC					
1420 PRESIDENTIAL DR			9B. Dated (See	Item 11)	
RICHARDSON, TX 75081-2769			you parter (acc	mem 11/	
		[X]	10A. Modificati	ion Of Contra	et/Order No.
			WS2H09-05-D-0	0260	
TYPE BUSINESS: Other Small Busin	ness Performing in U.S.		10B. Dated (See	e Item 13)	
Code OBK64 Facility Code			2005AUG03	00.00 (Abio0000)	
1	1. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	DLICITATION	S	
The above numbered solicitation is an	nended as set forth in item 14.	The hour and date specified fo	r receipt of Off	ers	
is extended, is not extende	ed.				
Offers must acknowledge receipt of this	amendment prior to the hour a	and date specified in the solicit:	tion or as amer	ided by one o	f the following methods:
(a) By completing items 8 and 15, and re		of the amendments: (b) By ackn			
offer submitted; or (c) By separate letter		reference to the collected as	owicaging recei	ipt of this ame	TIDE OF VOID
otter submatted; or (c) by separate letter					
	THEN AT THE DI ACE DEGLE	NATED FOR THE DECEMP			
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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260

MOD/AMD P00001

Page 2 of

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 ALE. 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 ***

Reference No. of Document Being Continued
Page 1 of 4

PIN/SIN #52H09-05-D-0260 MOD/AMD P00001

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION I - CONTRACT CLAUSES

Status Regulatory Cite Title Date
1-1 ADDED 52.232-23 ASSIGNMENT OF CLAUSE JAN/1986

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-D-0260

MOD/AMD P00001

Page 4 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda Title Date of Pages Transmitted By

Attachment 002 ECP H04A2062

Attachment 003 ECP H04A2074

Attachment 004 ECP H04A5005

Attachment 005 ECP H04A5016

Attachment 006 ECP H05A2044

AMENDMENT OF SOLICITATION	ON/MODIFICATION	ON OF CONTRACT	1. Contract I		Page 1 Of3
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			. (If applicable)
P00002	2006MAY18	SEE SCHEDULE	Į.		
, Issued By	Code W52H09	7. Administered By (If other	than Item 6)		Code S4402
TACOM-ROCK ISLAND		DCMA DALLAS			AND THE PERSON
AMSTA-LC-CFA-C	VI	600 NORTH PEARL STR	EET		
CHRISTINE CARSON (309) 782-4301		SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-284	1.:		
EMAIL: CHRISTINE.CARSON@US.ARMY.MIL		SCD A	PAS 84402A5	703APC ADF	РТ нооззя
Name And Address Of Contractor (No., Street	et, City, County, State and	45-14-14-14-14-14-14-14-14-14-14-14-14-14-	9A. Amendme	nt Of Solicitati	on No.
OPTEX SYSTEMS INC					
1420 PRESIDENTIAL DR			9B. Dated (See	Item 11)	
RICHARDSON, TX 75081-2769			7 Di Dateu (Oce		
		x	10A. Modifica	tion Of Contra	ct/Order No.
			W52H09-05-D-	0260	
TYPE BUSINESS: Other Small Business	Performing in U.S.		10B. Dated (Se	e Item 13)	
Code OBK64 Facility Code			2005AUG03		
11. T	HIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF S	OLICITATION	lS	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date specified f	or receipt of Of	fers	
is extended, is not extended.				25220	200 200 10 10010
Offers must acknowledge receipt of this ame		and date specified in the solicit	ation or as amo	nded by one of	f the following methods:
(a) By completing items 8 and 15, and return	ding copies o	f the amendments: (b) By ack	nowledging rec	cipt of this ame	ndment on each copy of t
offer submitted; or (c) By separate letter or t	telegram which includes a i	reference to the solicitation ar	d amendment r	umbers, FAII	LURE OF YOUR
ACKNOWLEDGMENT TO BE RECEIVED	AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS	PRIOR TO TE	E HOUR AND DATE
SPECIFIED MAY RESULT IN REJECTIO. change may be made by telegram or letter, p	N OF YOUR OFFER. If b	y virtue of this amendment yo	ou desire to cha	nge an oner at bis amendmen	ready submitted, such to and is received prior to
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Set Forth In Item 14, Pursuant To T					
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CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 3

PIIN/SIIN 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 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 "...ahall 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 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 "2.6.5" should both be changed to "3.6.4.2"

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***

C12

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN WS2H09-05-D-0260

MOD/AMD P00002

Page 3 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda

Title

Date

of Pages Transmitted By

Attachment 007 Attachment 008 BCP H04A5007 Attachment 009 ECP H04A5012

ECP H04A2076

Attachment 009

AMENDM	ENT OF SOLICITAT	ION/MODIFICATION	ON OF CONTRACT	1. Contract I Firm-Fixed-		Page 1 Of3
2. Amendment/	Modification No.	3. Effective Date	4. Requisition/Purchase Req	The second second second		o. (If applicable)
P000	003	2006AUG18	SEE SCHEDULE			
6. Issued By		Code W52H09	7. Administered By (If other	than Item 6)	-	Code S440
TACOM-ROCE	K ISLAND		DCMA DALLAS			
AMSTA-LC-C			600 NORTH PEARL STR	TEE		
CHRISTINE	CARSON (309)782-4301		SUITE 1630			
ROCK ISLAN	ND IL 61299-7630		DALLAS TX 75201-284	3		
EMAIL: CHI	RISTINE, CARSONOUS, ARMY, MI	Ľ				
N And A	ddress Of Contractor (No., Str	net City County State and	SCD A	PAS S4402A5		2.00 (A) (A) (A) (A) (A) (A) (A) (A) (A) (A)
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	IDENTIAL DR					
	N. TX 75081-2769			9B. Dated (See	Item 11)	
			X	10A. Modificat	tion Of Contra	act/Order No.
				W52H09-05-D-	0260	
- CONTROL OF CONTROL	MESS: Other Small Busines:	s Performing in U.S.		10B, Dated (Se	e Item 13)	6/11/22
Code OBK64	Facility Code			2005AUG03	VS	
	11.7	THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF S	OLICITATION	lS	
The above	numbered solicitation is amen	ded as set forth in item 14. '	The hour and date specified f	or receipt of Off	fers	
is ext	tended, is not extended.					
Offers must a	acknowledge receipt of this am	endment prior to the hour a	nd date specified in the solici	ation or as ame	nded by one o	f the following methods:
	eting items 8 and 15, and retur		f the amendments: (b) By ack			
	ed; or (c) By separate letter or					
	EDCMENT TO BE DECEIVE	D AT THE PLACE DESIGN	NATED FOR THE RECEIPT			
ACKNOWL						
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CONTINUATION SHEET Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260

MOD/AMD P00003

Page 2 of 3

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:

- INCORPORATE THE ECPS H05A5003, H05A2035, H06A2018, H06A2027 (NORS 1-7 ONLY), H06A5003
- 2) INCORPORATE REQUESTS FOR DEVIATION (RFD) 8 H06A7022,
- 3) INCORPORATE THE FOLLOWING VERBIAGE IN REGARDS TO THE TECHNICAL DATA PACKAGE:
- a) On THE TOP VIEW OF drawing 8587347, the ".144 +.005/-.091 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 MARRATIVE A 907 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 3

PIIN/SIIN W52H09-05-D-0260 MOD/AMD P00003

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of Addends Title Date of Pages Transmitted By

Attachment 010 ECP H05A5003

Attachment 011 ECP H05A2035

Attachment 012 ECP H06A2018

Attachment 013 ECP H06A2018

Attachment 014 ECP H06A5003

Attachment 014 ECP H06A5003

Attachment 015 RFD H06A7022

41

PHN/SHN W52H09-05-D-0260

MOD/AMD P00003

ATT/EXH ID Attachment 011

PAGE 1

C	17

AMENDMENT OF SOLICITA	TION/MODIFICATI	ON OF CONTRACT	1. Contract ID Code Firm-Fixed-Price	Page 1 Of3
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req	-	et No. (If applicable)
P00004	2007JUN15	SEE SCHEDULE		
. Issued By	Code N52H09	7. Administered By (If other	than Item (i)	Code 8440
TACOM-ROCK ISLAND		DCMA DALLAS	man recur of	Code 8440.
AMSTA-LC-GAWC-B		600 NORTH PEARL STRE	izm	
CHRISTINE CARSON (309)782-4301		SUITE 1630	181	
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2843		
		Didding in 10201-2013		
EMAIL: CHRISTINE.CARSONOUS.ARMY.	MTT	SCD A	PAS 84402A5703APC ,	ADP PT HOSSES
Name And Address Of Contractor (No.,	Photo Charles and		9A. Amendment Of Solic	
OPTEX SYSTEMS INC		, , ,		
1420 PRESIDENTIAL DR				
RICHARDSON, TX 75081-2769			9B. Dated (See Item 11)	
		X	10A. Modification Of Co.	ntract/Order No.
				minecorner res
TYPE BUSINESS: Other Small Busin	ess Performing in U.S.		W52H09-05-D-0260	
ode OBK64 Facility Code			10B. Dated (See Item 13) 2005AUG03	
1	1. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	LICITATIONS	
The above numbered solicitation is an	nended as set forth in item 14.	The hour and date specified fo	r receipt of Offers	
is extended, is not extended				
Offers must acknowledge receipt of this		and data smoothed in the cultable		
(a) By completing items 8 and 15, and re	turning prior to the nour a	ind date specified in the soliciti	ttion or as amended by or	ie of the following methods:
(a) by completing items o and 15, and re-	turning copies o	of the amendments: (b) By ackn	owledging 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	l amendment numbers. F	AILURE OF YOUR
ACKNOWLEDGMENT TO BE RECEI	VED AT THE PLACE BESIG	NATED FOR THE RECEIPT	OF OFFERS PRIOR TO	THE HOUR AND DATE
SPECIFIED MAY RESULT IN REJECT	TION OF YOUR OFFER, If b	y virtue of this amendment you	i desire to change an offe	r already submitted, such
change may be made by telegram or lette	er, provided each telegram or l	etter makes reference to the so	licitation and this amends	ment, and is received prior to
opening hour and date specified.				
 Accounting And Appropriation Data (If NO CHANGE TO OBLIGATION DATA 	required)			
no classica to opposition but				
13. T)		O MODIFICATIONS OF CON		
KIND MOD CODE: 8		et/Order No. As Described In I	2007.00	
A. This Change Order is Issued Purs The Contract/Order No. In Item			The Changes Set	Forth In Item 14 Are Made In
B. The Above Numbered Contract/O	order Is Modified To Reflect T	he Administrative Changes (su	ch as changes in paying o	ffice, appropriation data, etc.)
Set Forth In Item 14, Pursuant T C. This Supplemental Agreement Is		Participation of the Control of the		
		aung on		
D. Other (Specify type of modification	in and authority)			
IMPORTANT: Contractor X is 1		this document and return		e Issuing Office.
. Description Of Amendment/Modification	n (Organized by UCF section l	teadings, including solicitation	contract subject matter v	where feasible.)
SEE SECOND PAGE FOR DESCRIPTION				
and abcomb from fox bubliffing				
Contract Expiration Date: 2010JUN30	ł			
xcept as provided herein, all terms and con id effect.	nditions of the document refere	enced in item 9A or 10A, as he	etofore changed, remains	s unchanged and in full force
SA. Name And Title Of Signer (Type or pr	int)	164 Name And Title C	of Contracting Officer (T	
The state of organic (Type of pr	inty	LISA DEVLIN	100 MA	ype or print)
B. Contractor/Offeror	15C. Date Signed	16B. United States Of A	Y.MIL (309) 782-5541	16C Data Staned
ವರಂಪರಣಗಳ ಪ್ರತಿಕರ್ಣದ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರಕ್ರಿಯ ಪ್ರತಿಕ್ರಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರತಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ಷಿಯ ಪ್ರಕ್ತಿಯ ಪ್ರಕ್ಷಿಯ ಪ	1001 Date Oightu	100 Called Otales Of /	times the	16C. Date Signed
ISIT. A F	<u> </u>	Ву	/SIGNED/	2007JUN15
(Signature of person authorized to sig SN 7540-01-152-8070	n) 1	30-105-02 (Signature of	Contracting Officer)	D FORM 20 (DEX) 10 622
REVIOUS EDITIONS UNUSABLE		30-103-04	STANDAL	RD FORM 30 (REV. 10-83)

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 3

PIN/SIN W52H09-05-D-0260 MOD/AMD P00004

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION
THE PURPOSE OF THIS MODIFICTION P00004 IS TO:

- 1) INCORPORATE ECPS H06A2031, H06A2064, H07A2001, H06A2091, H07A5002,
- 2) INCOMPORATE REQUESTS FOR WAIVERS (RFWs) H06A6051, H06A6052, H06A6053, H06A6061, H06A6063, H06A6064, H06A7060, H06A7061, H06A7053, H07A6011, H07A6032, H07A6033, H07A6034, H07A6035, 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 MARRATIVE A0008 ***

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260

MOD/AMD P00004

Page 3 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

List of						Number	
Addenda			Title		Date	of Pages	Transmitted By
Attachment 0	016 H06A	A6051					
Attachment 0	017 HOGA	12064					
Attachment 0	018 HOSA	2091					
Attachment 0	019 H07A	12001					
Attachment 0	020 H07A	15002					
Attachment 0	021 H06A	16051					
Attachment 0	022 H06A	46052					
Attachment 0	023 HOEA	16053					
Attachment 0	024 H06A	16061					
- Attachment 0	025 H06A	46083					
Attachment 0	026 H06A	6084					37
Attachment 0	027 H05A	7060					- 25
Attachment 0	028 H06A	17061					
Attachment 0	029 HOGA	17053					
Attachment 0	030 H07A	16011					
Attachment 0	031 H07A	6032					
Attachment 0	032 H07A	6033					
Attachment 0	033 H07A	16034					
Attachment 0	034 H07A	6035					
Attachment 0	035 H07A	16036					
Attachment 0	036 H07A	16037					

AMENDMENT OF SOLICITA	TION/MODIFICATI	ON OF CONTRACT	1. Contract ID		Page 1 Of3
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		5. Project No. (If applicable)
P00005	2007OCT12	SEE SCHEDULE			
6. Issued By	Code W52H09	7. Administered By (If other	han Item 6)		Code 8440
TACOM-ROCK ISLAND	-	DCMA DALLAS			(2000) Laborate
AMSTA-LC-GAWC-B		600 NORTH PEARL STRE	R'T		
CHRISTINE CARSON (309)762-4301		SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2643			
The state of the s		SCD A	PAS 84402A570	name and a	T. Hanna
EMAIL: CHRISTINE.CARSONOUS.ARMY.N Name And Address Of Contractor (No., S			9A. Amendment		
OPTEX SYSTEMS INC		,			* 195
1420 PRESIDENTIAL DR		1 +			
RICHARDSON, TX 75081-2769			9B. Dated (See I	tem 11)	
		[x]	IOA. Modificatio	n Of Contract/	Order No.
			W52H09-05-D-02	260	
TYPE BUSINESS: Other Small Busine	ess Performing in U.S.	1 4	10B, Dated (See	(60)	
Code OBK64 Facility Code		The state of the s	2005AUG03	ucinians.	
	. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	LICITATIONS		
The above numbered solicitation is amo	ended as set forth in item 14.	The hour and date specified fo	receipt of Offer	rs	
is extended, is not extended					
Offers must acknowledge receipt of this a	mendment prior to the hour a	and date specified in the solicita	tion or as amend	led by one of th	e following methods:
(a) By completing items 8 and 15, and retu	urning copies o	f the amendments: (b) By acknowledge	wledging recein	t of this amond	ment on each convocat
offer submitted; or (c) By separate letter	or telegram which includes a i	reference to the solicitation and	amendment nur	nbers, FAILUI	RE OF YOUR
ACKNOWLEDGMENT TO BE RECEIV	ED AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS PR	IOR TO THE	HOUR AND DATE
SPECIFIED MAY RESULT IN REJECT	TON OF YOUR OFFER. If b	y virtue of this amendment you	desire to change	e an offer alrea	dy submitted, such
change may be made by telegram or letter	r, provided each telegram or I	etter makes reference to the sol	icitation and this	s amendment, a	nd is received prior to
opening hour and date specified.					
	and the say				
	required)				
2. Accounting And Appropriation Data (If NO CHANGE TO OBLIGATION DATA					
2. Accounting And Appropriation Data (If NO CHANGE TO OBLIGATION DATA	IS ITEM ONLY APPLIES TO	O MODIFICATIONS OF CON	TRACTS/ORDI	CRS	
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CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 3
PIIN/SIIN #52H09-05-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 Y PER UNIT. SEE ATTACHED REVISED PRICING SPREADSHEET.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE AGGOS ***

C27

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 3 of 3

PIIN/SIIN W52HD9-05-D-0260 MOD/AMD P00005

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION J - LIST OF ATTACHMENTS

 List of
 Number

 Addenda
 Title
 Date
 of Pages
 Transmitted By

Attachment 0037 ECP H07A2020

AMENDMENT OF SOLICITA	ATION/MODIFICATI	ON OF CONTRACT	1. Contract ID Con Firm-Fixed-Price		OI 3
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		roject No. (If applicab	le)
P00006	2009AUG20	SEE SCHEDULE			
i. Issued By TACOM-ROCK ISLAND CCTA-AR-FA MATTHEN KOPEL (309)782-7888 ROCK ISLAND IL 61299-7630	Code w52H09	7. Administered By (If other of DCMA, TEXAS 600 NORTH PEARL STRE SUITE 1630 DALLAS TX 75201-28	BT	Cod	e S440
		November 1 months			
EMAIL: MAITHEW. KOPELSUS. ARMY. MII S. Name And Address Of Contractor (No.,		SCD A		C ADP PT HQD339	
	Street, City, County, State and	Zip Code)	9A. Amendment Of	Solicitation No.	
OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR					
RICHARDSON, TX 75081-2439			9B. Dated (See Item	11)	
		[X]	10A. Modification O	f Contract/Order No.	
			N52H09-05-D-0260		
TYPE BUSINESS: Other Small Busin	ess Performing in U.S.		10B. Dated (See Item	(13)	
Code OBK64 Facility Code			2005AUG03	. 1.3)	
1	1. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	LICITATIONS		
(a) By completing items 8 and 15, and re offer submitted; or (c) By separate letter	or telegram which includes a r	f the amendments: (b) By acknowledge for the solicitation and	wieaging receipt of	this amendment on each	en copy of t
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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260

MOD/AMD P00006

Page 2 of 3

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to incorporate the following Engineering Change Proposal for Packaging changes:

ноэлгооз, 9 pga

2. As a result of the incorporation of the Packaging ECP, the unit prices for CLINS 0001 and 0002 have increase by X

and X

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0010 ***

Reference No. of Document Being Continued Page 3 of 3 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260 MOD/AMD P00006

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

List of Number Addenda Title Date of Pages Transmitted By 009

Attachment 0038 RCP H09A2003 03-MAR-2009

			ORDER FOR	R SUPPLIES	OR SERVICES				PAGE 1 OF 8
	T PURCH 0	ORDER/AGREEMENT NO.	2. DELIVERY OR	DER/CALL NO.	3. DATE OF ORDER/C (YYYYMMMDD)		QUISITION/FURCE R	EQUEST NO.	5. PRIORITY
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PREVIOUS EDITION IS OBSOLETE.

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 8

PIIN/SIIN M52H09-05-D-0260/0001 MOD/AMD

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 EACH N137A2 PANORAMIC TELESCOPES. FAT REPORT IS DUE 1 JUN 2006 (300 DAYS AFTER AWARD).
- 5. FOR CLING 0001AB AND 0001AC, DELIVERY OF THE INITIAL QUANTITY OF X SACH 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 A EACH IS DUE 30 OCT 06 (450 DAYS AFTER AWARD), FOB DESTINATION, AND PER MONTH THEREAFTER.

- 6. EARLY DELIVERIES ARE AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT,
- 7. ALL OTHER TERMS AND COMDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE A OOL ***

*Confidential Treatment Requested

Reference No. of Document Being Continued

Page 3 of 8

PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD

	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
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	FOB FOINT: Destination SHIP TO: (Z55555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001				
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Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0260/0001 MOD/AMD Page 4 of a

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Reference No. of Document Being Continued
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Page 5 of 8

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Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD

Page 6 of 8

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3,291,724.90

Reference No. of Document Being Continued Page 8 of 8 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0001 MOD/AMD Name of Offeror or Contractor: OPTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA PRON/ JOB LINE AMS CD/ OBLG ORDER ACCOUNTING OBLIGATED
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provided each telegram or les	tter makes reference to the	solicitation and thi	s amendment, and is received	prior to
quirea)				
ITEM ONLY APPLIES TO	MODIFICATIONS OF C	ONTRACTS/ORDI	ERS	
It Modifies The Contract	t/Order No. As Described I	n Item 14.		
nt To:		The Cha	nges Set Forth In Item 14 Are	Made I
er Is Modified To Reflect The	e Administrative Changes	(such as changes in	novine office assessment at a	
he Authorny of FAR 45.103((8).	(such as changes in	paying office, appropriation d	ata, etc.
ered Into Pursuant To Autho	ority Of:			
and authority)				
is required to sign th	de donument and anti-	2016	4 (0.00 (0.00 (0.00) potenting)	
Organized by UCF section he	adings, including solicitati	on/contract sublect	pies to the Issuing Office.	_
	8,	om comi act subject	matter where reasible.)	
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			11 (9)	
ions of the degreement we force				
ions of the document referen	ced in item 9A or 10A, as l	heretofore changed,	remains unchanged and in ful	ll force
				Il force
ions of the document referen	16A. Name And Title VICKI AHLGRIM	Of Contracting Of	fficer (Type or print)	ll force
	16A. Name And Title VICKI AHLGRIM VICKI AHLGRIMWUS	Of Contracting Of	fficer (Type or print) 82-3220	
	16A. Name And Title VICKI AHLGRIM	Of Contracting Of	fficer (Type or print)	
	16A. Name And Title VICKI AHLGRIM VICKI, AHLGRIMMUS 16B. United States O By	Of Contracting Oi ARMY.MIL (309) 7 f America /SIGNED/	ficer (Type or print) 82-3220 16C. Date Sig	
15C. Date Signed	16A. Name And Title VICKI AHLGRIM VICKI, AHLGRIMMUS 16B. United States O By	Of Contracting Of ARMY.MIL (309) 7 f America	ficer (Type or print) 82-3220 16C. Date Sig	gned
	reet, City, County, State and B Performing in U.S. THIS ITEM ONLY APPLIE ded as set forth in item 14. The endment prior to the hour and ining copies of telegram which includes a red at the provided each telegram or lequired) ITEM ONLY APPLIES TO it Modifies The Contraction to: A. The Authority of FAR 43.103 itered Into Pursuant To Authority of authority)	SCD A reet, City, County, State and Zip Code) B Performing in U.S. FHIS ITEM ONLY APPLIES TO AMENDMENTS OF ded as set forth in item 14. The hour and date specified endment prior to the hour and date specified in the solining copies of the amendments: (b) By attelegram which includes a reference to the solicitation D AT THE PLACE DESIGNATED FOR THE RECEI DN OF YOUR OFFER. If by virtue of this amendment provided each telegram or letter makes reference to the quired) ITEM ONLY APPLIES TO MODIFICATIONS OF C It Modifies The Contract/Order No. As Described Int To: A. or Is Modified To Reflect The Administrative Changes the Authority of FAR 43.103(b). The required to sign this document and return is required to sign this document and return is required to sign this document and return	SCD A PAS NONE reet, City, County, State and Zip Code) PAS NONE 9B. Dated (See See See See See See See See See Se	Teet, City, County, State and Zip Code) SCD A PAS NONE ADP PT 1900339 PAS Admendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52R09-05-D-0269/6001 10B. Dated (See Item 13) 2005AUG03 PHIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS ded as set forth in item 14. The hour and date specified for receipt of Offers endment prior to the hour and date specified in the solicitation or as amended by one of the following mening copies of the amendments: (b) By acknowledging receipt of this amendment on each telegram which includes a reference to the solicitation and amendment prior to THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND D NO FY YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, sprovided each telegram or letter makes reference to the solicitation and this amendment, and is received quired) ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. Int To: A. The Changes Set Forth In Item 14 Are are Its Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation of the Authority of FAR 43.103(b). Page 12 PAS NONE A. The Changes Set Forth In Item 14 Are are Its Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation of the Authority of FAR 43.103(b).

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0001

MOD/AMD 01

Page 2 of 7

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 CLAUSI 1-78 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 BEARINGS × CASTINGS CIRCUIT CARD COUNTER FIBER OPTIC GEAR HARDWARE ID PLATE MACHINED COMPONENTS OPTICS PACKING RELIEF VALVE SEAL SPRING SWITCH

IN ACCOMPANCE WITH THE DOD PROGRESS PAYMENTS CLAUSE, DEARS 252.232-7004, BY REFERENCE CLAUSE 1-65 OF THE CONTRACT, PAYMENT REQUESTS MAN 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

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 01 Page 3 of 7

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				
0001AA	FIRST ARTICLE	ī	ľO	\$** NSP **	\$** NSP **
	NOUN: FIRST ARTICLE TEST REPORT				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 X 28-JUL-2006				
	FOB POINT: Destination				
	SHIP TO: (Z55555) CONTRACT/DELIVERY ORDER MUMBER W52H09-05-D-0260/0001				
	SHIP TO: TACOM-ROCK ISLAND ATTN: AMSTA-LC-CFA CHRISTINE CARSON ROCK ISLAND IL 61299-7630 (End of narrative F001)			-	
0001AB	PRODUCTION QUANTITY	*	ЕЛ	* X	¢1,889,602.76
	NOUN: TELESCOPE, PANORAMIC PRON: W15AFCO6M1 PRON AMD: 02 ACRN: AA AMS CD: 33104540041 CUSTONER ORDER NO: 2C5AF1081ALF				
	Packaging and Marking				
	Inspection and Acceptance				1
				*Confidential 1	reatment Request

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 01 Page 4 of 7

ITEM NO	st	JPPLIES/SERVI	CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Ori	Performance SUPPL TRIP ADDR S 777701 W52H1C CD BRK BLK	CES NCE: Origin IG CD MARK FOR TP CD J W52H1C 1	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Dest SHIP TO: FREIGH (W52H1C) XU W BLDC ROCK MARK FOR: XU W TRAN BLDC	ination	JO-AUG-2007 L ARSENAL AV AND BECK LANE IL 61299-5000 L ARSENAL TE AND GILLESPIE IL 61299-5000 RDER NUMBER				
0001AC	PRODUCTION QUAN NOUN: TELESCOPE PRON: M151F192M AMS CD: 060011	K, PANORANIC 11 PRON AMD:	Dl ACRN: AB	*	EA	•≯— -	\$\$\$
	Inspection and					*Confidentia	l Treatment Reque

Reference No. of Document Being Continued
PIIN/SIIN W52R09-05-D-0260/0001 MOD/AMD 01

Page 5 of 7

CEM NO	SUPPI	LIES/SERVI	CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin	ACCEPTA	NCE: Origin				
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	001 W52H095207H9	83 W31G1Z	J 1	1			
	DEL REL CD 001	WANTITY *	30-OCT-2006		1 1		
	001	*	30-001-2006				
	002	*	30-NOV-2006				
	003	*	29-DEC-2006				
	FOB POINT: Destina	tion					
	SHIP TO: PARCEL PO	ST ADDRESS		1			
	(W31G1Z) XR W0L7		NITIONS CENTER				
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	THE PROPERTY OF THE PARTY OF TH	The state of the s	IG CD MARK FOR TP CO	2			
	002 W52H095207H9		J 1 DEL DATE	1			
	001	*	29-DEC-2006				
	002	*	30-JAN-2007				
	003	*	28-FEB-2007				
	004	*	30-MAR-2007				
	FOB POINT: Destina	tion					
	SHIP TO: FREIGHT A	CONTRACTOR OF THE PROPERTY OF		1	1		
	(W62G2T) XU DEF 1	DIST DEPOT S CHRISMAN RO		1			
		B 10 PH 209					
	TRACY		CA 95304-5000		1 1		
	CONTRAC	r/DELIVERY C	RDER NUMBER				
	141100000000000000000000000000000000000	2H09-05-D-02	TO THE PERSON NAMED IN COLUMN TO PARTY OF THE PERSON NAME				
		2010.					
002	NSN: 1240-01-483-6 FSCM: 19200	100		3			
	PART NR: 12984775			1			
	SECURITY CLASS: Un	classified					
002AA	PRODUCTION QUANTIT	<u>Y</u>		*	EA	£.*	\$ 617,104.50
	reservances on Asian Grant Confe						
	1			III.	1		

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0260/0001 MOD/AMD Page 6 of 7

*Confidential Treatment Requested

PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 01 Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT NOUN: TELESCOPE, PANORAMIC PRON: M151F193M1 PRON AMD: 01 ACRN: AB AMS CD: 060011 Packaging and Marking Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance DOC SUPPL
 REL CD
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 W52H095205H983
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 REL CD YTTTMAUQ DEL REL CD DEL DATE 001 30-OCT-2006 002 30-NOV-2006 003 29-DEC-2006 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 SUPPL
 REL CD
 MILSTRIP
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 TP CD

 002
 W52H095205H984
 W62G2T
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 1
 DEL REL CD QUANTITY DEL DATE 001 29-DBC-2006 002 30-JAN-2007 063 28-FEB-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEFOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001

Page 7 of 7

CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 01 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ CUMULATIVE OBLG STAT/ INCREASE/DECREASE AMS CD/ LINE PRIOR AMOUNT AMOUNT AMOUNT ACRN JOB ORD NO ITEM MIPR 0001AB W15AFC06M1 AA 2 33104540041 576C06 2C5AF1081ALF 3 0001AC M151F192M1 060011 0002AA M151F193M1 AH 060011 NET CHANGE INCREASE/DECREASE ACCOUNTING BERVICE NET CHANGE BY ACRN AMOUNT ACCOUNTING CLASSIFICATION STATION NAME 21 52033000056D6D02P33104526KB S11116 W52H09 AA Army X4930AC9G 6D 26KB S11116 W52H09 AB NET CHANGE CUMULATIVE INCREASE/DECREASE PRIOR AMOUNT OBLIG AMT OF AWARD AMOUNT 3,296,440.26 NET CHANGE FOR AWARD:

Reference No. of Document Being Continued

	ON/MODIFICATI	ON OF CONTRACT	1. Contract IID Code Firm-Fixed-Price	Page 1 Of 6
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req	No. 5. Proj	ect No. (If applicable)
92	2007JAN08	SEE SCHEDULE		
Assued By TAGOM-ROCK ISLAND AMSTA-LC-GAWC-B CHRISTINE CARSON (309) 782-4301 ROCK ISLAND IL 61299-7630	Code W52H09	7. Administered By (If other DCMA DALLAS 600 HORTH PEARL STRE SUITE 1630 DALLAS IX 75201-2843	ET	Code S440
EMAIL: CHRISTINE, CARSONWUS, ARMY, MIL	0	SCD A	PAS NONE	ADP PT H00339
3. Name And Address Of Contractor (No., Street	et, City, County, State and		9A, Amendment Of Sol	
OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769			9B, Dated (See Iven 11)
		X	10A. Modification Of C	Contract/Order No.
TYPE BUSINESS: Other Small Business	Performing in U.S.		W52H09-05-D-0260/00	50.00
Code OBK64 Facility Code			10B. Dated (See Fiem 1 2005AUG03	3)
	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	DLICITATIONS	
change may be made by telegram or letter, i opening hour and date specified. 2. Accounting And Appropriation Data (If remo CHANGE TO OBLIGATION DATA	quired)	TO MODIFICATIONS OF CO		
KIND MOD CODE: 4	It Modifies The Contr	act/Order No. As Described In	Item 14.	What is an array was a consequence
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10.	A.			et Forth In Item 14 Are Made I
B. The Above Numbered Contract/Ord- Set Forth In Item 14, Pursuant To 1	er Is Modified To Reflect The Authority of FAR 43.1	The Administrative Changes (se 03(b).	ich as changes in payin	g office, appropriation data, etc
C. This Supplemental Agreement Is En	tered Into Pursuant To Au	thority Of:		
D. Other (Specify type of modification a	and authority)			
E. IMPORTANT: Contractor X is not,	, srequired to sign	n this document and return		the Issuing Office.
E. IMPORTANT: Contractor X is not,	, srequired to sign			
E. IMPORTANT: Contractor	is required to sign Organized by UCF section titions of the document refe	erenced in Item 9A or 10A, as h	i/contract subject matte	er where feasible.) ains unchanged and in full force
E. IMPORTANT: Contractor	is required to sign Organized by UCF section titions of the document refe	erenced in Item 9A or 10A, as h	r/contract subject matte	er where feasible.) ains unchanged and in full force (Type or print)
E. IMPORTANT: Contractor	is required to sign Organized by UCF section titions of the document refe	erenced in Item 9A or 10A, as h 16A. Name And Title LISA DEVLIN LISA DEVLINGUS. AR	retofore changed, rem Of Contracting Officer	er where feasible.) ains unchanged and in full force (Type or print)

C42

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0001

MOD/AMD 02

Page 2 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 02 TO M52H090SD0260 DELIVERY ORDER 0001 IS TO REVISE THE DELIVERY SCHEDULE. THIS SCHEDULE REVISION IS NECESSARY BECAUSE OF ORGOING TECHNICAL DATA ISSUES, ENGINEERING CHANGE PROPOSALS, ETC. THEREFORE, THE SCHEDULE REVISION IS DONE AT NO COST TO EITHER PARTY.

SEE SCHEDULE H FOR REVISED DELIVERY DATES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE A 0003 ***

Reference No. of Document Being Continued PHN/SHN M52H09-05-D-0260/0001 MOD/AMD 02 Page 3 of 6

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS		1		
()				
FIRST ARTICLE	*	T/O	\$* NSP **	5** NSP **
NOUN: FIRST ARTICLE TEST REPORT				
Packaging and Marking				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001		85	ž.	
DBL REL CD QUANTITY DBL DATE 001 X 09-MAR-2007				
FOB POINT: Destination				
SHIP TO: (255555) CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001				
SHIP TO: TACOM-ROCK ISLAND ATTN: AMSTA-LC-GAWC CHRISTINE CARSON BLDG 104, 2ND FLB, SE ROCK ISLAND IL 61299-7630				
MARK FOR ATTN: CHRISTINE CARSON				
(End of marrative F001)				
PRODUCTION QUANTITY	*	EA	**	1,889,602.76
NOUN: TELESCOPE, PANORAMIC PRON: W15AFC06M1 PRON AMD: 02 ACRN: AA AMS CD: 13104540041 CUSTOMER ORDER NO: 2CSAF1081ALF				
Packaging and Marking				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
Deliveries or Performancs			1	1
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Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 02 Page 4 of 6

ITEM NO		SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 W52H0	95207T701 W52H1C ROJ CD BRK BI G19 QUANTITY	K PT DEL DATE	2			
	001	*	30-MAR-2007				
	002	*	30-APR-2007 30-MAY-2007				
	004	*	30-JUN-2007				
	005	×	30-JUL-2007				
	006	*	30-AUG-2007				
	007	*	30-SEP-2007				
	008	*	30-OCT-2007				
	009 010 011	DELETED DELETED					
	FOB POINT: I	Destination					
	(W52H1C) X	RIGHT ADDRESS RU WOKS USA ROCK RLDG 299 GILLESPI ROCK ISLAND	ISL ARSEMAL 2 AV AND BECK LANE IL 61299-5000				
	MARK FOR: C	W52H09-05-D-					
DOIAC	PRODUCTION C	UANTITY		*	EA	\$ > —	\$
	NOUN: TELESC PRON: M151F1 AMS CD: 0600		: 02 ACRN: AB				
	Packaging an	d Marking				-	23
	Inspection a	nd Acceptance Origin ACCEP	TANCE: Origin				
	DOC REL CD MI	Performance SUPPL LSTRIP ADDR 5207H983 W31G1Z QUANTITY	SIG CD MARK FOR TP CD J 1 DBL DATE 30-MAY-2007				
	002	/~	30-JUN-2007				
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Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 02 Page 5 of

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 30-JUL-2007 004 × 30-AUG-2007 005 30-SEP-2007 006 30-OCT-2007 30-NOV-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W31G1Z) XR WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 DOC SUPPL. REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H095207H984 W62G2T J DEL REL CD QUANTITY DEL DATE 001 × 30-MAY-2007 头 30-JUN-2007 30-JUL-2007 0.03 004 30-AUG-2007 005 30-SEP-2007 006 × 30-OCT-2007 30-NOV-2007 * FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (WE2G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 0002AA PRODUCTION QUANTITY EA 5.大 617,104.50 NOUN: TELESCOPE, PANORAMIC PRON: M151F193M1 PRON AMD: 02 ACRN: AB AMS CD: 060011 *Confidential Treatment Requested

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 02 Page s of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095205H983 W31G1Z J DEL REL CD QUANTITY DEL DATE 30-JUN-2007 002 X 30-JUL-2007 X 003 30-AUG-2007 × 004 30-SEP-2007 005 30-OCT-2007 * FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE HLDG 380 ANNISTON AL 36201-4199 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 SUPPL
 REL CD
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 REL CD DEL REL CD QUANTITY DEL DATE 001 × 30-JUN-2007 大 002 30-JUL-2007 003 30-AUG-2007 004 30-SEP-2007 005 30-OCT-2007 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001 *Confidential Treatment Requested

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	100	

AMENDMENT OF SOLICITAT	ION/MODIFICATION	on or continuer	Firm-Fixed-	Price	Page 1 Of7	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)	
03	20070CT12	SEE SCHEDULE				
i, Issued By	Code W52H09	7. Administered By (If other	than Item 6)		Code S440	
TACOM-ROCK ISLAND	1	BCMA DALLAS				
AMSTA-LC-GAWC-B		600 NORTH PEARL STRE	ET			
CHRISTINE CARSON (309) 782-4301		SUITE 1630				
ROCK ISLAND IL 61299-7630	39	DALLAS TX 75201-2843				
EMAIL: CHRISTINE.CARSONSUS.ARMY.MI		SCD A	PAS NONE	AD	PPT HQ0339	
Name And Address Of Contractor (No., Str			9A. Amendmer	(7.72.)	S200 000 000 000 000	
OPTEX SYSTEMS INC						
1420 PRESIDENTIAL DR						
RICHARDSON, TX 75081-2769			9B. Dated (See	Item 11)		
		100	10A. Modificat	ion Of Contra	et/Order No	
		×	toA. Mounicat	ion Of Contra	coorder No.	
			W52H09-05-D-	0260/0001		
TYPE BUSINESS: Other Small Busines	s Performing in U.S.		10B. Dated (Se	e Item 13)		
ode OBK64 Facility Code			2005AUG03	A 32400-07/9508		
11.	THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	DLICITATION	S		
The above numbered solicitation is amen	ided as set forth in item 14.	The hour and date specified fo	r receipt of Off	ers		
is extended, is not extended.				17:51 17:51		
Offers must acknowledge receipt of this am	undoont refer to the bour o	nd data enneified in the collect	ation or as assess	uded by one o	f the following matheday	
	enument prior to the nour a	nu date specified in the solicit	ation of as ame	naea by one o	the following methods:	
(a) By completing items 8 and 15, and retur	rning copies o	the amendments: (b) By ackn	lowledging rece	ipt of this am	ndment on each copy of t	
offer submitted; or (c) By separate letter or	r telegram which includes a r	eterence to the solicitation and	d amendment n	umbers. FAII	LURE OF YOUR	
ACKNOWLEDGMENT TO BE RECEIVE	ED AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS P	RIOR TO TH	E HOUR AND DATE	
SPECIFIED MAY RESULT IN REJECTION	ON OF YOUR OFFER. IF B	y virtue of this amendment yo	u desire to chan	ige an offer al	ready submitted, such	
change may be made by telegram or letter,	provided each telegram or i	etter makes reference to the so	licitation and ti	nis amendmen	t, and is received prior to	
opening hour and date specified.		etter makes reference to the so	licitation and ti	nts amendmen	t, and is received prior to	
opening hour and date specified.		etter makes reference to the so	licitation and ti	nis amendmen	t, and is received prior to	
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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0001

MOD/AMD 03

Page 2 of 7

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* __ RACH, DUE TO INCORPORATION OF ECP HOTAZOZO INTO BASIC AWARD. TO **

THIS IS A TOTAL INCREASE TO DELIVERY CREDER 0001 OF **

FROM **

TO **

TO **

2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0004 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 03 Page 3 of 7

ITEM NO		SUPPLIES/SERV	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SU	JPPLIES OR SERVI	CES AND PRICES/COSTS				
0001	NSN: 1240-01- FSCM: 19200 PART NR: 1298 SECURITY CLAS	E (2003) Hanni					
0001AB	PRODUCTION QU	MANTITY		*	EA	•*	\$ 1,893,734.08
	NOUN: TELESCO PRON: W15APCO AMS CD: 33104 CUSTONER ORDE	6M1 PRON AMD					
	Packaging and	Marking					
	Inspection an INSPECTION: O	d Acceptance rigin ACCEPT	ANCE: Origin				
	001 W52H095	SUPPL	SIG CD MARK FOR TP CD J W52HlC 1				
	DEL REL CD 001	QUANTITY	DEL DATE 30-OCT-2007				
	002	*	30-NOV-2007				
	003	*	30-DBC-2007				
	004	*	30-JAN-2008				
	005	*	28-FEB-2008				
	906	*	30-MAR-2008		39		,
	007	*	30-APR-2009				
	008	*	30-MAY-2008				
	009	×	30-JUN-2008				
	FOB POINT: Des	tination					
	SHIP TO:						
	(W52H1C) XU BLD	WOKE USA ROCK IS EG 299 GILLESPIE EK ISLAND	SL ARSENAL AV AND BECK LANE IL 61299-5000				
	TRA	WOKE USA ROCK IS INSPORTATION OFF: G 102 RODMAN AVI	(CE		ı		

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 03 Page 4 of 7

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001				
001AC	PRODUCTION QUANTITY	*	EA	\$- *	\$ 793,464.00
	NOUN: TELESCOPE, PANORAMIC PRON: M151F192M1 PRON AMD: 03 ACRN: AB AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 MS2H095207H963 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 A0000000000000000000000000000000000				
	002 ★ 30-NOV-2007				
	003 🖈 30-DBC-2007			140	
	004 ★ 30-JAN-2008				
	005 * 28-PEB-2008				
	006 30-MAR-2007 007 DELETED				
	FOB POINT: Destination				
	SMIP TO: (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 PRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H095207H964 W62G2T J DEL REL CD QUANTITY DEL DATE 001 30-OCT-2807				
	002 * 30-NOV-2007				
	903 🖟 30-DBC-2007				
1		1			

Reference No. of Document Being Continued PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 03 Page 5 of 7

ITEM NO	-	SUPPLIES/SEI	RVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	004	*	30-JAN-2008				
	005	*	28-FEB-2008				
	006	*	. 30-MAR-2008				
	007	DELETED					S.
	FOB POINT	: Destination					
	SHIP TO; (W62G2T)	XU DEF DIST DEPO 25600 S CHRISMAN REC WHSE 10 PH 2: TRACY CONTRACT/DELIVER W52H09-05-D	ROAD 09 839 4307 CA 95304-5000 C ORDER NUMBER				
002	FSCM: 1920 PART NR: 1						
AASO	FRODUCTION NOUN: TELES	SCOPE, PANORAMIC		*	EA (* *	\$518,258.50
	PROM: M151E AMS CD: 050 Packaging a	7193M1 PRON AMD	: 03 ACEN: AB				
		and Halling					
	Inspection INSPECTION:	and Acceptance Origin ACCEPT	TANCE: Origin				
	DOC REL CD M 001 W52H0	OI Performance SUPPL ILSTRIP ADDR 95205H993 W31G1Z OUANTITY	SIG CD MARK FOR TP CD J 1 DEL DATE 30-JAN-2008				
	002	*	28-FEB-2008				
	003	*	30-MAR-2008				
	004	*	30-APR-200B				
	005	*	30-MAY-2008				
	FOB POINT: E	Destination					
	SHIP TO:	E00450000000000000000000000000000000000				1	
	WHEE TOT						

Reference No. of Document Being Continued PHN/SIIN W52H09-05-D-0260/0001 MOD/AMD 03 Page 6 of 7

Name of Offeror or Contractor: OPTEX SYSTEMS INC

TEM NO		SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(W31G1Z)	XR WOL7 ANNISTON TRANS OFFICER 256 7 FRANKFORD AVE B ANNISTON AL 3620	235 6837 CL V LDG 380				
		CONTRACT/DELIVERY WS2H09-05-D-					
	DOC REL CD 002 W52 DEL REL C	H0952D5H984 W62G2T		D			
	001	×	30-JAN-2008				
	002	*	28-FEB-2008				
	003	*.	30-MAR-2008				
	004	*	30-APR-2006				
	005	*	30-MAY-2008				
	FOB POINT:	Destination					
	SHIP TO:				1 1	ľ	
(W62G2T)	XU DEF DIST DEPOT 25600 8 CHRISMAN R REC WHSE 10 PH 209 TRACY	CAC					
		CONTRACT/DELIVERY W52H09-05-D-0					
					1		
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						fidential Treatr	

Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H05-05-D-0260/0001 MOD/AMD 03 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE ITEM MIPR ACRN JOB ORD NO PRIOR AMOUNT AMOUNT AMOUNT 0001AB W15AFC06M1 s * 33104540041 2C5AF1081ALF 0001AC M151F192M1 AB 060011 DD02AA M151F193M1 \$ 060011 NET CHANGE SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE NAME BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT Army AA 21 52033000056D6D02P33104526KB S11116 W52H09 Army AB 97 X4930AC9G 6D 26KB S11116 W52H09 NET CHANGE X PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD THUOMA OBLIG AMT NET CHANGE FOR AWARD: 3,305,456.58 × ACRN EDI ACCOUNTING CLASSIFICATION AA 21 050720330000 S11116 56D6D023310454004126KB 576C06S11116 W52H09 AB 97 0X0X4930AC9G S11116 56D00000600110000026KB 811116

	SOLICITATIO	NIMODIFICATI	ON OF CONT	RACT	1. Contract Firm-Fixed		Page 1 Of5
2. Amendment/Modification	n No.	3. Effective Date	4. Requisition/Pu	rchase Req	No.	5. Project N	io. (If applicable)
04		2008AUG06	SEE SC	HEOULE			
. Issued By		Code N52H09	7. Administered I	By (If other i	han Item 6)	ve- edile	Code S440
TACOM-ROCK ISLAND			DCMA TEXAS				
AMSTA-LC-GFA-A			600 NORTH	PEARL STRE	ET		
MATTHEW KOPEL (309 ROCK ISLAND IL 61			DALLAS TX	5201-2043			
	5550 (555)		Dittal IX				
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OPTEX SYSTEMS INC	THE STATE OF						000001.51004
1420 PRESIDENTIAL 1	OR			-	OD Datad (Car	. Fr 11\	
RICHARDSON, TX 750	11-2769				9B. Dated (See	tem 11)	
				X	10A, Modifica	tion Of Contr	act/Order No.
					W52H09-05-D	0260/0001	
TYPE BUSINESS: Other	ir Small Business P	erforming in U.S.			10B. Dated (Se	ee Item 13)	
Code OBK64	Facility Code				2005AUG03		
	LI. THI	11. THIS ITEM ONLY APPLIES TO AMENDMENTS O			LICITATION	4S	
The above numbered	solicitation is amended	l as set forth in item 14.	The hour and date	specified fo	r receipt of Of	fers	
is extended,	is not extended,						
Offers must acknowleds	e receipt of this amend	lment prior to the hour	and date specified in	the solicita	tion or as ame	ended by one o	of the following methods:
(a) By completing items	8 and 15, and returnin	g conies o	of the amendments:	(b) By ackn	owledging rec	oint of this on	endment on each copy of
offer submitted; or (c) B	v senarate letter or tel	egram which includes a	reference to the soli	eitation one	l amandasant s	mentare FAI	TUBE OF VOUR
ACKNOWLEDGMENT	TO BE RECEIVED	AT THE PLACE DESIG	NATED FOR THE	DECEIPT	OF OFFEDS	PRIOR TO T	HE HOLD AND DATE
SPECIFIED MAY RES							
change may be made by	telegram or letter, non	or fook orrest in	lotter maker referen	enument you	l desire to chai	nge an oner a	ready submitted, such nt, and is received prior to
opening hour and date s		videa each ielegram or	ietter makes referen	ice to the so	nchation and t	ms amename	nt, and is received prior to
2. Accounting And Appro		Charl					
SEE SECTION G (IF A	PPLICABLE)	reas					
	THE PERSON						
KIND MOD CODE: 8	13. THIS IT	EM ONLY APPLIES T It Modifies The Contra				DERS	
A. This Change Ore	ler is Issued Pursuant					anges Set For	rth In Item 14 Are Made I
	rder No. In Item 10A.						
		Authority of FAR 43.16		Changes (su	ch as changes	in paying offic	ce, appropriation data, etc
C. This Supplement	al Agreement Is Enter	ed Into Pursuant To Aut	thority Of:				
D Other (Specificate	ms of modification and	Lauthautes					
D. Other (Specify ty	pe of modification and	Mark Distriction					
	ractor is not,	X is required to sign				copies to the l	NO. 11 STORY TO SECURE THE SECURITY OF THE SEC
4. Description Of Amenda	nent/Modification (Org	ganized by UCF section	headings, including	solicitation	contract subje	ect matter who	ere feasible.)
SEE SECOND PAGE FOR	DESCRIPTION					7	
The state of the first state of the state of							
	all terms and condition	as of the document refer	enced in item 9A or	10A. as her	etofore chang	ed. remains u	nchanged and in full forces
Except as provided herein, and effect.		as of the document refer		8			
except as provided herein,		ns of the document refer	16A. Name	And Title O		ed, remains u	
except as provided herein,		as of the document refer	16A. Name JOYCE L	And Title O		Officer (Type	
except as provided herein, ad effect. 5A. Name And Title Of Si		ns of the document refer	16A. Name JOYCE L	And Title O CLEIN CINGUS . ARM	f Contracting	Officer (Type	
except as provided herein, nd effect. 5A. Name And Title Of Si			16A. Name JOYCE L P JOYCE, KLE 16B. United	And Title O GEIN EINGUS ARN States Of A	of Contracting	Officer (Type	e or print)
Except as provided herein, and effect. 5A. Name And Title Of Si 5B. Contractor/Offeror	gner (Type or print)		16A. Name JOYCE L. P. JOYCE, KLI 16B. United	And Title O GEIN EINGUS ARN States Of A	of Contracting Y.MIL (309)7 America /SIGNED/	Officer (Type	
Except as provided herein, and effect. 5A. Name And Title Of Si	gner (Type or print)		16A. Name JOYCE L. P. JOYCE, KLI 16B. United	And Title O GEIN EINGUS ARN States Of A	of Contracting	Officer (Type 782-5051 Officer)	or print)

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0001

MOD/AMD 04

Page 2 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

The Purpose of this Modification 04 to W52H09-05-D-02E0 DO 0001 is to:

1) Divert Shipments of K EA

From : W31G1Z

XR WOL7 Anniston Munitions Center Trans Officer 256 235 6837 CL V 7 Frankford Ave Bldg 380 Anniston AL 36201-4199 W62G2T

XU DEF DIST Depot San Joaquin 25600 S Chrisman Road Red Whse 10 PH 209 839 4307

Tracy

CA 95304-500

To: W52H1C

XU WORS 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 Annistion (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.

*** EMD OF NARRATIVE A0006 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 04 Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS THE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
		1			
0001	NSN: 9999~99-9999				
0001	NOUN: M119 HOWITZER M137				
	SECURITY CLASS: Unclassified		1		
0001AC	DELETED				
	NSN: 1240-01-483-6103				
	(End of narrative B001)				
0001AD	PRODUCTION QUANTITY	*	EA	\$- *	\$ 793,464.00
	NOTE AND A CONTRACTOR OF THE PARTY OF THE PA				
	NOUN: M119 HOWITZER M137 PRON: 2C8140221A PRON AMD: 01 ACRN: AC	li l			
	AMS CD: 32101366022				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
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	Deliveries or Performance				
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	DEL REL CD QUANTITY DEL DATE		1 1		
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	002 X 30-NOV-2007				
	003 🖟 30-DEC-2007				ľ
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	906 X 30-MAR-2008				
	FOB FOINT: Destination				
	FOR FOIRT: DESCRIPTION				
	SHIP TO:				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE		i I		
	(SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM				
	PRODUCTION DELIVERY SCHEDULE,				
	REQUIRED UNDER THIS REQUISITION.				
	CONTRACT/DELIVERY ORDER NUMBER				l.
				Confidential T	reatment Reques

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 04

Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0001		1		
	SHIP TO:		1		
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	Rock Island IL 61299-5000	1	1	1	
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Reference No. of Document Being Continued Page 5 of 5 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 04 Name of Offeror or Contractor: OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ E.TME AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE ITEM MIPR ACRN JOB ORD NO PRIOR AMOUNT AMOUNT AMOUNT 0001AC M151F192M1 * 0.00 060011 0001AD 2C8140221A AC 2 32101366022 8RM223 A18P30222R2C NET CHANGE \$ 0.00 SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE BY ACRN NAME ACCOUNTING CLASSIFICATION STATION AB Army 97 X4930AC9G 6D 26KB S11116 W52H09 AC 82033000085R5R13P32101331E1 S28017 21 Army W52H09 NET CHANGE 0.00 PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG ANT NET CHANGE FOR AWARD: \$ 0.00 EDI ACCOUNTING CLASSIFICATION ACRN S11116 56D00000600110000026KB S28017 85K5K133210136602231E1 97 0X0X4930AC9G AB 811116 W52H09

8RM223S28017 W52H09

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AMENDMEN 2. Amendment/Mod	ification No.	3. Effective Date	4. Requisition/Purcha	se Rea No	d-Price	de (Mensey 11)
05	T.	7.0.000000	. DAMAGES AND CO.		5. Project N	No. (If applicable)
6. Issued By		2009SEP10 Code W52H09	SEE SCHED	100		
TACOM-ROCK IS	LAND	Code W52R09	7. Administered By (I	other than Item 6)		Code
CCTA-AR-FA	20 10 15 A		DCMA, TEXAS			1,5
MATTHEW KOPEL	(309) 782-7888		600 NORTH PEAR SUITE 1630	L STREET		
ROCK ISLAND II			DALLAS TX 75	201-2843		
				604-8043		
EMAIL: MATTHES	.KOPEL@US.ARMY.MIL		D.C.I.		10215	
8. Name And Addres	s Of Contractor (No., Stree	et. City. County. State and	Zin Code) SCE			PPT HQ0339
OPTEX SYSTEMS		,, county, court and	Zip Code)	JA. Amendm	neat Of Solicitat	ion No.
1420 PRESIDENT						
RICHARDSON, TX			1/2	9B. Dated (Se	ee Item 11)	
				x 10A. Modific	ation Of Contra	act/Order No.
TYPE SHISTNINGS.	Other Small Business		-	W52H09-05-D	0-0260/0001	
Contract of the Contract of th		Performing In U.S.		10B, Dated (S	See Item 13)	
Code OBK64	Facility Code			2005AUG03		
		HS ITEM ONLY APPLIE				
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is extended	is not extended.					
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	(c) by separate letter or te			on and amondment	numbers. FAII.	URE OF YOUR
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-D-0260/0001

MOD/AMD 05

Page 2 of 6

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 \$\text{\$\forall}\$ by \$\text{\$\forall}\$, For a new unit price of \$\text{\$\forall}\$
- 2. For Administrative purposes, this increase will be represented on CLIN 1002AA.
- 3. Therefore. For each Panoramic Telescope shipped against CLIN 0002AA, the contractor shall bill against CLIN 0002AA **

 for a total unit price of **
- 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 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 05 Page 3 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS THE

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				
001AB	PRODUCTION QUANTITY	*	EA	°-*	\$1,893,734.08
	NOUN: TELESCOPE, PANORAMIC PRON: W15AFC06M1 FRON AMD: 03 ACRN: AA AMS CD: 33104540041 CUSTOMER ORDER NO: 2CSAF1081ALF				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H095207T701 W52H1C J W52H1C 1 PROJ CD BRK BLK PT				
	G19 DEL REL CD QUANTITY DEL DATE G01				
	992 X 39-NOV-2007				
j	003 🔀 30-DEC-2007				2
	004 🗴 30-JAN-2008				
	005 × 28-FEB-2008				
	006 × 30-MAR-2008				
	007 ★ 30-APR-2008				
	8008 X 30-MAY-2008				
	009 ★ 30-JUN-2008				
	FOB POINT: Destination				
	SHIP TO: (W52H1C) XU WOKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000				
	MARK FOR: XU WOKE USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE				
			*(Confidential Tr	eatment Request

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 05 Page 4 of 6

Name of Offeror or Contractor: OFTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0001				
0001VD	PRODUCTION QUANTITY	*	EA	\$_ *	\$
	NOUN: M119 HOWITZER M137 PRON: 2C8140221A PRON AMD: 02 ACRN: AC AMS CD: 32101366022				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0002	NSN: 1240-01-483-6100 FSCM: 19200 PART NR: 12984775 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY	*	EA	5_ X	\$ 618,258.50
	NOUN: TELESCOPE, PANORAMIC PRON: M151P193M1 PRON AMD: 03 ACRN: AB AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries of Performance				
	002 DELETED 003 DELETED 004 DELETED 005 DELETED				
	FOB POINT: Destination				
	SHIP TO: (W31G12) XR W0L7 ANNISTON MUNITIONS CTR TRANS OFFICER 256 235 6837 CL V				Wi
				*Confidential	Treatment Reque

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0001 MOD/AMD 05 Page 5 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	7 FRANKFORD AVE BLDG #380			7	
	ANNISTON AL 36201-4199		[]		
	CONTRACT/DELIVERY ORDER NUMBER				
	W52H09-05-D-0260/0001		1 8		
	VAC 2610 000 00 00 00 00 00 00 00 00 00 00 00				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	DEL REL CD QUANTITY DEL DATE		1 1		
	001 - X 30-JUL-2010				
	002 DELETED				
	DO3 DELETED		()		
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	005 DELETED				1
	FOB POINT: Destination				}
	SHIP TO:				1
	(W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUN				
	25600 S CHRISMAN ROAD				1
	REC WHSE 16B PH 209 839 4307 TRACY CA 95304-5000		8 1		1
	CA 55304-5000				
	CONTRACT/DELIVERY ORDER NUMBER				1
	W52H09-05-D-0260/0001				
1002	SECURITY CLASS: Unclassified				
452/2010					
1002AA	UNIT PRICE INCREASE				5 X
	NOUN: PACKAGING FOR PANTELS				}
	PRON: W19ADW35M1 PRON AMD: 01 ACRN: AD				
	AMS CD: 53459562147				
	Items shipped on CLIN 0002AA shall also billed				
	avainst this CLIN 1002AA for each up to	1			
	⊁ units 人				
	THIS CLIN IS FOR BILLING PURPOSES CMLY. MO	Į.			
	SEPERATE DELIVERY REQUIRED.				
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Reference No. of Document Being Continued Page 6 of 6 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0001 MOD/AMD 05 Name of Offeror or Contractor: OPTEX SYSTEMS INC. SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE AMOUNT TTEM MIPR ACRN JOB ORD NO PRIOR AMOUNT AMOUNT 1002AA W19ADW35M1 2 X 53459562147 974W35 NET CHANGE NET CHANGE SERVICE ACCOUNTING INCREASE/DECREASE NAME BY ACRN ACCOUNTING CLASSIFICATION STATION * AMOUNT AD 21 92035000096D6D02F53459525FB S11116 Army M52H09 NET CHANGE PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD OBLIG AMT NET CHANGE FOR AWARD: 3,307,840.58 ×

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0002 MOD/AMD

Page 2 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

- DELIVERY ORDER 0002 IS ISSUED FOR 152 EACH, M137A2 PANORAMIC TELESCOPE, MSN: 1240-01-483-6103.
- 2. THE UNIT PRICE OF X BACH 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 > EACH. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS EACH.
- 4. THE DELIVERY SCHEDULE IS ESTABLISHED IN SECTION B. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.
- S. THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF BASIC CONTRACT W52H09-05-D-0260.

*** END OF MARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN %52H09-05-D-0260/00D2 MOD/AMD

Page 3 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

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	NSN: 12 FSCM: 1 PART NR SECURIT PRODUCT: NOUN: TI PRON: 20 AMS CD: Packaqin Inspecti INSPECTI DOC REL CD 001 W5: DEL REL (001 002 003 004 005 006 007 FOB POINT SHIP TO: (W52HIC)	SUPPLIES OR SERVICES AND PR MSN: 1240-01-483-6101 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassific FRODUCTION QUANTITY MOUN: TELESCOPE, PANORAMIC PRON: 2C6AH1261A PRON AN AMS CD: 32101365046 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCE Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR 001 W52H096223T700 W52H1 PROJ CD BRK B G19 DEL REL CD QUANTITY 001 ** 002 ** 003 ** 004 ** 005 ** 006 ** 007 ** FOB POINT: Destination SRIP TO: FREIGHT ADDRESS (W52H1C) XU WOKB USA ROCK BLDG 299 GILLESPI ROCK ISLAND MARK FOR: XU WOKB USA BOCK TRANSPORTATION OF	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1240-01-483-6103 FSCM: 19200 PART NR: 12584713 SECURITY CLASS: Unclassified PRODUCTION QUANTITY NOUN: TELESCOPE, PANORAMIC FRON: 2C6AH1261A PRON AMD: 01 ACRN: AA AMS CD: 32101366046 Fackaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CO O1 M52H05223T700 W52H1C J W52H1C 3 PROJ CD BER BLK FT CO19 DEL REL CD QUANTITY DEL DATE 001 \$ 30-AUG-2007 002 \$ 30-SEP-2007 003 \$ 30-OCT-2007 004 \$ 30-OCT-2007 005 \$ 30-DEC-2007 006 \$ 30-JAN-2008 007 \$ 28-PEB-2008 FOB POINT: Destination BRIP TO: FREIGHT ADDRESS (W52H1C) XU WORE USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU WORE USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE	SUPFLIES OR SERVICES AND PRICES/COSTS NSN: 1240-01-483-6101 PSCN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified FRODUCTION QUANTITY NOUN: TELESCOPE, PANGRAMIC FRON: 2C6AH1261A PRON AMD: 01 ACRN: AA AMS CD: 32101366046 Fackaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries of Performance DOC SUPPL, REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 091 W52096223T700 W52H1C J W52H1C 3 PEOU CD BEAK BLK FT G19 DEL REL CD QUANTITY DEL DATE 001 A 30-AUG-2007 002 A 30-SEP-2007 003 A 30-OCT-2007 004 A 30-NOV-2007 005 A 30-DEC-2007 006 A 30-JAN-2008 FOB POINT: Destination BHIP TO: FREIGHT ADDRESS (W52HIC) XU WOKE USA ROCK ISL ARSENAL ELDO 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU WOKE USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 KODMAN AVE AND GILLESPIE	SUPPLIES OR SERVICES AND FRICES/COSTS NEN: 1240-01-483-6101 FSCN: 12500 PART NR: 12386713 SECURITY CLASS: Unclassified FRODUCTION QUANTITY FROM: 2C5AH1261A PRON AND: 01 ACRN: AA ANS CD: 32101366046 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTELP ADDR SIG CD MARK FOR TP CD PROJ CD PROJ CD PROJ BRK BLK FT G19 DEL BEL CD OUANTITY DEL DATE O01 30-AUG-2007 001 30-OCT-2007 004 30-OCT-2007 006 30-JOAN-2008 007 28-PEB-2008 FOB POINT: Destination BNIF TO: FREIGHT ADDRESS (WSJHLC) XU WORS USA BOCK ISL ARSENAL BLGG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU WORS USA BOCK ISL ARSENAL ELGG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU WORS USA BOCK ISL ARSENAL TRANSFORTATION OFFICE BLDG 102 KODPAN AVE AND GILLESPIE	SUPFLIES OR SERVICES AND PRICES/COSTS HEN: 1240-01-483-6103 FECK: 19200 FART MR: 12584713 SECURITY CLASS: Unclassified FRODUCTION QUANTITY NOUN: TELESCOPE, PANDRAMIC FRON: 2CEARIDS61A PROW AMD: 01 ACEN: AA AMS CD: 32101366046 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REM. CD MILSTRE ADDR SIG CD MARK FOR TP CD 001 W52H00562327700 W52HLC J W52HLC 3 PROJ CD BRR BLK FT G19 DEL REL CD QUANTITY DEL DATE 001 X 30-AUC-2007 002 X 30-SER-2007 003 A 30-OCT-2007 004 A 30-HOV-2007 005 A 30-DEC-2007 006 A 30-JAN-2008 007 A 28-PEB-2008 FOB POINT: Destination BNIF TO: FREIGHT ADDRESS (M52HLC) XU WORE UEA BOCK ISL ARSENAL BLOZ 299 GILLESPIE AV AND BRCK LAME ROCK ISLAND IL G1259-8000 MARK FOR: XU WORE UEA BOCK ISL ARSENAL FRANSFORTATION OFFICE BLOZ 102 ROCKMAN AVE AND GILLESPIE

Reference No. of Document Being Continued Page 4 of 4 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0002 Name of Offeror or Contractor: GPTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA PRON/ JOB LINE AMS CD/ OBLG ORDER ACCOUNTING OBLIGATED NUMBER STATION AMOUNT 6RM169 W52H09 A16P30462R2C TOTAL \$ × SERVICE ACCOUNTING OBLIGATED NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT Army AA 21 62033000065R5R13P32101326KB S28017 W52H09 TOTAL 1,697,397.68

AMENDMENT				Pirm-Fixed-	11100	
2. Amendment/Modif	ication No.	3. Effective Date	4. Requisition/Purchase Req	No.	5. Project N	o. (If applicable)
01		2007OCT18	SEE SCHEDULE			
6. Issued By		Code W52H09	7. Administered By (If other	than Item 6)	71	Code S440
TACOM-ROCK ISLA AMSTA-LC-GAWC-1		250	OCMA DALLAS 600 NORTH PEARL STR			
	ON (309)782-4301		SUITE 1630	EET		
ROCK ISLAND IL	61299-7630		DALLAS TX 75201-284	3		
EMAIL: CHRISTI	NE.CARSONGUS.ARMY.MIL		SCD A	PAS NONE	AD	P PT HQ0339
3. Name And Address	Of Contractor (No., Stre	et, City, County, State and	Zip Code)	9A. Amendmer	nt Of Solicitat	ion No.
OPTEX SYSTEMS			-			
1420 PRESIDENTS RICHARDSON, TX			1 1	9B. Dated (See	Item 11)	
RICHARDSON, IX	/2001-5/03					
			X	10A. Modificat	tion Of Contra	ict/Order No.
myne anetwice.	Other Small Business	water and a second		W52H09-05-D-	0260/0002	
		Performing in U.S.		10B. Dated (Se	e Item 1.3)	
Code OBK64	Facility Code			2006AUG18		
			ES TO AMENDMENTS OF SO			
The above number	ered solicitation is amend	led as set forth in item 14.	The hour and date specified for	or receipt of Off	fers	
is extended						
Offers must acknow	viedge receipt of this ame	ndment prior to the hour a	nd date specified in the solicit	ation or as ame	nded by one of	f the following methods:
(a) By completing it	tems 8 and 15, and return	ing copies o	f the amendments: (b) By ack	nowledging rece	int of this ame	and ment on each conv of t
offer submitted; or	(c) By separate letter or t	telegram which includes a	reference to the solicitation an	d amendment n	umbors FAII	HDE OF VOUR
ACKNOWLEDGM	IENT TO BE RECEIVED	AT THE PLACE DESIG	NATED FOR THE RECEIPT	OF OFFERS P	RIOR TO TH	E HOUR AND DATE
					MOK TO IL	IS HOUR AND DATE
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Reference No. of Document Being Continued

PHN/SHN W52H09-D5-D-0260/0002 . MOD/A

MOD/AMD 01

Page 2 of 4

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

THE FURPOSE OF THIS MODIFICATION O1 TO W52H0905D0260 DO 0002 IS TO:

- 1) TO INCREASE THE UNIT PRICE OF BOOLAR BY * EACH, DIE TO INCORPORATION OF BYP HO7A2020 INTO BASIC AWARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER BOOZ OF * ... FROM * ... TO *
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF HARRATIVE A0002 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 01 Page 3 of 4

Name of Offerer or Contractor: OPER SYSTEMS THE

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
NSN: 1240-01-483-6103 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
PRODUCTION QUANTITY	*	EA	₽-*	\$1,700,905.84
NOUN: TELESCOPE, PANORAMIC PRON: 2C6AH1261A PRON AMD: 01 ACRN; AA AMS CD: 32101366046				
Packaging and Marking				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			.25	
001 W52H096223T700 W52H1C J W52H1C 3 PROJ CD BRK BLK PT G19				
DEL REL CD QUANTITY DEL DATE 001 X 30-JUL-2008				
002				
ACCOUNT TO STATE OF S				
005 DELETED 006 DELETED 007 DELETED				
FOB POINT: Destination				
SHIP TO: (W52H1C) XU W0K8 USA ROCK ISL ARSENAL BLDG 299 GILLRSPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000				
MARK FOR: XU MOKE USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000 CONTRACT/DELIVERY ORDER NUMBER W52M09-05-D-0260/0002				
	NSN: 1240-01-483-6103 PSCM: 19200 PART NR: 12984713 SECURITY CLASS; Unclassified PRODUCTION QUANTITY ROUN: TELESCOPS, PANORANIC PRON: 2CGAMIZEIA PRON AND: 01 ACRN; AA AMS CD: 32101366046 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52M0962237700 W52H1C J W52H1C 3 PROJ CD ERK BLK PT G19 DEL REL CD QUANTITY DEL DATE 001 X 30-JUL-2008 002 X 30-AUG-2008 003 X 30-SEP-2088 004 X 30-SEP-2088 005 DELETED 006 DELETED 007 DELETED 007 DELETED FOR FOINT: Destination SHIP TO: (W52H1C) XU MOKS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU MOKS USA ROCK ISL ARSENAL TRANSFORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000	NSN: 1240-01-483-6103 FSCM: 19200 PART NN: 12984713 SECURITY CLASS; Unclassified **PRODUCTION QUANTITY* NGUN: TELESCOPE, PANORAMIC PRON: 2C6AM1261A FROM AND: 01 ACRN: AA ANS CD: 32101366046 **Packaging and Marking** **Inspection and Acceptance** INSPECTION: Origin ACCEPTANCE: Origin **Deliveries or Performance** DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52R096232T700 W52HLC J W52HLC 3 **PROJ CD ERK BLK PT CJ9 **DEL REL CD QUANTITY DEL DATE 001 ** 30-JUL-2008 002 ** 30-AUG-2008 003 ** 30-SEP-2008 004 ** 30-OCT-2008 005 DELETED 006 DELETED 006 DELETED 007 DELETED **POB FOINT: Destination SHIP TO: (W52K1C) XU W0KS USA ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BRCK LANE ROCK ISLAND IL 61299-5000 MARK FOR: XU W0KS USA ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODNAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000	NSN: 1240-01-483-6103 PECM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified PRODUCTION QUANTITY NGUN: TELESCOPE, PANORANIC PRON: 2C6AH1261A PRON AND: 01 ACRN: AA AMS CD: 32101366046 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MISSTRP ADDR SIO CD MARK FOR TP CD 001 W52H062237700 W52H1C J W52H1C 3 PROJ CD ERK BLK PT G19 DEL REL CD QUANTITY DEL DATE 001 \$\frac{2}{3}\$ 30-JUL-2008 002 \$\frac{1}{3}\$ 30-JUL-2008 003 \$\frac{1}{3}\$ 30-SEP-2088 004 \$\frac{1}{3}\$ 30-SEP-2088 005 DELETED 006 DELETED 006 DELETED 007 DELETED 006 DELETED 007 DELETED 006 DELETED 007 DELETED 007 DELETED 008 DECETED 009 DELETED 000 DELETED 001 DELETED 002 DELETED 003 \$\frac{1}{3}\$ 30-SEP-2088 004 \$\frac{1}{3}\$ 30-SEP-2088 005 DELETED 006 DELETED 007 DELETED 006 DELETED 007 DELETED 007 DELETED 008 DELETED 009 DELETED 009 DELETED 009 DELETED 009 DELETED 000 DELETED 001 DELETED 002 DELETED 003 \$\frac{1}{3}\$ 30-SEP-2088 004 \$\frac{1}{3}\$ 30-SEP-2088 005 DELETED 006 DELETED 007 DELETED 007 DELETED 008 DELETED 009 DELETED 009 DELETED 009 DELETED 000 DELETED 000 DELETED 000 DELETED 000 DELETED 001 DELETED 002 DELETED 003 \$\frac{1}{3}\$ 30-SEP-2088 004 \$\frac{1}{3}\$ 30-SEP-2088 005 DELETED 006 DELETED 007 DELETED 007 DELETED 008 DELETED 009 DELETED 009 DELETED 000 DEL	NSN: 1240-01-483-6103 PECN: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified ***BROGUCTION QUANTITY** ***NOIN: TELESCOPS, PANORAMIC PRON: 205401261A FAGN AND: 01 ACRN: AA AMS CD: 32101366046 ***Packaging and Marking** ***Imspection and Acceptance Deliveries or Performance DCC SUPPL ENL CD MILSTEP ADDR SIG CD MARK FOR TP CD 001 W320056237700 W3201C J W32N1C 3 PROJ CD ERK BLK PT 013 ***DEL REL CD QUANTITY DEL DATE 001



2. Amendment/Modification No.	CITATION/MODIFICATI 3. Effective Date		Firm-Fixed-	- Contract - Contract	n (If applicable)
	\$1000 BESS 19 WEST 0.00	4. Requisition/Purchase Rec	q No.	5. Project N	o. (If applicable)
02	2009SEP10	SEE SCHEDULE	4 7 0		C. I.
i, Issued By TACON-ROCK ISLAND	Code W52H09	7. Administered By (If other DCMA, TEXAS	r than Item 6)		Code 544
CCTA-AR-FA		600 NORTH PEARL STE	REET		
MATTHEW KOPEL (309) 782-788	8	SUITE 1630			
ROCK ISLAND IL 61299-7630		DALLAS TX 75201-2	2843		
			23220000	17030	
EMAIL: MATTHEW. KOPELSUS. AR	MY .MIL r (No., Street, City, County, State and	SCD A	PAS NOME 9A, Amendmen		P PT HQ0339
	r (104 Street, City, County, State and	u zap code)	7A. Amendmen	it Of Solicitati	100 110.
OPTEX SYSTEMS INC. 1420 PRESIDENTIAL DR					
RICHARDSON, TX 75081-2439		11	9B. Dated (See	Item 11)	
		[X]	10A. Modificati	ion Of Contra	ct/Order No.
			W52H09-05-D-0	0260/0002	
TYPE BUSINESS: Other Small	Business Performing in U.S.		10B. Dated (Sec	e Item 13)	
Code 08K64 Facility	Code		2006AUG18		
	11. THIS ITEM ONLY APPLI	IES TO AMENDMENTS OF S	SOLICITATIONS	S	
The above numbered solicitation	on is amended as set forth in item 14.	The hour and date specified	for receipt of Off	ers	
is extended, is not e	extended.				
Offers must acknowledge receipt	of this amendment prior to the hour	and date specified in the solici	itation or as amer	nded by one o	f the following methods:
(a) By completing items 8 and 15,	지기 내가 되었다. 그 없는 일 나는 내가 있어요? 그는 사람이 되었다. 그 사람이 가지 않는 것이 없다.	of the amendments; (b) By acl			
	e letter or telegram which includes a				
	RECEIVED AT THE PLACE DESIG				
	REJECTION OF YOUR OFFER. IF				
	or letter, provided each telegram or	letter makes reference to the	solicitation and th	ils amendmen	t, and is received prior t
opening hour and date specified.		200000000000000000000000000000000000000			
12. Accounting And Appropriation	Nata /fe lired)				
ACRN: AB NET INCREASE:					
KIND MOD CODE: G	13. THIS ITEM ONLY APPLIES T			DERS	
A. This Change Order is Issu		act/Order No. As Described In	and the same of th	anges Set For	th In Item 14 Are Made
The Contract/Order No.	In Item 10A.		42/30/5/80%		
	ntract/Order Is Modified To Reflect ' suant To The Authority of FAR 43.1		such as changes i	n paying offic	e, appropriation data, et
	nent Is Entered Into Pursuant To Au				
D. Other (Specify type of mod	dification and authority)				
		10.4 • 10.4 A. M. M. M. S. M.			
J. IMPORTANT: Contractor 4. Description Of Amendment/Mod	is not, is required to sign	n this document and return		opies to the Is	THE RESERVE OF THE PARTY OF THE
4. Description Of Amendment Floa	meaton (organized by CCI section	nearings, including sonetain	on contract subject	et matter whe	i c reasimely
SEE SECOND PAGE FOR DESCRI	PTION				
Except as provided herein, all terms	and conditions of the document refe	renced in item 9A or 10A, as b	teretofore change	ed, remains ur	nchanged and in full forc
and effect		16A. Name And Title	Of Contracting	Officer (Type	or print)
	ne or print)				
and effect. 15A. Name And Title Of Signer (Typ	pe or print)	JOYCE L KLEIN	PMV MTF. (30012)	82,5051	
ISA. Name And Title Of Signer (Typ		JOYCE L KLEIN JOYCE KLEINGUS A		82-5051	
SA. Name And Title Of Signer (Typ	pe or print) 15C. Date Signed	JOYCE L KLEIN JOYCE KLEINGUS A		82-5051	16C. Date Signed
ISA. Name And Title Of Signer (Typ. 15B. Contractor/Offeror	15C. Date Signed	JOYCE L KLEIN JOYCE. KLEINGUS. AI 16B. United States O By	f America /SIGNED/		
	15C. Date Signed	JOYCE L KLEIN JOYCE. KLEINGUS. AI 16B. United States O By	f America		16C. Date Signed

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 62

Page 2 of 5

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

y * ... for a new unit price of *

2. For Administrative purposes, this increase will be represented on CLIN 1001AB.

an

4. To date, the total left to deliver for CLIN 0001AB is 🗶 sach for the Panoramic Telescope, NSN: 1240-01-483-5103, PN:12984713.

5. Revised the delivery schedule, see section $\ensuremath{\mathtt{B}}.$

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 02

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO		SUPPLIES/SER	VICES .	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B -	SUPPLIES OR SERVI	CES AND PRICES/COSTS				
0001	FSCM: 1920 PART NR: 1						
0001AB	PRODUCTION	QUANTITY		*	EA	**	\$1,700,905.84
	PRON: 2C6A	SCOPE, PANORANIC H1261A PRON AMD 101366046	: 01 ACRN: AA				
	Packaging	and Marking					
		and Acceptance : Origin ACCEP	TANCE: Origin				
	DOC REL CD 001 W52H	OT Pexformance SUPPL MILSTRIP ADDR 1096223T700 W52H1C PRGJ CD BRK BL G19		D			
	DEL REL CD		DEL DATE 20-AUG-2009				
	002	*	30-SEP-2009			1	
	003	*	30-CCT-2009				
	004	*	27-NOV-2009				
	005	*	31-DEC-2009				
	006	*	29-JAN-2610				
	007	*	26-FEB-2010				
	008	*	31-MAR-2010				
	POB POINT:	Destination					
	SHIP TO: (W52H1C)	XU WOKE USA ROCK BLDG 299 GILLESPI ROCK ISLAND	ISL ARSENAL E AV AND BECK LANE IL 61299-5000				
	MARK FOR:	XU WORS USA ROCK TRANSPORTATION OF BLDG 102 RODMAN A ROCK ISLAND	FICE				
	1	CONTRACT/DELIVERY	ORDER NUMBER	8		Į.	.,
				Į.		*Confidenti	

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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0260/0002 MOD/AMD 02

Page 4 of 5

EM NO	or or Contractor: OPTEX SYSTEMS INC. SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	W52H09-05-D-0260/0002				
001	SECURITY CLASS: Unclassified				
1001AB	UNIT PRICE INCREAGE				s
	NOUN: PACKAGING FOR PANTELS PRON: W19ACW35M1 PRON AMD: 01 ACRN: AB AME CD: 53459562147				
	Items shipped on CLIN 0001AB shall also billed against this CLIN 1001AB for K each up to wnits				
	THIS CLIN IS FOR BILLING PURPOSES ONLY. NO SEPERATE DELIVERY REQUIRED.			ii ii	
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	s *				
		5.			
					J.
5,600				*Confidenti	al Treatment Requ

Page 5 of 5 Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0002 MOD/AMD 02 Name of Offeror or Contractor: OFTEX SYSTEMS INC. SECTION G - CONTRACT ADMINISTRATION DATA PRON/ INCREASE/DECREASE CUMULATIVE LINE AMS CD/ DBLG STAT/ AMOUNT TRUCMA PRIOR AMOUNT MIPR ACRN JOB ORD NO ITEM 0.00 \$ * 1001AB W19ACW35M1 2 53459562147 974W35 NET CHANGE * ACCOUNTING INCREASE/DECREASE SERVICE NET CHANGE STATION NAME BY ACRN ACCOUNTING CLASSIFICATION 21 92035000096D6D02P53459525FB 511116 W52H09 AB Army NET CHANGE \$ X CUMULATIVE INCREASE/DECREASE PRIOR AMOUNT OBLIG AMT AMOUNT OF AWARD 1,707,307.84 NET CHANGE FOR AWARD:

974W35S11116 W52H09

EDI ACCOUNTING CLASSIFICATION

21 091120350000

S11116 96D6D025345956214725FB

ACRN

AB

	ORDER FOR SU	OPPLIES	OR SERVICES			- 1	
, CONTRACT PURCH ORDER/AGREEMENT NO.	2, DELIVERY ORDER	CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQ	UISITION/PURCH RE	QUEST NO.	S. PRIORITY
W52H09-05-D-0260	0003		2007JUN15	SEE	SCHEDULE	11001	DOA5
ISSUED BY TACOM-ROCK ISLAND ANSTA-LC-GAMC-B CHRISTINE CARSON (309)782-4301 ROCK ISLAND IL 61299-7630	CODE W52H09	DC 60 80	TERED BY (Hother than 6) MA DALLAS 0 NORTH PEARL STREET ITE 1630 LLAS TX 75201-2843		CODE S	4402A	X DELIVERY FOB X DESTINATION OTHER
EMAIL: CHRISTINE.CARSON@US.ARM	Y.NIL	SCD:	A PAS: NONE		ADP PT: HOO3		(See Schedule if other)
CONTRACTOR	CODE OBR64	FACI		AVER TO I	OB POINT BY (Date)		11. X IF BUSINESS IS
OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR AME RICHARDSON, TX 75061-2	769		SEE	YYMMMID SCHEDUL COUNT TE	Е		X SMALL SMALL DISADVANTAGEE WOMAN-OWNED
•			• 13. MA	IL INVOIC	ES TO THE ADDRESS	IN BLOCK	
TYPE BUSINESS: Other Se	all Business Perf	forming in	u U.S. See	Block 1	5		Malloca
SEE SCHEDULE	CODE	DF. DF. PO	NT WILL BE MADE BY AS COLUMBUS CENTER AS-CO/WEST ENTITLEME BOX 182381 LUMBUS ON 43218-23		CON	E HQ0339	PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
CALL X THIS DELIVERY ORD	ER IS ISSUED ON ANOTHER C	OVERNMENTA	GENCY OR IN ACCORDANCE WIT	TH AND SUBJ	ECT TO TERMS AND CO	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF Reference your		Quotation _	, Da	ted			
PURCHASE ACCEPTANCE, TI			s specified herein. THE OFFER REPRESENTED	BY THE NU	MBERED PURCHAS	E ORDER AS IT I	MAY PREVIOUSLY HAV
BEEN OR IS NOW	MODIFIED, SUBJECT TO	ALL OF THE	TERMS AND CONDITIONS S	ET FORTH,	AND AGREES TO PE	RFORM THE SA	ME.
NAME OF CONTRACTOR If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA				NAME ANI	TITLE		SIGNED 'MMMDD)
If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA/	tance and relarn the fellowi LOCAL USE		capies:			(٧٧)	
If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA/	tance and relarn the fellowi LOCAL USE			11. UNIT	22. UNIT PRICE		
If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA/	dance and return the fellowi LOCAL USE		20. QUANTITY ORDERED)	11,		(٧٧)	
If this box is marked, supplier must sign Accept. ACCOUNTING AND AFPROPRIATION DATA/ SEE SCHEDULE B. ITEM NO. 19. SCHEDULE OF SUPPLIES/ SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts a: Cquantity accepted by the Government is sme as quantity ordered, indicate by X.	dance and relarn the follows LOCAL USE SERVICE and Priced Orders 24. UNITED STATES OF A LISA DEVI	ing number of	20. QUANTITY ORDERED ACCEPTED*	II. UNIT		(٧٧)	\$2,233,418.00
If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA/ SEE SCHEDULE BITEM NO. 19. SCHEDULE OF SUPPLIES/ CONTRACT TYPE: Firm-Fixed-Price EIND OF CONTRACT: Supply Contracts a quantity accepted by the Government is me as quantity accepted below smilly ordered, indicate by X. different, enter actual quantity accepted below smilly ordered and excited.	dance and relarn the follows LOCAL USE SERVICE and Priced Orders 24. UNITED STATES OF A LISA DEVI	ing number of	20. QUANTITY ORDERED ACCEPTED*	II. UNIT		23. AMOUNT 25. TOTAL 26. DIFFERENCE:	\$2,233,418.00
SEE SCHEDULE S. ITEM NO. 19. SCHEDULE OF SUPPLIES/ SEE SCHEDULE S. ITEM NO. 19. SCHEDULE OF SUPPLIES/ SEE SCHEDULE SEE SCHE	Annce and return the following	MERICA LIN /SIGN LINGUS.ARI	ED/ NY.MIL (309) 782-5541 CONT	II. UNIT	22. UNIT PRICE DRDERING OFFICER	25. TOTAL 26. DIFFERENCE:	\$2,233,418.00 \$
If this box is marked, supplier must sign Accept. ACCOUNTING AND APPROPRIATION DATA/ SEE SCHEDULE SITEM NO. 19. SCHEDULE OF SUPPLIES/ SEE SCHEDULE CONTRACT TYPE: FITH-FIxed-Price KIND OF CONTRACT: Supply Contracts at Equantity accepted by the Government is smue as quantity arcepted below usentity ordered and enerticle. 7a. QUANTITY IN COLUMN 20 HAS BEEN INSPECTED RECEIVED	Annce and return the following	MERICA LIN /SIGN LINSUS.ARI	20. QUANTITY ORDERED/ ACCEPTED* ED/ WY.MIL (309)782-5541 CONT	II. UNIT	22. UNIT PRICE	25. TOTAL 26. DIFFERENCE:	\$2,233,418.00 \$
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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0003

MOD/AMD

Page 2 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

- 1. DELIVERY ORDER 0003 IS ISSUED FOR 200 EACH M137A2 PANDRAMIC TELESCOPE, MSN 1240-01-483-6103, PN 12984713.
- 2. THE UNIT PRICE OF X + EACH REPLECTS THE UNIT PRICE FOR CLIN 8001 FOR ORDERING PERIOD 82, 1 JUL 2006 THROUGH 30 JUN 2007. TOTAL VALUE OF THIS DELIVERY ORDER IS
- 3. THE MAXIMUM ALLOWABLE QUANTITY UNDER THE LONG TERM CONTRACT IS TEACH OF M137A2 AND EACH M137A3. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THE CONTRACT IS EACH M137A2 AND 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 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD

Page 3 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-6103 FSCM: 19200 PART MR: 12984713 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY	*	EA	₩	\$ 2,233,416.00
	NOUN: M137AZ TELESCOPE, PANGRAMIC PRON: M171R213M1 PRON AMD: 01 ACRN: AA AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H097151H975 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 30-AUG-2008				
	FOB POINT: Destination				
	SHIP TO: (W31G1Z) XR W0L7 ANNISTOW MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 180 ANNISTON AL 36201-4199				
	CONTRACT/DELIVERY ORDER NUMBER W52R09-05-D-0260/0003				
	DOC SUPPL				
	002 X 30-NOV-2008				
	FOR POINT: Destination				
	SHIP TO: (W6202T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000				
	CONTRACT/DELIVERY ORDER NUMBER				į
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Page 4 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

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	002	*	30-DEC-2008				
	003	*	30-JAN-2009				
	004	*	28-PEB-2009				
	005	*	30-MAR-2009				
	006	*	30-APR-2009				
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Page 5 of 5 Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0003 MOD/AMD Name of Offeror or Contractor: OFTEX SYSTEMS INC CONTRACT ADMINISTRATION DATA JOB PROM/ ACCOUNTING OBLIGATED LINE AMS CD/ OBLG ORDER NUMBER STATION AMOUNT 26KB S11116 W52H09 060011 ş TOTAL OBLIGATED ACCOUNTING SERVICE TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT NAME 97 X4930AC9G 6D 26KB \$11116 W52H09 AA Army TOTAL 2,233,418.00 ACRN EDI ACCOUNTING CLASSIFICATION S11116

97 0X0X4930AC9G S11116 76D00000600110000026KB

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· va		2007	OCT18	SEE SCH	EDULE				
6. Issued By	iiii	Code	W52H09	7. Administered By	(If other	than Item 6)		Code	84402
TACOM-ROCK ISLAND	0			DCMA DALLAS					-
AMSTA-LC-GAWC-B				600 NORTH PE	ARL STRE	CET			
CHRISTINE CARSON	(309) 782-4301			SUITE 1630					
ROCK ISLAND IL 6	61299-7630			DALLAS TX 75	201-2843	1			
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OPTEX SYSTEMS INC									
1420 PRESIDENTIAL	L DR				1 1	9B, Dated (See	Item 11)		
RICHARDSON, TX 75	1081-2769				1				
					х	10A. Modifica	tion Of Contract/	Order No.	
					[4]			A 10.75.1 W. 1820.	
THE PERSONNEL AL						W52H09-05-D	-0360/0003		
	ther Small Business	Performing	in u.s.		1 1	10B. Dated (Se	ee Item 13)		
Code OBK64	Facility Code					2007JUN15			
	11. T	HIS ITEM ON	LY APPLI	ES TO AMENDMEN	TS OF S	DLICITATION	is		
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offer submitted; or (c) ACKNOWLEDGMEI SPECIFIED MAY RE change may be made to opening hour and date 12. Accounting And App ACRN: AA NET INCR KIND MOD CODE: 8	regreation Progression Fred Progression 13. THIS	telegram which O AT THE PLA N OF YOUR (provided each t quired) ITEM ONLY It Modifies at To:	includes a ACE DESIG DEFER. If elegram or	SNATED FOR THE I by virtue of this amen	tation an RECEIPT dment yo e to the so	d amendment r OF OFFERS u desire to cha elicitation and to NTRACTS/OR Item 14.	numbers. FAILUI PRIOR TO THE nge an offer alrea his amendment, a	RE OF YOUR HOUR AND D dy submitted, and is received	ATE such prior to t
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PIIN/SIIN W52H09-05-D-0260/0003

MOD/AMD 01

Page 2 of 5

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 GRAIDE BY X 1 EACH. FEET INCORPORATION OF ECP H07A2020 INTO BASIC AMARD. THIS IS A TOTAL INCREASE TO DELIVERY ORDER 0003 OF X ... FROM X TO X
- 2) TO REVISE THE DELIVERY SCHEDULE. SEE SECTION B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF MARRATIVE ADOD2 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 01 Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1240-01-483-6103 FSCM: 19200 PART NR: 12964713 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY	*	EA	\$_ - *	\$2,238,034.00
	NOUN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries ox Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD NARK FOR TP CD 001 W52H097151H975 W31G1Z J 1 DEL REL CD QUANTITY DEL DATE 001 \$\frac{1}{2}\$ 30-NOV-2008				
	FOB POINT: Destination				
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	W52H09-05-D-0260/0003				
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Reference No. of Document Being Continued PHN/SHN M52H09-05-D-0260/0003 MOD/AMD 01 Page 4 of 5

Name of Offeror or Contractor: GPTEX SYSTEMS INC

ITEM NO		SUPPLIES/SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	005	*	30-MAR-2009				
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Reference No. of Document Being Continued Page 5 of 5 CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0003 MOD/AMD 01 Name of Offeror or Contractor; OPTEX SYSTEMS INC SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE AMOUNT X ITEM MIPR ACRN JOB ORD NO PRIOR AMOUNT TRIJOMA 0001AB M171R213M1 AA 2 060011 NET CHANGE NET CHANGE ACCOUNTING INCREASE/DECREASE ACCOUNTING CLASSIFICATION NAME BY ACRN STATION AMOUNT AA 26KB S11116 Army 97 X4930AC9G 6D W52H09 NET CHANGE × PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG AMT NET CHANGE FOR AWARD: 2,238,034.00 X EDI ACCOUNTING CLASSIFICATION ACRN 97 0X0X4930AC9G S11116 76D00000600110D00026KB AA 811116

2. Amendment/Modification No. 02 2008AUG06 SER SCREDULR SER SCREDULR 1. Administered By (If off DCMA TEXAS 600 NORTH PEARL S SUITE 1630 DALLAS TX 75201-2 EMAIL: MATTHEN KOPELGUS.ARMY.MIL SCD A 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC OPTEX SYSTEMS INC 1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 The above numbered solicitation is amended as set forth in item 14. The hour and date specified is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the soli (a) By completing items 8 and 15, and returning offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment change may be made by telegram or letter, provided each telegram or letter makes reference 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 OXIDA ACMINISTRICAL SET ON THE RECEING OXIDA ACMINISTRICAL SET OXIDA ACMIN	PAS NONE 9A. Amenda 9B. Dated (3 10A. Modifi W52H09-05- 10B. Dated 2007JUN15 SOLICITATIO for receipt of citation or as a	AD ment Of Solicitat See Item 11) ication Of Control -D-0260/0003 (See Item 13) ONS Offers mended by one of	act/Order No.
6. Issued By TACOM-ROCK ISLAND ANSTR-LC-GRA-A ANSTR-LC-GRA-A ANSTR-LC-GRA-A ANSTR-LC-GRA-A ANSTR-LC-GRA-A ANSTR-LC-GRA-A ANSTR-LC-GRA-A BATHEN KOPEL (1997-7630) EMAIL: MATTHEN KOPELSUS ARMY.MIL SCD A 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1-20 PRESIDENTIAL DR RICHARDSON, TX 75081-2769 Type Business: Other Small Business Performing in U.S. Code OBK64 Facility Code 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF The above numbered solicitation is amended as set forth in item 14. The hour and date specified is extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the soli (a) By completing items 8 and 15, and returning copies of the amendments: (b) By a offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment change may be made by telegram or letter, provided each telegram or letter makes reference to the opening hour and date specified. 12. Accounting And Appropriation Data (If required) SEE SECTION G (IF APPLICABLE) XIND MOD CODE: 8 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C It Modifies The Contract/Order No. As Described. A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes 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. 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitat	PAS NONE 9A. Amenda 9B. Dated (3) 10A. Modifi W52H09-05- 10B. Dated 2007JUN15 SOLICITATION If or receipt of	AD ment Of Solicitat See Item 11) lention Of Contra -D-0260/0003 (See Item 13) ONS Offers mended by one of	OP PT HQ0339 tion No. met/Order No.
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ANSTA-LC-GFA-A MATTHEW EOPEL (309)782-7888 ROCK ISLAND IL 61299-7630 EMAIL: MATTHEW EOPELGUS. ARMY. MIL SCD A 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC 1420 PRESIDENTIAL DE RICHARDSON, TX 75081-2769 The above numbered solicitation is amended as set forth in item 14. The hour and date specified is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the sol (a) By completing items 8 and 15, and returning copies of the amendments: (b) By a offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment change may be made by telegram or letter, provided each telegram or letter makes reference to the opening hour and date specified. 12. Accounting And Appropriation Data (If required) SEE SECTION G (IF APPLICABLE) XIND MOD CODE: 8 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C It Modifies The Contract/Order No. As Described A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes Set Forta 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, is required to sign this document and return. 44. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation of the property of the section headings, including solicitation.	PAS NONE 9A. Amenda 9B. Dated (1) 10A. Modifi W52H09-05- 10B. Dated 2007JUN15 SOLICITATION If for receipt of citation or as an extensive degree of and amendment	See Item 11) Ication Of Control -D-D260/0003 (See Item 13) ONS Offers mended by one of eccipt of this am	tion No.
BMATTHEN ROPEL (309) 782-7838 ROCK ISLAND IL 61299-7630 EMAIL: MATTHEN ROPELSUS ARMY MIL SCD A 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC (1420 PRESIDENTIAL DE RICHARDSON, TX 75081-2769 TYPE BUSINESS: Other Small Business Performing in U.S. Code 0BR64 Facility Code 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF The above numbered solicitation is amended as set forth in item 14. The hour and date specified is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the soli (a) By completing items 8 and 15, and returning copies of the amendments; (b) By a offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment change may be made by telegram or letter, provided each telegram or letter makes reference to the opening hour and date specified. 12. Accounting And Appropriation Data (If required) SEE SECTION G (IF APPLICABLE) XIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 IS. THIS ITEM ONLY APPLIES TO Authority OF: X D. Other (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return is not, is required to sign this document and return is not, is required to sign this document and return is not, is required to sign this document and return is in not, is required to sign this document and return is not.	PAS NONE 9A. Amenda 9B. Dated (1) 10A. Modifi W52H09-05- 10B. Dated 2007JUN15 SOLICITATION If for receipt of citation or as an extensive degree of and amendment	See Item 11) Ication Of Contro- D-D260/0003 (See Item 13) ONS Offers mended by one of eccipt of this am	tion No.
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EMAIL: MATTHEN.ROPELOUS.ARMY.MIL 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 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the soli (a) By completing items 8 and 15, and returning copies of the amendments: (b) By a offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment change may be made by telegram or letter, provided each telegram or letter makes reference to the opening hour and date specified. 12. Accounting And Appropriation Data (If required) SEE SECTION G (1F APPLICABLE) 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C KIND MOD CODE: 8 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF C The Contract/Order No. In Item 10A. B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes 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, is required to sign this document and return 44. Description Of Amendment/Modification (Organized by UCF section headings, including solicitated).	PAS NONE 9A. Amenda 9B. Dated (1) 10A. Modifi W52H09-05- 10B. Dated 2007JUN15 SOLICITATIO for receipt of citation or as a citation or as are and amendmen	See Item 11) Ication Of Contro- D-D260/0003 (See Item 13) ONS Offers mended by one of eccipt of this am	tion No.
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	on/contract su	_ copies to the Is biect matter whe	
SEE SECOND PAGE FOR DESCRIPTION	om contract su	bject matter whe	a e reasione.)
	e 2023 W	20 20	T 6 727 245
xcept as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as nd effect.	heretofore cha	nged, remains ur	ach anged and in full force
SA. Name And Title Of Signer (Type or print) 16A. Name And Titl	e Of Contracti	ng Officer (Type	or print)
JOYCE L KLEIN		35 808M	
5B. Contractor/Offeror 15C. Date Signed 16B. United States (DAME NOT	762-5051	16C. Date Signed
ISC. Date cigared Total United States (RMY.MIL [305		Toc. Date Signed
(Signature of parson authorized to sign)			2008AUG06
(Signature of person authorized to sign) (Signature SN 7540-01-152-8070 30-105-02	Of America /SIGNED/	- Officers	FORM 30 (REV. 10-83)

Reference No. of Document Being Continued Page 2 of 5 CONTINUATION SHEET PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 02

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification 02 to W52H09-05-D-0268 DO 0003 is to:

1) Divert Shipments of 175 ea

From: W31G1Z

XR W0L7 Anniston Munitions Center XU DEF DIST DEPOT San Joaquin Trans Officer 256 235 6837 CL V 7 Frankford Ave Bldg 380 Anniston AL 36201-4199

W62G2T

25600 S Chrisman Road Rec Whee 10 PH 209 839 4307 CA 95304-5000 Tracy

W25G1U

SU Transportation Officer DDSP New Cumberland Facility 2001 Mission Drive Door 113 134 New Cumberland PA 17070-5001

XU WOK8 USA Rock Island Arsenal Bldg 299 Gillespie Av and Beck Lane Rock Island IL 61299-5000

2) For administrative purposes, the diverted shipments from Annistion, Tracy, and New Cumberland (CLIN 0001AB DOC REL CODE 001, 002, 003) to Rock Island will be under Clin 0001AC.

3) The --- * Ollar value of CLIN 9001AB is decreased by 🛠 . | from 🛠

to 🗡

. CLIN 0001AC is added for

4) All other terms and conditions remain the same.

*** END OF MARRATIVE AGGGS ***

Reference No. of Document Being Continued
PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 02

Page 3 of 5

Name of Offeror or Contractor: OPTEX SYSTEMS INC

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
9001	NSN: 1240-01-483-6103 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
GA100	PRODUCTION QUANTITY	*	EA	\$	s*
	NOUN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011				
	NSN: 1240-01-483-6103				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD OD1 W52H097151H975 W31G1Z J DEL REL CD QUANTITY DEL DATE 001 \$\frac{1}{2}\$ 30-NOV-2008				
	FOB POINT: Destination				
	SHIP TO: (W31G1Z) XR WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199				
	CONTRACT/DELIVERY CRDER NUMBER W52H09-05-D-0260/0003				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52B097151H976 W62G2T J 1 DEL REL CD QUPSTITY DEL DATS 001				
	002 DELETED				
	FOR POINT: Destination				
	SHIP TO:				
	(W62G2T) XR W1BG DEF DIST DEPOT SAN JOAQUN 25600 S CHRISMAN ROAD			I.	1

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 02

Page 4 of 5

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 CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0003 DOC SUPPL REL CD MILSTRIP ADDR SIG CD NARK FOR TP CD 003 DELETED Ship To: (W52H1C) XU WOKS USA Rock Island Arsenal Bldg 299 Gillespie Av amd Beck Lane Rock Island II, 61299-5000 [End of narrative F001]				
001AC	PRODUCTION QUANTITY NOUN: M119 HOWITZER M137 PRON: 2C8150221A PRON AMD; 01 ACRN: AB	¥	EA	\$_ *	s x
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	004 ¥ 28-FEB-2009 005 ¥ 30-MAR-2009				
	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.				

Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0003

Name of Offeror or Contractor: OPTEX SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

AMS CD/ LINE MIPR ITEM

0001AB M171R213M1 060011

ACRN JOB ORD NO AA 2

AB

PRIOR AMOUNT

INCREASE/DECREASE AMOUNT

CUMULATIVE

AMOUNT

0001AC 2C8150221A 32101366022

A18P30222R2C

2 8RM223

NET CHANGE 0.00

SERVICE Army

NET CHANGE BY ACRN AA AB

ACCOUNTING CLASSIFICATION 97 X4930AC9G 6D

26KB S11116 82033000085R5R13F32101331E1 S28017 ACCOUNTING STATION W52H09 WS2H09

INCREASE/DECREASE AMOUNT

NET CHANGE

0.00

PRIOR AMOUNT

OF BURDS

INCREASE/DECREASE AMOUNT

CUMULATIVE OBLIG AMT

NET CHANGE FOR AWARD: \$

0.00

2,238,034.00

ACRN AA AB

Army

EDI ACCOUNTING CLASSIFICATION

97 0X0X4930AC9G 21 081020330000

S11116 76D00000600110000026KB \$28017 85R5R133210136602231E1

S11116 W52H09 BRM223S28017 W52H09

AMENDMENT OF SOLIC	CITATION/MODIFICATI	ION OF CONT	FRACT	1. Contract ID Code Firm-Pixed-Price	Page 1 Of6
. Amendment/Modification No.	3. Effective Date	4. Requisition/Pu	rchase Req		No. (If applicable)
03	20099EP10	SEE S	CHEDULE		
. Issued By	Code WS2H09	7. Administered l	By (If other	than Item 6)	Code S440
TACOM-ROCK ISLAND		DCMA, TEXA 600 NORTH		E-E-E-E-E-E-E-E-E-E-E-E-E-E-E-E-E-E-E-	
CCTA-AR-FA MATTHEW KOPEL (309)782-7888	9	SUITE 1630		000 2	
ROCK ISLAND IL 61299-7630		DALLAS TX	75201-2	943	
			SCD A	PAS NONE A	DP PT HQ0339
EMAIL: MATTHEW. KOPEL@US. ARI Name And Address Of Contractor	AY .MIL. r (No., Street, City, County, State an	d Zip Code)		9A. Amendment Of Solicit	
OPTEX SYSTEMS INC.		S\$1 S\$1.			
1420 PRESIDENTIAL DR RICHARDSON, TX 75081-2439				9B. Dated (See Item 11)	
			x	10A. Modification Of Con	tract/Order No.
TYPE BUSTNESS, Other C11	Business Performing in U.S.			W52H09-05-D-0260/0003	
Code 0BK64 Facility		701.		10B, Dated (See Item 13) 2007JUN15	
ode variety	11. THIS ITEM ONLY APPL	IES TO AMENDMI	ENTS OF S	OLICITATIONS	
2. Accounting And Appropriation I ACRN: AC NET INCREASE:	Date (If required) 13. THIS ITEM ONLY APPLIES	TO MODIFICATIO	NS OF CO	NTRACTS/ORDERS	
KIND MOD CODE: G	It Modifies The Contr			Item 14.	
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B. The Above Numbered Con	stract/Order Is Modified To Reflect suant To The Authority of FAR 43.1		Changes (s	uch as changes in paying of	fice, appropriation data, etc.
	nent Is Entered Into Pursuant To Ai		3 (a) (1)		
X C. This Supplemental Agreen		atnority OI: 43.10			
C. This Supplemental Agreen D. Other (Specify type of mod	dification and authority)				
D. Other (Specify type of mod	diffication and authority)	n this document and	l return		Issuing Office.
D. Other (Specify type of mod IMPORTANT: Contractor	dification and authority) is not, is required to signification (Organized by UCF section	n this document and	l return		
D. Other (Specify type of mode.) E. IMPORTANT: Contractor 14. Description Of Amendment/Mode. SEE SECOND PAGE FOR DESCRIP	dification and authority) is not, is required to signification (Organized by UCF section	n this document and n headings, including	l return g solicitatio	n/contract subject matter w	here feasible.)

JOYCE.KLEINWUS.ARMY.MIL (309)782-5051 15C. Date Signed 16C, Date Signed 15B. Contractor/Offeror 16B. United States Of America By /SIGNED/
(Signature of Contracting Officer) 2009SEP10 (Signature of person authorized to sign)
NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

*Confidential Treatment Requested

C 94.

CONTINUATION SHEET Reference No. of Document Being Continued

PHN/SHN W52H09-05-D-0260/0003

MOD/AMD 03

Page 2 of 6

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 CLIMS 0001AB and 0001AC from
- by 🗙 , 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 (\$\frac{1}{8}\) for a total unit price of \$\frac{1}{8}\\$ and for CLIN 0001AC, the contractor shall bill against CLIN 0001AC, \$\frac{1}{8}\\$ (1) for a total unit price of \$\frac{1}{8}\\$ and \$\frac{1}{8}\\$ (2) for a total unit price of \$\frac{1}{8}\\$ (3) for a total unit price of \$\frac{1}{8}\\$ (4) for a total unit price of \$\frac{1}{8}\\$ (5) for a total unit price of \$\frac{1}{8}\\$ (5) for a total unit price of \$\frac{1}{8}\\$ (1) for a total unit price of \$\frac{1}{8}\\$ (2) for a total unit price of \$\frac{1}{8}\\$ (3) for a total unit price of \$\frac{1}{8}\\$ (3) for a total unit price of \$\frac{1}{8}\\$ (3) for a total unit price of \$\frac{1}{8}\\$ (4) for a total unit price of \$\frac{1}{8}\\$ (5) for a tota
- 4. To date, the total quantity left for delivery for CLIN's 0001AB and 0001AC is ** each, Panoramic Telescope, NSN: 1240-01-483-6103, PN: 12984713.
- 5. Revised the delivery schedule, see section B.
- All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

C-95

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 3 of 6

PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 03

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
9901 <u>.</u>	NSN: 1240-01-483-6103 FSCM: 19200 PART NR: 12984713 SECURITY CLASS: Unclassified				
0001AB	PRODUCTION QUANTITY	*	EA	\$-* ···	s*
	NOUN: TELESCOPE, PANORAMIC PRON: M171R213M1 PRON AMD: 02 ACRN: AA AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				-
	Deliveries or Performance				
	FOB POINT: Destination				
	SHIP TO: (W31G1Z) IR WOL7 ANNISTON MUNITIONS CTR TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG #380 ANNISTON AL 36201-4199				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0260/0003				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H097151H976 J 1 DEL REL CD QUANTITY DEL DATE 001 X 30-APR-2010				
	FOB POINT: Destination				
	SHIP TO: (W62G2T) XR WIBG DEF DIST DEPOT SAN JOAQUN 25600 S CHRISMAN ROAD REC WHSE 16B PH 209 839 4307 TRACY CA 95304-5000				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-05-D-0269/0003				l _s
					Treatment Requ

Reference No. of Document Being Continued PIIN/SIIN %52H09-05-D-0260/0003 MOD/AMD 03 Page 4 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

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Packaging and M	arking					
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008	*	30-JAN-2011				
FOB POINT: Dest	ination					
SHIP TO: {Y00000} CONT						
SECURITY CLASS:	Unclassified					
UNIT PRICE INCR	EASE					s y é
PRON: W19ABW35M	1 PRON AMD:	01 ACRN+ AC				
also billed agai	nst this CLIN 1					
	BOUN: M119 HOW! PRON: 2081502211 AMS CD: 32101361 Packaging and M Inspection and I INSPECTION: Orig Deliveries or Pa DOC REL CD MILST 001 W155W9820 DEL REL CD 001 002 003 004 005 006 007 008 FOB POINT: Dest: SHIP TO: {Y00000} CONT: SECURITY CLASS: UNIT FRICE INCR! NGUN: PACKAGING PRON: W19ABW35M AMS CD: 5345956: Items shipped on also billed again	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTA Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR S 001 W15EM982073345 Y00000 DEL REL CD QUANTITY 001 X 002 X 003 X: 004 X 005 X 006 X 007 X 008 X FOB POINT: Destination SHIP TO: (Y00000) CONTRACT/DELIVERY O W52H09-05-D-02 SECURITY CLASS: Unclassified UNIT PRICE INCREASE ROUN: PACKAGING FOR PANTELS PRON: W19ABW35M1 PRON AMD: AMS CD: 53459562147 Items shipped on CLIN 0001AB on	HCUN: M119 HCWITTER M137 PROM: 2C8150221A PRON AMD: 01 ACRN: AB AMS CD: 32101366022 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DCC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CO 001 W155M982073345 Y00000 M 30-APR-2010 DEL REL CD QUANTITY DEL DATE 001	HOUN: M119 HOWITHER M137 PRON: 2C8150221A PRON AMD: 01 ACRN; AB AMS CD: 32101366022 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 WISSM98207334S Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 X 30-APR-2010 002 X 28-MAY-2010 003 X: 27-AUG-2010 004 X 30-SEP-2010 005 X 29-OCT-2010 006 X 30-NOV-2010 007 X 31-DEC-2010 008 X 20-JAN-2011 FOB FOINT: Destination SHIP TO: (Y00000) CONTRACT/DELIVERY ORDER HUNGER W52R09-05-D-0260/0003 SECURITY CLASS: Unclassified UNIT FRICE INCREASE NOUN: PACKAGING FOR PANTELS PRON: W19ARM3SM1 PRON AMD: 01 ACRN: AC AMS CD: 53459562147 ILEMS shipped on CLIN 0001AB or 0001AC shall also billed against this CLIN 1002AA for 42.66	HOUN: M119 HOWITEER M137 PRON: 2C8150221A PRON AMD: 01 ACRN: AB AMS CD: 32101366022 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W158W982073345 Y00000 M SEL DATE 901	HOUN: M119 HOWITZER M137 PRONN: 2C6156221A PRON AMD: 01 ACRN: AB AMS CD: 3210166022 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DCC SUPPL REL CD MILETRY ADDR SIG CD MARK FOR TO COL WISSM992073345 V90000 M TO TO COL WISSM992073345 V90000 M TO TO TO TO TO TO TO TO TO TO TO TO TO

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CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W52H09-05-D-0260/0003 MOD/AMD 03 Page 5 of 6

Name of Offeror or Contractor: OPTEX SYSTEMS INC.

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	THIS CLIN IS FOR BILLING P SEPERATE DELIVERY REQUIRED (End of n					
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	Deliveries or Performance DLVR SCH REL CD QUANTIT 001 0	PERF COMPL Y DATE 30-SEP-2011				
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Page 6 of 6 Reference No. of Document Being Continued CONTINUATION SHEET PHN/SHN W52H09-05-D-0260/0003 MOD/AMD 03 Name of Offeror or Contractor: OPTEX SYSTEMS INC. SECTION G - CONTRACT ADMINISTRATION DATA PROM/ CUMULATIVE INCREASE/DECREASE OBLG STAT/ AMS CD/ LINE * PRIOR AMOUNT MIPR ACRN JOB ORD NO ITEM x 2 \$ 0.00 \$ 1001AB W19ABW35M1 53459562147 974W35 NET CHANGE INCREASE/DECREASE ACCOUNTING SERVICE NET CHANGE STATION AMOUNT BY ACRN ACCOUNTING CLASSIFICATION HAME × 21 92035000096D6D02P53459525FB S11116 W52H09 AC Army NET CHANGE * CUMULATIVE INCREASE/DECREASE PRIOR AMOUNT OF AWARD AMOUNT OBLIG AMT 2,246,570.00 NET CHANGE FOR AWARD: EDI ACCOUNTING CLASSIFICATION ACRN 974W35S11116 W52H09 S11116 96D6D025345956214725FB 21 091120350000

AC

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
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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 Crea	ation Date: 08-JUN-2009 10:03:27
Bill to:	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Freight Carrier:	Revision Date: PO Status: APPROVED Freight Terms: FCA SP REFER TO GDLS ROUTING GUI Total PO Value: 3,401,907.00
Payment Terms: PO Currency:	MNS2 USD		PO Award Code: 3A PO Description: Production PO
SUPPLIER Company: Supplier No.: Site: Address:	Optex Systems Inc 503610 RICHARDSON 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 Mangement

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

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551 PO Revision 0 Page 2 of 7

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
- 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

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO Revision 0 Page 3 of 7

(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.

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 furnigated 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.

Routing Instructions

*For complete freight routing instructions please go to the General Dynamics Land Systems website at http://www.gdis.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

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.

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.

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Terms and Conditions

Please refer to the General Dynamics Land ! www.gdls.com for purchase order terms

*Confidential Treatment Requested ARY DONOHUE



Land Systems

STANDARD PURCHASE ORDER

PO #40050551 PO Revision 0 Page 5 of 7

38500 Mound Road, Sterling Heights, MI 48310

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Terms and Conditions
Please refer to the General Dynamics Land
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Land Systems

STANDARD PURCHASE ORDER

PO Revision 0 Page 6 of 7

38500 Mound Road, Sterling Heights, MI 48310

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Terms and Conditions
Please refer to the General Dynamics Land S
www.gdls.com for purchase order terms a

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Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551 PO Revision 0 Page 7 of 7

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End of Contract

Terms and Conditions
Please refer to the General Dynamics Land Syste
www.gdls.com for purchase order terms and c

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Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551 PO Revision 1 Page 1 of 9

1 1

Ship To:	General Dynamics Land Systems	PO Cre	eation Date: 08-JUN-2009 10:03:27
Bill to:	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	Freight Terms: F	vision Date: 28-SEP-2009 10:57:45 PO Status: APPROVED CA-Seller's Dock (Incoterms 2000) REFER TO GDLS ROUTING GUI Total PO Value: 5,380,137.00
Payment Terms: PO Currency:	MNS2 USD		PO Award Code: 3A PO Description: Production PO
SUPPLIER Company: Supplier No.: Site: Address:	Optex Systems inc 503610 RICHARDSON 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 1 ISSUED 9/28/09 TO INCREASE PURCHASE ORDER QUANTITY B. 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

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

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 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.

Terms and Conditions

Please refer to the General Dynamics Land S www.gdls.com for purchase order terms a

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STANDARD PURCHASE ORDER

I and Systems 38500 Mound Road, Sterling Heights, MI 48310 PO Revision 1 Page 2 of 9

(DTC3)

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.

- 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

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,

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;

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.

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.

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)

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.

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 vinyi 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 Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

MARY DONOHUE

STANDARD PURCHASE ORDER

Land Systems 38500 Mound Road, Sterling Heights, MI 48310 PO #40050551 PO Revision 1 Page 3 of 9

(*) 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)

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.

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.

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 furnigated 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)

"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@gdis.com. (RTE)

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)

Reference GDLS standard procurement clause for (RAR) receiving acceptance rate on website: http://procurement.gdls.com (RAR)

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.

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.

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Terms and Conditions Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.	MARY DONOHUE

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #40050551 PO Revision 1 Page 4 of 9

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38500 Mound Road, Sterling Heights, MI 48310

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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:

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ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860000

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/02/2007

ORDER NO: PCL860000

TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DRIVE

SHIP TO:

GENERAL DYNAMICS

RICHARDSON TX 75081

. LIMA FACILITY 1161 BUCKEYE RD

LAND SYSTEMS DIVISION

LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS CRC2A

SHIP VIA: TRUCK F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

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: X- 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

AUDIT

COMMENCE NEGOTIATIONS

COMPLETE 5/11/2007 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: 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: 04/02/2007

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 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

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 3 OF BLANKET ORDER DATE: 04/02/2007

ORDER NO: PCL860000

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:

- LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
- 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.

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.

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:

X

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 4 OF BLANKET ORDER DATE: 04/02/2007

ORDER NO: PCL860000

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-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:

JULIE M. SCHNEIDER BUYER:B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

DATE: 04/02/2007

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 5 OF BLANKET ORDER

ORDER NO: PCL860000

C (CORE TEMERATURE) 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.

PROGRESS PAYMENTS IN ACCORDANCE WITH DFAR 232.501-1 ARE AUTHORIZED FOR THE CONTRACTS AND QUANTITIES LISTED BELOW:

CONTR	ACT NO.	160	QUA	NTI	ľΥ
GN001	RK00		*		
G0006	RNOO		×		
G0006	RP00	15	N.		
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 0001 X) 12548774

PERISCOPE ASSEMBLY

PRICE F UM-REV. E

EXT. PRICE

TOTAL BLANKET LIMIT

\$6 754 729 90

- 1. ADDITIONAL PROCUREMENT DATA: NONE
- DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008
- ** QUALITY REQUIREMENTS:

BUYER:

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

DATE: 04/02/2007

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 6 OF BLANKET ORDER

ORDER NO: PCL860000

*Confidential Treatment Requested

(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)

			5.4
	QG5.2 QJ21.1	(04/18/00) (12/8/97)	C = O SAMPLING PLAN INSPECTION DELEGATION
	QP93.0	(5/1/90)	PACKING SLIP REQUIREMENT
	QP6.0	(1/1/86)	ORDERING DATA SHEETS
MII	QK11.1 G-STD-171	(1/19/99)	PHY/TEST DATA-FILL IN
(20	QY2.9 (5)	(09/26/01)	FAT-QCS-4
	QY3.5	(1/22/94)	C.T QCS-4A (TDP)
125	QL31.0 48769	(12/4/87) .	FUNCTIONAL TEST (FILL-IN)
3	QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
	QG2A.4	(11/21/96)	(MIL-1-45208 ANS1/ISO 9000)

QK9.1 (1/19/99) QAP-CERT (FILL-IN) 4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY RATING
G0006	RN00		
G0006	RP00		
G0006	RST3	9	-

BUYER:

DATE: 04/02/2007

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 7 OF BLANKET ORDER

ORDER NO: PCL860000

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

Verified at: 9:43:20 AM on: 4/2/2007 by Domino Process

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*Confidential Treatment Requested

ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860000

GENERAL DYNAMICS

NUMBER: 9726800650

BLANKET ORDER

DATE: 04/11/2007

SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000

SUPPL.NO: 001

TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DRIVE

SHIP TO:

GENERAL DYNAMICS

RICHARDSON TX 75081

LAND SYSTEMS DIVISION LIMA FACILITY

1161 BUCKEYE RD LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N SHIP VIA: TRUCK

INVOICE TO: GENERAL DYNAMICS LAND SYSTEMS DIVISION

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

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

************************ 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

AUDIT

COMMENCE NEGOTIATIONS

COMPLETE 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. ********

BUYER:

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 2 OF

GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/11/2007

SUPPL.DATE: 04/11/2007

ORDER NO: PCL860000

SUPPL.NO: 001

SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:
THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY, RELIABILITY OR SAFETY OF THE END ITEM.

(NCG)

SCHEDULE ADJUSTMENT CLAUSE

GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED.

(SAC)

STATISTICAL METHODS AND STATISTICAL PROCESS CONTROL (SPC) IS MANDATORY FOR UTILIZATION BY THE SUPPLIER TO CONTROL THE MANUFACTURING PROCESS, CONTINUALLY IMPROVE QUALITY, AND REDUCE COSTS ASSOCIATED WITH THE DELIVERABLE END PRODUCT,
THE REQUIREMENTS FOR A PROCEDURE, CONTROL PLAN, AND SUPPLIER CERTIFICATION SHALL BE IN ACCORDANCE WITH THE GDLS SUPPLIER INSTRUCTIONS QCS-83-7.
ANY QUESTIONS REGARDING THE GDLS SPC PROGRAM SHOULD BE DIRECTED TO YOUR BUYER.

{SPC1}

VENDOR TO INVOICE EACH LINE ITEM EXACTLY AS SHOWN ON PURCHASE ORDER/RELEASE TO INSURE PROMPT PAYMENT. INVOICE MUST SHOW VENDOR NAME, PURCHASE ORDER NUMBER/RELEASE NUMBER, LINE ITEM NUMBER, PART NUMBER, QUANTITY SHIPPED, AND PRICE. (PS2)

ALL COMMUNICATION CONCERNING THIS P.O. SHOULD BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML.

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 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 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:

- LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
- PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
- 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.

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION

BUYER:

X

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GENERAL DYNAMICS ...

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 4 OF BLANKET ORDER

DATE: 04/11/2007 SUPPL.DATE: 04/11/2007 ORDER NO: PCL860000

SUPPL.NO: 001

FROM THE DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS OR DEPARTMENT OF COMMERCE, OFFICE OF EXPORT ADMINISTRATION BEFORE IT IS RELEASED TO A FOREIGN PERSON. THEREFORE, SELLER UNDERSTANDS THAT, IF IT IS A FOREIGN ENTITY, IT SHALL NOT RE-EXPORT OR, IF IT IS A U.S. ENTITY, IT SHALL NOT DISCLOSE TO ANY FOREIGN PERSON, ANY TECHNICAL DATA ACQUIRED UNDER THIS PURCHASE ORDER UNTIL AFTER NOTIFYING BUYER AND WRITTEN AUTHOR-IZATION FROM THE APPROPRIATE U.S. GOVERNMENT AGENCY IS OBTAINED.

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-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:

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

PAGE 5 OF

GENERAL DYNAMICS

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 TEMERATURE) 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.

PROGRESS PAYMENTS IN ACCORDANCE WITH DEAR 232.501-I 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

BUYER:

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GENERAL DYNAMICS

DATE: 04/11/2007 SUPPL.DATE: 04/11/2007 EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 6 OF BLANKET ORDER

ORDER NO: PCL860000 SUPPL.NO: 001

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}

QUANTITY PART-DESCRIPTION ITEM 0001 X 12548774

PERISCOPE ASSEMBLY

PRICE F UM-REV.

EXT.PRICE

EA

TOTAL BLANKET LIMIT

(MIL-1-45208 ANS1/ISO 9000)

\$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 UNDER THE PROCUREMENT BUTTON.

(WEB)

	-		
×	QG5.2 QJ21.1	(04/18/00)	C = O SAMPLING PLAN INSPECTION DELEGATION
	QP93.0	(5/1/90)	PACKING SLIP REQUIREMENT
	QP6.0	(1/1/86)	ORDERING DATA SHEETS
MII	QK11.1 -STD-171	(1/19/99)	PHY/TEST DATA-FILL IN
	QY2.9	(09/26/01)	FAT-QCS-4
(20	15)	8.0	
	QY3.5	(1/22/94)	C.T QCS-4A (TDP)
1.25	QL31.0 48769	(12/4/87)	FUNCTIONAL TEST (FILL-IN)
7000	.0.00	30	18 18 18 18 18 18 18 18 18 18 18 18 18 1
	QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION

BUYER:

QG2A.4

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437

(11/21/96)

EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

DATE: 04/11/2007

SUPPL.DATE: 04/11/2007

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 7 OF BLANKET ORDER

ORDER NO: PCL860000

SUPPL.NO: 001

(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.

BUYER:

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EXPEDITOR: E003 SUPPLIER NO: 23230

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.

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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

~~*~*~*~*~*

ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860000

GENERAL DYNAMICS

NUMBER: 9726800650

BLANKET ORDER

DATE: 04/17/2007

SUPPL.DATE: 04/17/2007

ORDER NO: PCL860000

SUPPL.NO: 002

TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DRIVE RICHARDSON TX 75081

SHIP TO:

GENERAL DYNAMICS

LAND SYSTEMS DIVISION

LIMA FACILITY 1161 BUCKEYE RD

LIMA OH 45804-1815

SUPPLIER NO: 23230 SHIP VIA: TRUCK CRC2A

CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

F.O.B.: RICHARDSON TX

LAND SYSTEMS DIVISION ACCOUNTING DEPARTMENT

TERMS: NET 30 DAYS

1161 BUCKEYE ROAD

EFFECTIVE DATE: 04/02/2007

LIMA OH 45804-1815 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 Y PCS AT CURRENT UNIT PRICE, REF SB0128225. THIS PRICE IS PART OF THE NTE ORDER AND IS SUBJECT TO DOWNWARD PRICE ADJUSMENT 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. PCLR60000

EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

PAGE 1 OF BLANKET ORDER

DATE: 04/17/2007

ORDER NO: PCL860000

SUPPL.DATE: 04/17/2007

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

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)

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BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

ORDER NO: PCL860000

PAGE 2 OF GENERAL DYNAMICS

BLANKET ORDER

DATE: 04/17/2007

SUPPL.DATE: 04/17/2007

ORDER NO: PCL860000

SUPPL.NO: 002

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[NCG]

SCHEDULE ADJUSTMENT CLAUSE

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(SAC)

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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:

BE DIRECTED TO THE UNDERSIGNED GDLS BUYER:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON GDLS FORM 84-005-807, 0808 AND 0809 IN EFFECT OF THE DATE OF THIS ORDER. TERMS AND CONDITIONS CAN BE FOUND AT WWW.GDLS.COM/PROCUREMENT/HTML. (DTC3)

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

ORDER NO: PCL860000 PAGE 3 OF

GENERAL DYNAMICS

PAGE 3 OF BLANKET ORDER DATE: 04/17/2007 SUPPL.DATE: 04/17/2007 ORDER NO: PCL860000

SUPPL.NO: 002

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:

- LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY;
- PROHIBIT THE DISCLOSURE OF THE TECHNICAL DATA TO ANY OTHER PERSON EXCEPT SUBCONTRACTORS WITHIN SELLER'S COUNTRY; AND
- 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.

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 EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 4 OF BLANKET ORDER DATE: 04/17/2007 SUPPL.DATE: 04/17/2007

ORDER NO: PCL860000 SUPPL.NO: 002

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.

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-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 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 5 OF BLANKET ORDER

ORDER NO: PCL860000

DATE: 04/17/2007

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 TEMERATURE) 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:

CONTR	ACT NO.	QUZ	ANTITY
GN001	RK00	*	
G0006	RNOO	×	
G0006	RP00	· ×	
G0006	RST3	×	1.
		7-	1.01

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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GENERAL DYNAMICS

DATE: 04/17/2007

SUPPL.DATE: 04/17/2007

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000

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ORDER NO: PCL860000

SUPPL.NO: 002

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}

\$6,814,227.42

ITEM QUANTITY PART-DESCRIPTION 0001 * 12548774

PRICE F UM-REV.

EXT. PRICE

PERISCOPE ASSEMBLY

TOTAL BLANKET LIMIT 1. ADDITIONAL PROCUREMENT DATA: NONE

2. DRWG REV G, DATED 07/26/04

WITH OD1993-C021, OD1995-L008

** QUALITY REQUIREMENTS:

QY11.8

(5/21/98) FIRST PIECE INSPECTION

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 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)

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

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ORDER NO: PCL860000

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GENERAL DYNAMICS

ORDER NO: PCL860000

DATE: 04/17/2007

SUPPL.DATE: 04/17/2007

SUPPL.NO: 002

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		10 10 10 10 10 10 10 10 10 10 10 10 10 1
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:

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ORDER NO: PCL860000 PAGE 8 OF 8

Verified at: 11:03:38 AM on: 4/17/2007 by Domino Process

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~~*~*~*~*~*~*

ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860000.

GENERAL DYNAMICS

NUMBER: 9726800650

BLANKET ORDER

DATE: 06/26/2007

SUPPL.DATE: 06/26/2007

ORDER NO: PCL860000

SUPPL.NO: 003

TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DRIVE RICHARDSON TX 75081

SHIP TO:

GENERAL DYNAMICS

LAND SYSTEMS DIVISION

LIMA FACILITY 1161 BUCKEYE RD

LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

SHIP VIA: TRUCK CRC2A

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

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 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 ADJUSMENT BASED ON AUDIT AND NEGOTIATIONS.

**************** SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE ******************

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. PCT.860000

EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

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ORDER NO: PCL860000

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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

AUDIT COMMENCE NEGOTIATIONS 6/11/2007 7/11/2007 8/11/2007

COMPLETE

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:

EXPEDITOR: - E003 SUPPLIER NO: 23230

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

ORDER NO: PCL860000

PAGE 2 OF

GENERAL DYNAMICS

BLANKET ORDER

DATE: 06/26/2007

SUPPL.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

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

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ORDER NO: PCL860000

GENERAL DYNAMICS

PAGE 3 OF BLANKET ORDER DATE: 06/26/2007 SUPPL.DATE: 06/26/2007

ORDER NO: PCL860000

SUPPL.NO: 003

THE UNIT PRICE SHALL BE ADJUSTED EITHER UPWARD OR DOWNWARD AS REQUIRED AS THE RESULT OF ANY 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;
- 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.

FURTHERMORE, TECHNICAL DATA WHICH MAY BE ACQUIRED OR GENERATED UNDER THIS PURCHASE ORDER MAY REQUIRE APPROPRIATE AUTHORIZATION

BUYER:

X

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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GENERAL DYNAMICS

DATE: 06/26/2007 SUPPL.DATE: 06/26/2007 ORDER NO: PCL860000 SUPPL.NO: 003

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,
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

M

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 5 OF BLANKET ORDER

ORDER NO: PCL860000

DATE: 06/26/2007

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 TEMERATURE) 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:

CONTR	ACT 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

BUYER:

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

DATE: 06/26/2007 SUPPL.DATE: 06/26/2007 EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 6 OF

BLANKET ORDER

ORDER NO: PCL860000 SUPPL.NO: 003

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.

ITEM QUANTITY PART-DESCRIPTION ¥--- 12548774

PRICE F UM-REV. EA

EXT. PRICE

PERISCOPE ASSEMBLY

TOTAL BLANKET LIMIT

- 1. ADDITIONAL PROCUREMENT DATA: NONE
- 2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008

** QUALITY REQUIREMENTS:

QY11.8

(5/21/98) FIRST PIECE INSPECTION

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)

005.0	104/10/001	a a grupt the print
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)
QJ8.1	(1/18/88)	GOVERNMENT SELECTIVE EVALUATION
QG2A.4	(11/21/96)	(MIL-1-45208 ANS1/ISO 9000)

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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GENERAL DYNAMICS

ORDER NO: PCL860000

SUPPL.NO: 003

DATE: 06/26/2007 SUPPL.DATE: 06/26/2007

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	200.000	
G0006	RP00	8	78
G0006	RST3		13

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: 7:45:49 AM on: 6/26/2007 by Domino Process

~~*~*~*~*~

ORIGINATOR: JULIE M ADAMSON

MESSAGE: B003 PCL860000

GENERAL DYNAMICS

NUMBER: 9726800650

DATE: 02/08/2008

SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000

SUPPL.NO: 004

BLANKET ORDER

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

SHIP VIA: TRUCK F.O.B.: RICHARDSON TX

TERMS: NET 30 DAYS

CRC2A

CATEGORY: S N 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: Y 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 🛠 FFP OF X . 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 SB0128225. THIS PRICE IS PART OF THE NTE ORDER AND IS SUBJECT TO DOWNWARD PRICE ADJUSMENT 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

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: 02/08/2008 ORDER NO: PCL860000

SUPPL.DATE: 02/08/2008 SUPPL.NO: 004

EXCEPT IT WILL BE SEQUENTIALLY INCREASED BY ONE FOR EACH RELEASE, (IE: BLANKET P.O. NO.: PBA020000; RELEASES; PBA020001, PBA020002, ETC.).

(BPL)

VALUE ENGINEERING INCENTIVE IN ACCORDANCE WITH FAR52.248-1 (INSTANT CONTRACT SAVING ONLY) APPLIES. SELLER'S SHARE IS PAYABLE TO SELLER PROMPTLY AFTER PAYMENT OF CREDIT BY THE GOVERNMENT TO BUYER.

(VE1)

PURCHASER AGREES TO PURCHASE AND SELLER AGREES TO FURNISH THE SUPPLIES OR SERVICES DESCRIBED BELOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE FACE HEREOF.

THIS IS A RATED ORDER FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR PART 700). SUPPLIER IS REQUIRED TO PLACE RATED ORDERS WITH SUB-TIER SUPPLIERS FOR ITEMS NEEDED TO FILL THIS ORDER.

{POTEXT}

SELLER SHALL MAKE NO CHANGE IN DESIGN, MATERIALS, MANUFACTURING LOCATION, MANUFACTURING PROCESSES, OR SOURCES OF SUPPLY, AFTER BUYER'S ACCEPTANCE OF THE FIRST PRODUCTION TEST ITEM OR AFTER ACCEPTANCE OF THE FIRST COMPLETED END ITEM, WITHOUT THE WRITTEN APPROVAL OF THE BUYER.

FOR ELECTRICAL COMPONENTS:

THE APPROVAL OF THE BUYER WILL NOT BE REQUIRED FOR THE SELLER TO MAKE CHANGES IN THE SOURCE OF SUPPLY OF COMPONENT PARTS WHICH ARE CLASSIFIED AS "PASSIVE COMPONENTS" SO LONG AS SUCH SUPPLY SOURCE CHANGES DO NOT AFFECT FORM, FIT, FUNCTION, QUALITY, RELIABILITY OR SAFETY OF THE END ITEM.

{NCG}

SCHEDULE ADJUSTMENT CLAUSE

GENERAL DYNAMICS LAND SYSTEMS DIVISION (GDLS) RESERVES THE RIGHT TO ADJUST EACH DELIVERY SCHEDULE DATE IN OR OUT BY UP TO FOUR (4) WEEKS (30 CALENDAR DAYS) FROM THE SCHEDULED ON DOCK NEED DATE. NOTIFICATION BY GDLS WILL BE RELEASED NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE IMPACTED.

(SAC)

BUYER:

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437

EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

GENERAL DINAMI

DATE: 02/08/2008

SUPPL.DATE: 02/08/2008

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000

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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 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

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

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GENERAL DYNAMICS

DATE: 02/08/2008

ORDER NO: PCL860000

SUPPL.DATE: 02/08/2008

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 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 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 BLANKET ORDER

GENERAL DYNAMICS

ORDER NO: PCL860000

SUPPL.NO: 004

DATE: 02/08/2008 SUPPL.DATE: 02/08/2008

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 (WFR)
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 TEMERATURE) 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.

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437

ORDER NO: PCL860000 PAGE 5 OF

EMAIL: ADAMSONJ@GDLS.COM

BLANKET ORDER

GENERAL DYNAMICS

ORDER NO: PCL860000

SUPPL.NO: 004

DATE: 02/08/2008 SUPPL.DATE: 02/08/2008

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)

QUANTITY PART-DESCRIPTION ITEM

PRICE F UM-REV.

EXT.PRICE

0001

12548774

. *

*

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:

FIRST PIECE INSPECTION QY11.8 (5/21/98)

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)

OG5.2 (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)

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437

EMAIL: ADAMSONJ@GDLS.COM
GENERAL DYNAMICS

ORDER NO: PCL860000

PAGE 6 OF BLANKET ORDER

DATE: 02/08/2008

SUPPL.DATE: 02/08/2008

ORDER NO: PCL860000

SUPPL.NO: 004

QY3.5 (1/22/94) C.T. - QCS-4A (TDP)

QL31.0 (12/4/87) FUNCTIONAL TEST (FILL-IN)

12548769

QJ8.1 (1/18/88) GOVERNMENT SELECTIVE EVALUATION

QG2A.4 (11/21/96) (MIL-1-45208 ANS1/ISO 9000)

QK9.1 (1/19/99) QAP-CERT (FILL-IN)

4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. (12548773)

CONTRACTS ARE ASSIGNED AS FOLLOWS:

ALIAS	SEGMENT	WBS	PRIORITY	RATING
G0006	RN00			
G0006	RP00			
G0006	RST3			

THE APPROXIMATE FORECASTED QUANTITY OF PARTS TO BE RELEASED PER YEAR 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:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860000 PAGE 7 OF 7

~~*~*~*~*~*~*

Verified at: 8:45:35 AM on: 2/8/2008 by Domino Process

~~*~*~*~*~*~*

ORIGINATOR: JULIE M ADAMSON

MESSAGE: B003 PCL860000

GENERAL DYNAMICS

NUMBER: 9726800650

DATE: 03/20/2008

SUPPL.DATE: 03/20/2008

ORDER NO: PCL860000

SUPPL.NO: 005

BLANKET ORDER

TO: OPTEX SYSTEMS INC

1420 PRESIDENTIAL DRIVE

SHIP TO:

GENERAL DYNAMICS

RICHARDSON TX 75081

LAND SYSTEMS DIVISION

LIMA FACILITY 1161 BUCKEYE RD LIMA OH 45804-1815

SUPPLIER NO: 23230

SHIP VIA: TRUCK

CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

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: Y 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 * FFP OF X . 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.

**************** 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

************ SUPPLEMENT 001 ISSUED 4/11/07 CHANGES AUDIT AND NEGOTIATION SCHEDULE BELOW. PLEASE NOTE.

SUBJECT TO DOWNWARD PRICE ADJUSMENT BASED ON AUDIT AND NEGOTIATIONS.

****************** ************

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

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 ORDE

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 P:586-825-8756 F:586-268-7437

EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

DATE: 03/20/2008

SUPPL.DATE: 03/20/2008

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000

PAGE 2 OF BLANKET ORDER

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.

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 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

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 3 OF BLANKET ORDER

GENERAL DYNAMICS

ORDER NO: PCL860000

SUPPL.NO: 005

DATE: 03/20/2008 SUPPL.DATE: 03/20/2008

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:

- LIMIT THE USE OF THE TECHNICAL DATA TO THE MANUFACTURE OF THE DEFENSE ARTICLES REQUIRED BY THE PURCHASE ORDER ONLY; AND
- 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:

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 BLANKET ORDER

GENERAL DYNAMICS

ORDER NO: PCL860000

DATE: 03/20/2008

SUPPL.NO: 005

SUPPL.DATE: 03/20/2008

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-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS).

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PRE-REQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE.

(BAC)

WOOD PACKAGING REQUIREMENTS (WPR)

ALL NON-MANUFACTURED CONIFEROUS WOOD (SOFT WOODS FROM CONIFEROUS TREES AND HARD WOODS FROM NON-CONIFEROUS TREES), SHALL BE TREATED TO INSURE THE WOOD IS BUG FREE. MATERIAL SHALL BE HEAT TREATED (HT)

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437

ORDER NO: PCL860000

EMAIL: ADAMSONJ@GDLS.COM

DATE: 03/20/2008

PAGE 5 OF BLANKET ORDER

GENERAL DYNAMICS

ORDER NO: PCL860000

SUPPL.DATE: 03/20/2008

SUPPL.NO: 005

MATERIAL CERTIFIED BY AN ACCREDITED AGENCY AND RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC) AND MARKED WITH THE HT STAMP. HT LUMBER IS LUMBER THAT HAS BEEN HEATED TO 56 DEGREES C (CORE TEMERATURE) 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.

"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)

QUANTITY PART-DESCRIPTION ITEM

PRICE F UM-REV.

EXT. PRICE

12548774

X

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 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:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860000

GENERAL DYNAMICS

PAGE 6 OF 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 ANS1/ISO 9000)

QK9.1 (1/19/99) QAP-CERT (FILL-IN)

 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:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860000

GENERAL DYNAMICS

PAGE 7 OF 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} BUYER:

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: ADAMSONJ@GDLS.COM

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860000 PAGE 8 OF 8

Verified at: 1:32:26 PM on: 3/20/2008 by Domino Process

~~*~*~*~*~*~*

50 2004

ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860001

GENERAL DYNAMICS

NUMBER: 9726800650

RELEASE TO BLANKET ORDER

DATE: 04/09/2007

SUPPLIER NO: 23230

TERMS: NET 30 DAYS

F.O.B.: RICHARDSON TX

SHIP VIA: TRUCK

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

LIMA OH 45804-18 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

CRC2A LAND SYSTEMS DIVISION
X ACCOUNTING DEPARTMENT
1161 BUCKEYE ROAD

1161 BUCKEYE ROAD LIMA OH 45804-1815

ITEM QUANTITY PART-DESCRIPTION 0001 ★) 12548774

PRICE F UM-REV.

WBS

EXT.PRICE

PERISCOPE ASSEMBLY

DELIVERY SO	CHEDULE:	- 12	CONTRACT:	į
DATE	ORIG PROM	QUANTITY	ALIAS	SEG
/ 12/20/2007	Secure commercial	*	G0006	RNOO
12/20/2007	8 6 8	*	GN001	RKOO
7 12/20/2007		*	G0006	RST3
01/20/2008		*	G0006	RST3
02/20/2008		.*	G0006	RST3
03/20/2008	46	.4	G0006	RST3
04/20/2008		*	G0006	RNOO
04/20/2008	×	*	G0006	RST3 -
05/20/2008		74	G0006	RNOO -
06/20/2008		*	G0006	RNOO
07/20/2008		*	G0006	RNOO
/08/20/2008	8	*	G0006	RNOO
Q8/20/200B	60	70	G0006	RPOO
09/20/2008		*	G0006	RP00
10/20/2008	40	*	G0006	RPOO
01/20/2009		24	G0006	RP00
02/20/2009		-36	G0006	RP00
03/20/2009	176	Ж.	G0006	RP00
04/20/2009		*	G0006	RP00
05/20/2009		7	G0006	RP00

0.9	200		PRIORITY	ACCUMULATIVE
CONTRACT		SEG	RATING	OUANTITY
DAAE07-01-G-N001		'RK00	DXA4	•¥_ 000 .
W56HZV-06-G-0006		RN00	NONE	.000
W56HZV-06-G-00C6		RPOO	NONE	.000
W56HZV-06-G-0006	FF	RST3	DOA4	.000

BUYER:

EXPEDITOR: E003

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437

ORDER NO: PCL860001

EMAIL: SCHNEIDJ@GDLS.COM

GENERAL DYNAMICS

PAGE 1 OF

RELEASE TO BLANKET ORDER

DATE: 04/09/2007

ORDER NO: PCL860001

ACCOUNTS:

ORGANIZATION

ACCOUNT 79500 CENTER

DIV

2313 -

TOTAL P.O. VALUE ********** \$6,754,729.80

BLANKET AMOUNT REMAINING

\$0.00

BUYER:

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: SCHNEIDJ@GDLS.COM

EXPEDITOR: E003 SUPPLIER NO: 23230

ORDER NO: PCL860001 PAGE 2 OF 2

ORIGINATOR: JULIE M ADAMSON NUMBER: 9726800650

MESSAGE: B003 PCL860001

GENERAL DYNAMICS RELEASE TO BLANKET

ORDER

DATE: 04/30/2008 ORDER NO: PCL860001

SUPPL.DATE: 04/30/2008 SUPPL.NO: 004

TO: OPTEX SYSTEMS INC SHIP TO: GENERAL DYNAMICS

1420 PRESIDENTIAL DRIVE

RICHARDSON TX 75081 LAND SYSTEMS DIVISION

> LIMA FACILITY 1161 BUCKEYE RD LIMA OH 45804-1815

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

SHIP VIA: TRUCK CRC2A

F.O.B.: RICHARDSON TX

TERMS: NET 30 DAYS

LAND SYSTEMS DIVISION ACCOUNTING DEPARTMENT 1161 BUCKEYE ROAD

LIMA OH 45804-1815

SUPPLEMENT 001 ISSUED 6-26-07 TO INCREASE RELEASE QTY BY 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

WBS

X

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,

CONTRACT.

IT HAS BEEN CHANGED TO FFP. DELIVERY SCHEDULE:

DEDIABLE SC	UPDOP			CONTINUCT		
DATE	ORIG	PROM	QUANTITY	ALIAS	SEG	
01/18/2008			->4	G0006	RN00	
01/25/2008			.*	G0006	RN00	
02/01/2008			*	G0006	RL00	
02/01/2008			*	G0006	RN00	
02/08/2008			*	G0006	RLOO	
02/08/2008			×	2G0009	SK73	
02/08/2008			36	G0006	RST3	
02/15/2008			¥)	G0006	RST3	
02/22/2008			3	G0006	RST3	
02/29/2008			*	G0006	RST3	
03/07/2008			*	G0006	RST3	
03/14/2008			*	G0006	RST3	

EXPEDITOR: E003

03/21/2008



G0006

RST3

BUYER:

JULIE M. ADAMSON BUYER:B003 P:586-825-8756 F:586-268-7437

EMAIL: ADAMSONJ@GDLS.COM

GENERAL DYNAMICS

ORDER NO: PCL860001

PAGE 1 OF

RELEASE TO BLANKET

ORDER

DATE: 04/30/2008

SUPPL.DATE: 04/30/2008

ORDER NO: PCL860001

SUPPL.NO: 004

03/28/2008	-3¢	G0006	RN00
03/28/2008	*	2G0009	SK73
03/28/2008	*	G0006	RST3
04/05/2008	*	G0006	RNOO
04/05/2008	*	G0006	RST3
04/08/2008	~*	2G0009	SK73
04/12/2008	*	G0006	RN00
04/12/2008	. 25	2G0009	SK73
04/19/2008	+	G0006	RN00
04/26/2008	*	G0006	RN00
05/03/2008	. Jk	G0006	RN00
05/03/2008	*	2G0009	SK73
05/10/2008	¥.,	G0006	RN00
05/10/2008	*	2G0009	SK73
05/17/2008	** **	G0006	RNOO
05/17/2008		G0006	RST3
05/24/2008	*	7G0001	FB01
05/24/2008	*.	2G0009	SK73
05/24/2008	70	G0006	RST3
06/01/2008	સ	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	X.	G0006	RP00
06/22/2008	7	2G0009	SK73
06/29/2008	⇒ £	G0006	RP00
07/15/2008	*	G0006	RP00
07/15/2008	すが	2G0009	SK73
07/22/2008	*	G0006	RL00
07/29/2008	4.	G0006	RP00
07/29/2008	4	G0006	RL00
08/07/2008	*	G0006	RP00
08/14/2008	3	G0006	RST3
08/21/2008	*	G0006	RP00
08/28/2008	*	G0006	RP00
09/05/2008	Ž.	G0006	RP00
09/18/2008		G0006	RP00
09/25/2008	×	G0006	RP00
10/02/2008	*t	G0006	RP00
10/09/2008		G0006	RP00

^{*}Confidential Treatment Requester

10/16/2008	ж	G0006	RP00	
10/23/2008	A	G0006	RP00	
10/30/2008	*	G0006	RP00	
11/07/2008	*	G0006	RP00	
BUYER:	- 11 - 19 - 22			EXPEDITOR: E003 SUPPLIER NO: 23230
JULIE M. ADAMSON	BUYER:B003			
P:586-825-8756 F:58				ORDER NO: PCL860001
EMAIL: ADAMSONJ@GDI				PAGE 2 OF
OPPER	GENERAL D	YNAMICS		RELEASE TO BLANKET
ORDER				
DATE: 04/30/2008				ORDER NO: PCL860001
SUPPL.DATE: 04/30/20	800			SUPPL.NO: 004
	100.00			
11/14/2008	76	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	RTOO	
09/20/2009	*	G0006	RT00	
10/20/2009	*	G0006	RTOO	
11/20/2009	*	G0006	RT00	
12/20/2009	*	G0006	RT00	
01/20/2010	*	G0006	RT00	
02/20/2010	*	G0006	RT00	
03/20/2010	*	G0006	RTOO	
04/20/2010	*	G0006	RTOO	
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	F	G0006	RV00	
10/20/2010		G0006	RV00	
		PRT	ORITY	ACCUMULATIVE
CONTRACT		50-00-4m2 TO THE STATE	TING	QUANTITY
W56HZV-06-G-0006		RL00 DO	20101	.000
W56HZV-06-G-0006	1	RN00 NO	NE	.000
W56HZV-06-G-0006	1	RP00 NO	NE	.000
W56HZV-06-G-0006	I	RQ00 DO	A4	.000
W56HZV-06-G-0006		RST3 DO.		.000
W56HZV-06-G-0006		RT00 DO.	A4	.000
W56HZV-06-G-0006	I	RU00 DO	A4	1.000
W56HZV-06-G-0006	I	RV00 DA	04	.000

^{*}Confidential Treatment Requeste

DAAE20-02-G-0009 W52H09-07-G-0001

SK73 DXA5 FB01 DOA5 SK73

.000 * .000

ACCOUNTS: ORGANIZATION ACCOUNT DIV

79500

CENTER 2313

TOTAL P.O. VALUE

\$14,080,045.84

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437

EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860001 PAGE 3 OF

GENERAL DYNAMICS

RELEASE TO BLANKET

ORDER

DATE: 04/30/2008

SUPPL.DATE: 04/30/2008

ORDER NO: PCL860001

SUPPL.NO: 004

BLANKET AMOUNT REMAINING

\$0.00

BUYER:

EXPEDITOR: E003 SUPPLIER NO: 23230

JULIE M. ADAMSON BUYER: B003 P:586-825-8756 F:586-268-7437 EMAIL: ADAMSONJ@GDLS.COM

ORDER NO: PCL860001 PAGE 4 OF 4

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Verified at: 4:58:06 PM on: 4/30/2008 by Domino Process

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Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURC

PO #PCL860001 PO Revision 19 Page 1 of 14

Dynamics Land Systems Division		PO Status: APPROVED
keye Road 45804-1815 ates	Freight Carrier:	Freight Terms: FCA SP REFER TO GDLS ROUTING GUI Total PO Value: 12,566,643.60 PO Award Code: 2A
		PO Description: Purchase Order
stems Inc DSON sidential Drive on, TX 75081 ates N 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com	PLANNER MARY DONOHUE Phone: Email: donohuem@gdls.com
	stems Inc SSON sidential Drive in, TX 75081	### BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdls.com

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).

MATERIAL CHANGE NOTICE (MCN) IS ATTACHED FOR SUPPLIER RESPONSE TO GDMY3104. ALL OTHER TERMS AND CONDITIONS

ORACLE REVISION 9 ISSUED 4/2/09 TO INCREASE PURCHASE ORDER QUANTITY BY 2 IECES AT SAME UNIT COST. THIS QUANTITY ADDED AS LINE 2 FOR DELIVERY DURING THE MONTH OF APRIL 2009 AS AGREED TO WITH D.SCHOENING.

REMAIN THE SAME.

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.

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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.

Terms and Conditions

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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 . IPIECES 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 - 72 PCS TO DEC 2010, JUL 2010 - 72 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 X 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 -X 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.

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

CONTRACT N	O. YQUANTITY
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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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DELAY PAYMENT. ONLY THOSE QUANTITIES LISTED ABOVE ARE ELIGIBLE FOR PROGRESS PAYMENTS. INVOICES FOR PROGRESS PAYMENTS MUST BE SUPPORTED BY AN SF1443 FOR EACH CONTRACT.

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Terms and Conditions

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38500 Mound Road, Sterling Heights, MI 48310

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PO #PCL860001 PO Revision 19 Page 5 of 14

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25	*	*	SHIP TO	* '	Team and	14-AUG-2008 00:00:00			Closed
	1161 Buck Lima, OH United Sta	reye Road 45804-181: ites	and Systems	Division	Distrit Contr	bution 25: Qt, X Proact Number W56HZV	oject ABRAMS 2006	B PROD BOA, Task RST3NON Rating DOA4	WBS,
SHIP	QTY	RECO	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE		STATUS
26	*	* ;	*	* 1		22-AUG-2008 00:00:00			Closed
1	General Dy	ynamics La	SHIP TO and Systems	Division	TEXT	A composition of the same			

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38500 Mound Road, Sterling Heights, MI 48310

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	General D 1161 Bud Lima, OH	* REC'D	PRICE	EXTENDED	TAX	Chickenson of the Control of the Con			
10	General D 1161 Buck Lima, OH	*			El Company of the Company	The second secon	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
	1161 Buck Lima, OH	THE PERSON NAMED IN COLUMN	1 *	* 3		21-AUG-2008 00:00:00			Closed
	1161 Buck Lima, OH	hamile I	SHIP TO	ne Division	TEXT				
	United Sta	keye Road 45804-18 ates	115		Conf	tract Number W56HZ	ZV-06-G-0006, DPAS		NWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE		HAZARDOUS MATERIAL	STATUS
28	*	*	: X	*		29-AUG-2008 00:00:00	1		Closed
	1161 Buck Lima, OH United Sta	Dynamics L keye Road 45804-18 ates	15		Cont	ibution 28: Qty K P	9-07-G-0001, DPAS	ES BOA 07-12, Task FB01N0 Rating DOA5	- 20
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	A PURE DESCRIPTION OF THE PROPERTY AND ADDRESS OF THE PARTY OF THE PAR	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
29	*	*	*	*		28-AUG-2008 00:00:00	Andrews were were the comment	Section Carle Dispersion	Closed
				MARKET AND EST	TEXT	and the second second	Adjete Bross Bergera		\$300 to \$00.01
	1161 Buck Lima, OH United Sta	keye Road 45804-18 ates	15		Cont	ract Number WoorlZ	V-06-G-0006, DPAS		30
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX		PROMISE DATE	HAZARDOUS MATERIAL	STATUS
30	X	×	*	*		05-SEP-2008 00:00:00			Closed
	1161 Buck Lima, OH United Sta	keye Road 45804-18 ites	15		Distri Cont	ract Number DAAE2	0-02-G-0009, DPAS I		
SHIP	QTY	RECID	PRICE	EXTENDED	LAX	05-SEP-2008	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
31	大	*	, X	*		00:00:00			Closed
li	1161 Buck	keye Road 45804-181		ns Division	Distri		roject ABRAMS 2006 V-06-G-0006, DPAS		NWBS,
2000		NECE	PNICE	EXTENDED	SOLUTION STATE	05-SEP-2008	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
32	*	*	¥ SHIP TO	*	TEXT	00:00:00		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	Closed
i	1161 Buck Lima, OH United Sta	keye Road 45804-181 Ites	and System	s Division	Distri	bution 32; Qt * Pr	roject ABRAMS 2006 V-06-G-0006, DPAS	PROD BOA, Task RP00NON Rating DOA4	vwbs,
SHIP	QTY	REC'O	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
33	*	*	*	1 *		18-SEP-2008 00:00:00			Closed
	Canacal D	unamia I	PRODUCTION OF THE PROPERTY OF	District	TEXT				P.2017 (24) 9 (41)
i	1161 Buck Lima, OH United Sta	eye Road 45804-181	and System 15 PRICE	EXTENDED	Contr	ract Number W56HZ	V-06-G-0006, DPAS	PROD BOA, Task RP00NON Rating DOA4	vwbs,

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34	·*		SHIP TO	木	Tyesos	25-SEP-2008 00:00:00			Closed
	1161 Bud Lima, Ol- United St	ckeye Road 1 45804-18 tates	Land System d 315		Con	ribution 34: Qty X- tract Number W56Hz	Project ABRAMS 20 2V-06-G-0006, DPA	06 PROD BOA, Task RP00NG 3 Rating DOA4	
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
35	_X_	*	*	*		02-OCT-2008 00:00:00			Closed
	Lima, OH United St	keye Road I 45804-18 ates	115		Cont	ibution 35: Qty 🖈 p	0-02-G-0009, DPAS	ARES BOA 2002, Task SK73N	ONWBS,
SHIP	QTY	RECO	PRICE	EXTENDED	TAX		PROMISE DATE	HAZARDOUS MATERIAL	STATUS
36	*	1	AL SHIP TO	1 *		02-OCT-2008 02:00:00			Closed
	General I 1161 Bud Lima, OH United St	keye Road 45804-18 ates	and System	25,400 (40.0-4,100.0)	Cont	ibution 36; Qty 4 P	V-06-G-0006, DPAS		العجبة للمعا
SHIP	2.30	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
37	Ą	*	"★ SHIP TO	*	TEXT	09-OCT-2008 00:00:00			Closed
SHIP	Lima, OH United Sta	keye Road 45804-18 ates RECD		EXTENDED	Cont	bution 37: Qty X-P ract Number W56HZ	V-06-G-0006, DPAS	3 PROD BOA, Task RP00NON Rating DOA4 HAZARDOUS MATERIAL	NWBS,
38	X	×	×	*		16-OCT-2008 00:00:00		The second secon	Closed
	1161 Buck	keye Road 45804-181	SHIP TO and Systems 15	Division	Distri Contr	bution 38: Qty X Pract Number W56HZ	roject ABRAMS 2000 V-06-G-0006, DPAS	8 PROD BOA, Task RP00NON	iwas,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
39	*	*	*	*		23-OCT-2008 00:00:00			Closed
	1161 Buck Lima, OH United Sta	eye Road 45804-181 tes	P00	Division	Distril Contr	bution 39: Qty X Pract Number W56HZ	oject ABRAMS 2006 V-06-G-0006, DPAS	PROD BOA, Task RP00NON Rating DOA4	IWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE		HAZARDOUS MATERIAL	STATUS
40	* 1	*	<i>*</i> '	*		30-OCT-2008 00:00:00			Closed
	1161 Buck Lima, OH United Sta	eye Road 45804-181 ites	SHIP TO and Systems	Division	Distrit Contr	bution 40: Qty X Pract Number W56HZ	oject ABRAMS 2006	PROD BOA, Task RP00NON Rating DOA4	IWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
41	*	*	*	×		07-NOV-2008 00:00:00		/ // -	Closed
1	General D	ynamics La	SHIP TO and Systems	Division	TEXT	9 99			

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	Lima, OH United St			arasan in kales si kin da	Dist	ribution 41; Qty KP tract Number W56H2	Project ABRAMS 200 ZV-06-G-0006, DPAS	6 PROD BOA, Task RP00N S Rating DOA4	ONWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
42	*	×	*	*		14-NOV-2008 00:00:00			Glosed
	General	The second second second	SHIP TO Land System	Dh dalaa	TEXT				
	1161 Bud Lima, OH United St	keye Road 1 45804-18 ates	i 315	is Division	Dist	ribution 42: Qty X. P tract Number W56HZ	roject ABRAMS 200 V-06-G-0006, DPAS	6 PROD BOA, Task RP00NG Rating DOA4	ONWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
43	*	*	*	*		21-NOV-2008 00:00:00			Closed
	1161 Buc Lima, OH United St	keye Road 45804-18 ates	115		Con	ribution 43; Qty 📯 Pr tract Number W56HZ	V-06-G-0006, DPAS	6 PROD BOA. Task RP00N0	ONWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
44	*	*	× SHIP TO	*		21-DEC-2008 00:00:00			Closed
	General D 1161 Buc	keye Road 45804-18	and System	s Division	Distr		roject ABRAMS 2006	6 PROD BOA, Task RST3NG	ONWBS,
SHIP	OTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
45	×	*	*	*		10-MAR-2009 12:00:00			Closed
	Lima, OH United Sta	keye Road 45804-18 ites	15		Cont	ract Number W56HZ' bution 46: Qty 🦗 Pr	V-06-G-0006, DPAS oject ABRAMS 2006	PROD BOA, Task ROOONO	0-00000-0 M
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	Rating NONE HAZARDOUS MATERIAL	
46	*	*	*	*		20-MAR-2009 00:00:00	I KOMIOL DATE	PARAMULUO NA LERIAL	Closed For
	1161 Buck Lima, OH United Sta	eye Road 45804-18	SHIP TO and Systems	2001	Distri Contr		ject ABRAMS 2006 I	PROD BOA, Task RQ00NON	Invoice
SHIP	QTY.	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
47	*	*	*	X		22-MAY-2009 12:00:00			Closed
l	1161 Buck	eye Road 45804-181	SHIP TO and Systems	Division	Distri Contr	bution 47: Qty 🔫 Pro	piect ABRAMS 2006	PROD BOA, Task RQ00NC	NWBS,
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
48	*	*	w*	オ		22-MAY-2009 12:00:00	and the same of the same	77 100 100 100 100 100 100 100 100 100 1	Closed
ı	1161 Buck	eye Road 45804-181	SHIR TO and Systems	Division	Distrit Contr	oution 48: Qty 🛠 Pro act Number W56HZV	oject ABRAMS 2006 /-06-G-0006, DPAS	PROD BOA, Task RQ00NO Rating NONE	NWBS,

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	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
49	*	*	*1	*		05-JUN-2009 12:00:00			Closed
		1500	SHIP TO		TEXT		600000000000000000000000000000000000000	Carrante de la constitución de l	
L. Madding D.	Lima, OH United St	keye Road 45804-18 ates		s Division	Distr	lbution 49: Qty →, Pr tract Number W56HZ	roject ABRAMS 200 V-06-G-0006, DPAS	6 PROD BOA, Task RQ00NO Rating NONE	NWBS,
SHIP	QTY	RECID	PRICE	EXTENDED		NEED BY DATE		HAZARDOUS MATERIAL	STATUS
50	×	¥	*	*		20-JUL-2009 00:00:00			Closed
W03-407500	1161 Buc	keye Road 45804-18	SHIP TO and System			200701 2000-020 WA		6 PROD BOA, Task RQ00NO	NWBS,
SHIP	QTY	RECO	PRICE	EXTENDED	TAX		PROMISE DATE	HAZARDOUS MATERIAL	STATUS
51	×	*	★ SHIP TO	*		31-AUG-2009 12:00:00			Open
	Anniston / Attn: AIM Anniston, United Sta	Army Depo & SEP Pro AL 36201 ites	ot 7 Frankford ograms -4199	s Commander d Ave. Bldg 136	Distri Num	ibution 1: Qty-x/ Proje ber W56HZV-08-G-0	ect ABRAMS 2006 P	ROD BOA, Task MT05NONW	/BS, Contrac
SHIP	QTY:	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
52	X	*	⊱ I SHIP TO	*		20-AUG-2009 00:00:00		K	Closed
		45804-18	15		Distri	bution 51: Oty X- Pr	niect ARRAMS 2006	DDOD DOM Took DOMANON	IVAIDO
	United Sta	rtes REC'D	PRICE	EXTENDED	Cont	ract Number W56HZ	V-06-G-0006, DPAS		S CACHEROLOGIC
		the same of the sa	PRICE.	EXTENDED *	Conti	ract Number W56HZ	V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL	STATUS Open
sнів 53	A A	REC'D	* SHIP TO	*	Cont	NEED BY DATE 31-AUG-2009	V-06-G-0006, DPAS	Rating NONE	STATUS
53	General D	ynamics Lage Road 45804-18	SHP To and Systems	*	TAX TEXT	NEED BY DATE 31-AUG-2009 00:00:00	V-06-G-0006, DPAS PROMISE DATE Dject ABRAMS 2006	Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON	Open
53	General D 1161 Buck Lima, OH	ynamics Lage Road 45804-18	SHP To and Systems	*	TAX TEXT	NEED BY DATE 31-AUG-2009 00:00:00 button 52: Qty \$\frac{1}{2}\$ Pract Number W56HZ\(\text{NEED BY DATE}\)	V-06-G-0006, DPAS PROMISE DATE Oject ABRAMS 2006 V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON	Open
53	General D 1161 Buck Lima, OH United Sta	ynamics Liteye Road 45804-18	* SHP TO and Systems 15 PRICE	¥ ☐	TEXT Distri	NEED BY DATE 31-AUG-2009 00:00:00 button 52: Qty \ Pract Number W56HZ	V-06-G-0006, DPAS PROMISE DATE Oject ABRAMS 2006 V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE	Open WBS,
53 53 SHIP 54	General D 1161 Buck Lima, OH United Sta ary	ynamics L teeye Road 45804-18 tes REC'D	SHP TO and Systems 15 PRICE SHIP TO and Systems	Division EXTENDED	TEXT Distri TAX Distri TAX Distri TAX	bution 53: Qt X, Probution 53: Qt X, Prob	V-06-G-0006, DPAS PROMISE DATE OJECT ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE	Rating NONE HAZARDOUS MATERIAL: PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON	Open WBS, STATUS Open
53 53 SHIP 54	General D 1161 Buck Lima, OH United Sta ary General D 1161 Buck Lima, OH United Sta	ynamics L teeye Road 45804-18 tes REC'D	SHP TO and Systems 15 PRICE SHIP TO and Systems	Division EXTENDED	TEXT Distri TAX Distri TAX Distri TAX	bution 53: Qt A, Pract Number W56HZ' Determine the property of the property o	V-06-G-0006, DPAS PROMISE DATE OJECT ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE	Rating NONE HAZARDOUS MATERIAL: PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON	Open WBS, STATUS Open
53 53 54 54	General D 1161 Buck Lima, OH United Sta ary General D 1161 Buck Lima, OH United Sta	ynamics L. seye Road 45804-18 tes RECD ynamics L. eye Road 45804-18	SHP TO and Systems 15 PRICE SHIP TO and Systems 15 PRICE PRICE	EXTENDED Thiston EXTENDED Thiston EXTENDED Thiston	Distri Contrax Distri TAX Distri TAX TEXT Distri TAX TEXT	bution 52: Qty Pract Number W56HZ' bution 52: Qty Pract Number W56HZ' NEED BY DATE 20-SEP-2009 00:00:00 bution 53: Qty Pract Number W56HZ' NEED BY DATE 20-OCT-2009 00:00:00	oject ABRAMS 2006 PROMISE DATE oject ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE oject ABRAMS 2006 V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL: PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE	Open WBS, STATUS Open
53 53 55HIP 554 555	General D 1161 Buck Lima, OH United Sta any General D 1161 Buck Lima, OH United Sta any	ynamics L. teye Road 45804-18 tes RECD ynamics L. eye Road 45804-18 tes RECD **	SHIP TO and Systems 15 PRICE SHIP TO and Systems 15 PRICE FRICE FRICE SHIP TO	EXTENDED Division EXTENDED This is a second of the control of t	Distri Contrax Distri TAX Distri TAX TEXT Distri TAX TEXT	bution 52: Qty Pract Number W56HZ' Details of the property of	oject ABRAMS 2006 PROMISE DATE oject ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE oject ABRAMS 2006 V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL: PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE	Open WBS, STATUS Open WBS, STATUS STATUS STATUS
53 53 54 54	General D 1161 Buck Lima, OH United Sta QTY General D 1161 Buck Lima, OH United Sta QTY General D 1161 Buck Lima, OH United Sta QTY Whited Sta QTY General D 1161 Buck Lima, OH United Sta	ynamics Laeye Road 45804-18 tes RECTO The Property of the Prop	SHP TO and Systems 15 PRICE SHIP TO and Systems 15 PRICE SHIP TO and Systems 515	EXTENDED Thiston EXTENDED Thiston EXTENDED Thiston Division	Distri Contr TAX Distri Contr TAX TEXT Distri Contr TAX Distri Contr TAX Distri Contr TAX Distri Distri	bution 52: Qty Pract Number W56HZ' Determine the property of	V-06-G-0006, DPAS PROMISE DATE Dject ABRAMS 2006 V-08-G-0006, DPAS PROMISE DATE Dject ABRAMS 2006 V-06-G-0008, DPAS PROMISE DATE	Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL	Open WBS, STATUS Open WBS, STATUS Open
53 53 54 54	General D 1161 Buck Lima, OH United Sta ary General D 1161 Buck Lima, OH United Sta ary General D 1161 Buck Lima, OH United Sta ary	ynamics Leye Road 45804-18 tes RECD ** ynamics Leye Road 45804-18 tes RECD ** ynamics Leye Road 45804-18 tes RECD **	SHIP TO and Systems 15 PRICE SHIP TO and Systems 15 PRICE SHIP TO and Systems 15	EXTENDED Division EXTENDED This is a second of the control of t	Distri Contr TAX Distri Contr TAX TEXT Distri Contr TAX Distri Contr TAX Distri Contr TAX Distri Contr TAX	bution 52: Qty Pract Number W56HZ' NEED BY DATE 31-AUG-2009 00:00:00 bution 52: Qty Pract Number W56HZ' NEED BY DATE 20-SEP-2009 00:00:00 bution 53: Qty Ar. Pract Number W56HZ' NEED BY DATE 20-OCT-2009 00:00:00	OJect ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE OJect ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE OJect ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE OJect ABRAMS 2006 V-06-G-0006, DPAS	Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL PROD BOA, Task RT00NON Rating NONE HAZARDOUS MATERIAL	Open WBS, STATUS Open WBS, STATUS Open

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	1161 Bud Lima, OH United St	keye Road I 45804-18 ates	15		Co	ntract Number W56H	ZV-06-G-0006, DPA	6 PROD BOA, Task RT00NO S Rating NONE	NWBS,
SHIP	OTY	RECTO	PRICE	EXTENDED		NEED BY DATE		HAZARDOUS MATERIAL	STATUS
57	*	*	*	*	1500Mning-110	20-NOV-2009 12:00:00	300-1100005-4200-1		Open
			SHIP TO		TEX	r .		CONTRACTOR STREET	VALUE OF THE PARTY
	Anniston Attn: AIM Anniston, United St	Army Depo & SEP Pro AL 36201	ot 7 Frankfor ograms	s Commande d Ave. Bldg 1:	36 Dis	stribution 1: Qty 水 Pr ntract Number WooH.	oject ABRAMS 2006 ZV-06-G-0006, DPAS	PROD BOA, Task MT05NON S Rating DOA4	IWBS,
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
58	*	*	*	* -5		20-DEC-2009 00:00:00			Open
	STATE OF STREET		SHIP TO	PART TOWN	TEX	ព			
SHIP	1161 Buc	keye Road 45804-18		S DIVISION	Co	tribution 56: Qty X F ntract Number W56H	ZV-06-G-0006, DPAS	6 PROD BOA, Task RT00NO 5 Rating NONE HAZARDOUS MATERIAL	
Oran	Market Control of Control	REGO		EXTENDED	Institute Point	20-JAN-2010	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
59	k	*	SHIP TO	+	ITEX	00:00:00	September 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19 and 19		Open
SHIP.	Lima, OH United Sta	keye Road 45804-18 ates RECTO	15 PRICE	EXTENDED	Dis Cor	ntract Number WooH2	ZV-06-G-0006, DPAS	6 PROD BOA, Task RT00NO 8 Rating NONE HAZARDOUS MATERIAL	NWBS,
60	*	*	*	*		20-FEB-2010 00:00:00			Open
SHIP	1161 Buck	keye Road 45804-18 ates REC'D	and Systems 15 PRICE	EXTENDED		ntract Number Woorla NEED BY DATE		06 PROD BOA, Task RT00NO Rating NONE HAZAROOUS MATERIAL	ONWBS,
61	*	*	*	*	Tames	20-MAR-2010 00:00:00			Open
SHIP	General D 1161 Buck	eye Road 45804-181	and Systems	Division	Dist Cor		Project ABRAMS 20 2V-06-G-0006, DPAS PROMISE DATE		ONWBS,
62	*	*	*	*		20-APR-2010 00:00:00	The second secon	mandood in come	Open
	003524303	31,377,257	SHIP TO	Tably Service H	TEX	And the second s			ad objection that the first
	1161 Buck	eye Road 45804-181	and Systems	Division	Dist		roject ABRAMS 200	6 PROD BOA, Task RT00NO	NWBS,
SHIP	QTY	RECD	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
63	*	×	×	*	ii i	20-APR-2010 00:00:00			Open
	1161 Buck	eye Road 45804-181	SHIP TO SAID SHIP TO SAID SYSTEMS	Division	Dist	r. 1120-1137369 1177	roject ABRAMS 2006	6 PROD BOA, Task RU00NOI	NWBS,

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ORIGINAL PROPERTY.	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE 20-MAY-2010	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
64	*	×	*	*		00:00:00	l) i		Open
	3800 350		SHIP TO	100000000000000000000000000000000000000	TEXT	A CONTRACTOR OF THE PARTY OF TH	etal and description		REES CHORES KEE
	1161 Buc	keye Road 45804-18		ns Division	Dist	ribution 62: Qty 🤏, tract Number Woo⊢l2	Project ABRAMS 20	06 PROD BOA, Task RV00N Rating DOA4	IONWBS,
SHIP	YTP	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE		STATUS
65	k	*	*	*	- 111120-01-00-0	20-JUN-2010 00:00:00			Open
-0-4	1161 Buc Lima, OH United St	keye Road 45804-18 ates	15		Distr	ribution 64: Qty 💥 , I tract Number W56HZ	V-06-G-0006, DPAS	06 PROD BOA, Task RV00N Rating DOA4	IONWBS,
SHIP	ΔΤΥ	REC'D	PRICE	EXTENDED	TAX		PROMISE DATE	HAZARDOUS MATERIAL	STATUS
66	*	*	大 SHIP TO	*	TEXT	20-JUL-2010 00:00:00	ETT TO A TO THE TOTAL OF THE TO		Open
SHIP	1161 Buc	keye Road 45804-18 ates		S DIVISION	Distr Can	tract Number W56HZ	Project ABRAMS 200 V-06-G-0006, DPAS	06 PROD BOA, Task RV00N Rating DOA4	ONWBS,
12/10/20	LUCK CONTRACTOR				Section Control	20-AUG-2010	FROMISE DATE	HAZARUOUS MA LERIAL	SIAIUS
67	*	火	X	*		00:00:00			Open
		10.00	Charles Carlotte (1987)		TEXT		tictores constitues		11.000000000
	1161 Buck	keye Road	and System	s Division	L. 7.1				*********
SHIP	1161 Buci Lima, OH United Sta	keye Road 45804-18		s Division	Distr Cont	ibution 66: Qt 💃 Princet Number VysoHZ	V-06-G-0006, DPAS	PROD BOA, Task RV00NC Rating DOA4	
	1161 Buci Lima, OH United Sta	keye Road 45804-18 ates	PRICE	EXTENDED	TAX	NEED BY DATE 20-SEP-2010 00:00:00	V-06-G-0006, DPAS	Rating DOA4 HAZARDOUS MATERIAL	STATUS
68	General Dilata OH United State	keye Road 45804-18- ates RECD Dynamics Lakeye Road 45804-18- ates	PRICE SHIP TO and System.	EXTENDED:	TAX TEXT Distr	NED BY DATE 20-SEP-2010 00:00:00 ibution 67: Qty / K Pract Number WodHZ	V-06-G-0006, DPAS PROMISE DATE roject ABRAMS 2006 V-06-G-0006, DPAS	Rating DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Rating DOA4	Open ONWBS,
68 SHIP	1161 Buc Lima, OH United Sta QTY General D 1161 Buck Lima, OH	keye Road 45804-18- ates RECD Cynamics La keye Road 45804-18- ates	PRICE SHIP TO and System. 15 PRICE	EXTENDED: * S Division EXTENDED:	TAX TEXT	NED BY DATE NED BY DATE 20-SEP-2010 00:00:00 ibution 67: Qty I Pract Number WodHZ NEED BY DATE	V-06-G-0006, DPAS PROMISE DATE roject ABRAMS 2006 V-06-G-0006, DPAS	Reting DOA4 HAZARDOUS MATERIAL PROD BOA. Task RV00NC	Open ONWBS,
68 SHIP	General Dilata OH United State	keye Road 45804-18- ates RECD Dynamics Lakeye Road 45804-18- ates	PRICE SHIP TO and System.	EXTENDED:	TAX TEXT Distr	NED BY DATE 20-SEP-2010 00:00:00 ibution 67: Qty / K Pract Number WodHZ	V-06-G-0006, DPAS PROMISE DATE roject ABRAMS 2006 V-06-G-0006, DPAS	Rating DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Rating DOA4	Open ONWBS,
68 SHIP	1161 Buck Lima, OH United Sta QTY General C 1161 Buck Lima, OH United Sta QTY General C General C General C General C General C	keye Road 45804-18- ates RECD Synamics La keye Road 45804-18- ates RECD Synamics La	PRICE SHIP TO and System. 15 PRICE	EXTENDED: ** s Division EXTENDED: **	TAX TEXT Distr	ibution 67: Qty I Pract Number World Pract Number W	V-06-G-0006, DPAS PROMISE DATE Project ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE	Rating DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Rating DOA4	Open ONWBS,
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68 69	General D Lima, OH United Sta QTY General D 1161 Buck Lima, OH United Sta QTY General D 1161 Buck Lima, OH	keye Road 45804-18- atles RECTO Synamics Lakeye Road 45804-18- atles RECTO White Properties of the control of	PRICE SHIP TO PRICE PRICE SHIP TO And Systems SHIP TO	EXTENDED: ** s Division EXTENDED: **	Contact TEXT Distr Cont TAX Distr Cont TAX Distr	ibution 68: Qt / Pract Number W56HZ NED BY DATE 20-SEP-2010 00:00:00 ibution 67: Qty / Pract Number WodHZ NEED BY DATE 20-OCT-2010 00:00:00 ibution 68: Qt / Pract Number W56HZ NEED BY DATE	PROMISE DATE PROMISE DATE POJECT ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE PROMISE DATE	Reting DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Reting DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC	Open ONWBS, Open ONWBS,
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68 69	General D 1161 Buck Lima, OH United Sta Gry General D 1161 Buck Lima, OH United Sta Gry General D 1161 Buck Lima, OH United Sta Gry General D 1161 Buck Lima, OH United Sta	keye Road 45804-18- atles RECD Pynamics Lakeye Road 45804-18- atles RECD Pynamics Lakeye Road 45804-18- atles RECD RECD RECD RECD RECD RECD RECD RECD RECD	PRICE SHIP TO and System FRICE PRICE PRICE PRICE SHIP TO AND SYSTEM SHIP TO	EXTENDED S DIVISION EXTENDED S Division	TEXT Distr Cont TAX Distr Cont TAX	ibution 68: Qt / Pract Number W56HZ NED BY DATE 20-SEP-2010 00:00:00 ibution 67: Qty / Pract Number WodHZ NED BY DATE 20-OCT-2010 00:00:00 ibution 68: Qt / Pract Number W56HZ NEED BY DATE 21-JUL-2008	V-06-G-0006, DPAS PROMISE DATE TOJECT ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE OJECT ABRAMS 2006 V-06-G-0006, DPAS PROMISE DATE	Reting DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Reting DOA4 HAZARDOUS MATERIAL PROD BOA, Task RV00NC Reting DOA4	Open ONWBS, Open ONWBS, STATUS
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Terms and Conditions

Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCI....

PO #PCL860001 PO Revision 19 Page 13 of 14

	1161 Buc	keye Road 45804-18		s Division	Cont	ract Number W56HZ	V-06-G-0006, DPAS	PROD BOA, Task RU00NO Rating NONE PROD BOA, Task RV00NO Rating DOA4	0.000.0000
SHIP	QTY	REC'D	PRICE	EXTENDED	TAX	NEED BY DATE	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
72	¥	*	*	×		17-DEC-2010 12:00:00			Open
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	1161 Buc	lynamics L keye Road 45804-18 ates		o Envision	Distri	bution 1: Qty X, Pro	nject ABRAMS 2006 F	PROD BOA, Task RV00NON Rating DOA4	WBS,
SHIP	1161 Buc Lima, OH	keye Road 45804-18		EXTENDED	Distri Conti	bution 1: Qty X. Pro ract Number W56HZ	oject ABRAMS 2006 F V-06-G-0006, DPAS PROMSE DATE	PROD BOA, Task RV00NON Rating DOA4 HAZARDOUS MATERIAL	WBS,
SHIP:	1161 Buc Lima, OH United Sta CIY	keye Road 45804-18 ates REC'D	15		Cont	ract Number W56HZ	V-06-G-0006, DPAS	Rating DOA4	
And an old of the last	1161 Buc Lima, OH United Sta CIY	keye Road 45804-18 ates	15		Cont	ract Number W56HZ NEED BY DATE 21-JAN-2011	V-06-G-0006, DPAS	Rating DOA4	STATUS

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2 1	2548774			PERIS	SCOPE	X	Each	*	¥
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a se como a									Open
CLAUS	E/ITEM TEXT	1							
Y11 /EB G5	II Y REGOI	REMENTS	8						
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J21 P93 P6 K11 IL-STD Y2 D5) Y3 J31 548769 J8 J8 J8 J8 J8 J8 J8 J8 J8 J8 J8 J8 J8	9 IICAL AGEN ED PER DE 73)	NT RESIST RAWING 12	IVE COATII 2344344 AS	NG (CARC) FINA SPECIFIED ON	PULLSHEET.	FINISH IS	PROMISE DATE	HAZARDQUS MATE	ERIAL STATU

Terms and Conditions

Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

Land Systems 38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURC

PO #PCL860001 PO Revision 19 Page 14 of 14

Distribution 1: Qty **Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, C/O Menio Logistics, Inc. 2050 N. Sugar Street Lima, OH 45801-3141 Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 United States QTY REC'D SHIP EXTENDED NEED BY DATE PROMISE DATE HAZARDOUS MATERIAL STATUS 17-APR-2009 2 X Closed 12:00:00 SHIP TO TEXT General Dynamics Land Systems Division 1161 Buckeye Road Distribution 1: Qty A Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Lima, OH 45804-1815 United States SHIP QTY REC'D. EXTENDED NEED BY DATE PROMISE DATE STATUS 22-MAY-2009 × 3 X Closed 12:00:00 SHIP TO TEXT General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 Distribution 1: Qty AProject ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number VvJJHZV-06-G-0006, DPAS Rating DOA4 United States QTY RECTO PRICE EXTENDED NEED BY DATE PROMISE DATE STATUS 04-MAY-2009 × 4 * 1 Closed 12:00:00 SHIP TO TEXT General Dynamics Land Systems Division 1161 Buckeye Road Distribution 1: Qty X-Project ABRAMS 2006 PROD BOA, Task RW00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Lima, OH 45804-1815 United States

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.

ORIGINATOR: JULIE M ADAMSON

NUMBER: 9726800650

MESSAGE: B003 PCL860003

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

SHIP VIA: TRUCK

CRC2A

SUPPLIER NO: 23230 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

LAND SYSTEMS DIVISION ACCOUNTING DEPARTMENT

1161 BUCKEYE ROAD LIMA OH 45804-1815

ITEM QUANTITY PART-DESCRIPTION

PRICE F UM-REV.

EXT.PRICE

0001 \$ ---

X 12548774

EA

PERISCOPE ASSEMBLY

SUPPLEMENT 001 ISSUED 2-08-08 TO CHANGE UNIT PRICE FROM 🛠

SED ON NEGOTIATIONS. THIS IS NO LONGER AN NTE ORDER, IT HAS

DEEN CHANGED TO FFP.

DELIVERY SCHEDULE:

ORIG PROM QUANTITY

CONTRACT:

03/20/2009

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ALIAS SEG WBS G0006

03/20/2009

DATE

×

GN001

RP00

CONTRACT DAAE07-01-G-N001 W56HZV-06-G-0006

SEG RK00 RP00

PRIORITY RATING DXA4

NONE

ACCUMULATIVE QUANTITY 000

..000

ACCOUNTS:

ORGANIZATION ACCOUNT

CENTER

79500

2313

TOTAL P.O. VALUE

\$6,756.26

BLANKET AMOUNT REMAINING

\$0.00

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

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Verified at: 8:50:29 AM on: 2/8/2008 by Domino Process

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Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH....

PO #PCL860003 PO Revision 3 Page 1 of 2

Ship To:	General Dynamics Land Systems Division		eation Date: 09-JUL-2008 15:08:50
Bill to:	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States		PO Status: APPROVED Freight Terms: FCA SP T: REFER TO GDLS ROUTING GUI Total PO Value: 6,756.26 PO Award Code: 2A
Payment Terms: PO Currency:	NET30 USD	PO Description: C	onverted PO ETP-C088 PCL860003
SUPPLIER Company: Supplier No.: Site: Address:	Optex Systems Inc 503610 RICHARDSON 1420 Presidential Drive Richardson, TX 75081 United States Attn: VCN 23230 - OPTEX SY	BUYER MARY DONOHUE Phone: 586/825-4060 Email: donohuem@gdis.com	PLANNER Phone: Email:
ORACLE REVISION THE SAME.	N 1 ISSUED 9/4/08 TO INCORPORATE GDMY30	196 AT NO COST TO GDLS. ALL OTHE	R TERMS AND CONDITIONS REMAIN

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	(1	PERISCOPE ASSEMBLY	*	Each	- *	*
			CONTRACT	MSDS	NOT	E TO SUPPLIER	LINESTATUS
CE CLAI	JSE / ITEM TEXT:						Open
1. ADD 2. DRV WITH	DITIONAL PROCUREM VG REV G, DATED 07/ OD1993-C021, OD1995 GDMY3096	26/04 5-L008	NONE				

	CONTRACT	MSDS	NOTE TO SUPPLIER	LINESTATUS
1200-120				Open
DA CLAUSE / ITEM TEXT:		10-		
1. ADDITIONAL PROCUREMENT DATA 2. DRWG REV G, DATED 07/26/04 WITH OD1993-C021, OD1995-L008 WITH GDMY3096 ** QUALITY REQUIREMENTS: QY11 WEB	: NONE			
2G5 2J21 2P93				
2793 276 2K11				
MIL-STD-171 1Y2				
205) 1Y3				
1L31 2548769				
J8 JG2A				
jka jka				

Terms and Conditions Please refer to the General Dynamics Land Systems website at	
www.gdls.com for purchase order terms and conditions.	*Confidential Treatment Requeste

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCH

PO #PCL860003 PO Revision 3 Page 2 of 2

4, CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET. SUPPLEMENT 001 ISSUED 2-08-08 TO CHANGE UNIT PRICE FROM 7 BASED ON NEGOTIATIONS. THIS IS NO LONGER AN NTE ORDER, IT HAS BEEN CHANGED TO FFP. PROMISE DATE HAZARDOUS MATERIAL STATUS SHIP QTY RECT PRICE EXTENDED TAX NEED BY DATE 10-MAR-2009 X X 12:00:00 SHIP TO General Dynamics Land Systems Division 1161 Buckeye Road Distribution 1: Qty* Project ABRAMS 2006 PROD BOA, Task RP00NONWBS, Contract Number W56HZV-06-G-0006, DPAS Rating DOA4 Lima, OH 45804-1815 United States QTY REC'D PRICE EXTENDED NEED BY DATE PROMISE DATE HAZARDOUS MATERIAL 10-MAR-2009 X X 12:00:00 SHIP TO TEXT General Dynamics Land Systems Division 1161 Buckeye Road Distribution 2: Qty AProject ABRAMS SPARES BOA 2002, Task SK73NONWBS, Contract Number DAAE20-02-G-0009, DPAS Rating DXA5 Lima, OH 45804-1815 United States

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.

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

SUPPLIER NO: 23230 CATEGORY: S N SHIP VIA: TRUCK CRC2A

INVOICE TO: GENERAL DYNAMICS

LAND SYSTEMS DIVISION ACCOUNTING DEPARTMENT 1161 BUCKEYE ROAD

F.O.B.: RICHARDSON TX

TERMS: NET 30 DAYS

LIMA OH 45804-1815

QUANTITY ITEM

PART-DESCRIPTION 1.2548,774

PERISCOPE ASSEMBLY

PRICE F UM-REV.

EXT. PRICE

EA

DELIVERY SCHEDULE:

ACCOUNTS:

ORIG PROM

CONTRACT:

WBS

10/30/2007

0001

QUANTITY

ALIAS SEG GN001

RK00

CONTRACT

PRIORITY

ACCUMULATIVE OUANTITY .000

SEG RATING DAAE07-01-G-N001 RK00 DXA4

ACCOUNT

CENTER

ORGANIZATION DIV

79500 2313

TOTAL P.O. VALUE

BLANKET AMOUNT REMAINING

\$0.00

BUYER:

JULIE M. SCHNEIDER BUYER: B003 P:586-825-8756 F:586-268-7437

EXPEDITOR: E003

ORDER NO. DOTAGOOOM

EMAIL: SCHNEIDJ@GDLS.COM

PAGE 1 OF 1

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Verified at: 2:41:31 PM on: 4/18/2007 by Domino Process

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ORIGINATOR: JULIE M ADAMSON

MESSAGE: B003 PCL860004

GENERAL DYNAMICS

RELEASE TO BLANKET

NUMBER: 9726800650

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: GENERAL DYNAMICS

SHIP VIA: TRUCK CRC2A

LAND SYSTEMS DIVISION

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

ACCOUNTING DEPARTMENT 1161 BUCKEYE ROAD

LIMA OH 45804-1815

ITEM QUANTITY PART-DESCRIPTION

EXT.PRICE 0001

X 12548774

X

EA

PRICE F UM-REV.

X

PERISCOPE ASSEMBLY

SUPPLEMENT 001 ISSUED TO MODIFY UNIT PRICE FROM 💉 BASED ON AUDIT AND NEGOTIATIONS. THIS CHANGES THIS ORDER FROM NTE, TO FFP.

DELIVERY SCHEDULE:

CONTRACT:

ORIG PROM QUANTITY DATE

ALIAS

SEG WBS

02/22/2008

¥

GN001 RK00

CONTRACT

SEG

PRIORITY

ACCUMULATIVE QUANTITY

DAAE07-01-G-N001

RK00

RATING DXA4

000

ACCOUNTS: ORGANIZATION DIV

ACCOUNT 79500

CENTER

2313

TOTAL P.O. VALUE

\$50,671.95

BLANKET AMOUNT REMAINING

\$0.00

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

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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 15:08:5 Revision Date: 19-FEB-2009 07:42:0			
Bill to:	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	PO Status: APPROVED Freight Terms: FCA St Freight Carrier: REFER TO GDLS ROUTING GU Total PO Value: 50,671.9: PO Award Code: 2/			
Payment Terms: PO Currency:	NET30 USD	PO Description: Converted PO ETP-C088 PCL860004			
SUPPLIER Company: Supplier No.: Site: Address:	Optex Systems Inc 503610 RICHARDSON 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	YTP	UoM	PRICE	TOTAL
1	12548774	PERISCOPE ASSEMBLY	*	Each	yk.	T V
		CONTRACT	MSDS	NO	TE TO SUPPLIER	LINE STATUS
07.51.31	IOS LITEM TEXT:					Open
	ISEXITEM TEXT: DITIONAL PROCUREMENT D	DATA: NONE				
2. DRV	VG REV G, DATED 07/26/04 DD1993-C021, OD1995-L008					
WITH	GDLV4616, GDMY3077	•				

" QUALITY R
QY11
WEB
QG5
QJ21
QP93
QP6
QK11
MIL-STD-171
QY2
(205)
QY3
QL31
12548769

12548769

QJB
QJB
QG2A
QK9
4. CHEMICAL AGENT RESISTIVE COATING (CARC) FINAL PROTECTIVE FINISH IS
REQUIRED PER DRAWING 12344344 AS SPECIFIED ON PULLSHEET.

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.

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GENERAL DYNAMICS Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHA.

PO #PCL860004 PO Revision 1 Page 2 of 2

	GTY RECT PRICE EXTENDED ** * * * SHIP TO				TAX	02-MAR-2009 12:00:00	PROMISE DATE	HAZARDOUS MATERIAL	STATUS
	General D 1161 Buck Lima, OH United Sta	eye Road 45804-181	and System	s Division	Distri Cont	ibution 1: Qty **(Pro	oject ABRAMS SPARE	ES BOA 2002, Task SK73NC	ONWBS,

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.

ORIGINATOR: JULIE M SCHNEIDER

MESSAGE: B003 PCL860005

GENERAL DYNAMICS

NUMBER: 9726800650

RELEASE TO BLANKET ORDER

DATE: 06/26/2007

TO: OPTEX SYSTEMS INC

SHIP TO:

ORDER NO: PCL860005

1420 PRESIDENTIAL DRIVE

GENERAL DYNAMICS LAND SYSTEMS COMMANDER, ANNISTON ARMY

RICHARDSON TX 75081

7 FRANKFORD AVE. BLDG. 136 - WEST END ATTN: AIM & SEP PROGRAMS

ANNISTON AL 36201-4199 CATEGORY: S N INVOICE TO: GENERAL DYNAMICS

SUPPLIER NO: 23230 SHIP VIA: TRUCK .

F.O.B.: RICHARDSON TX TERMS: NET 30 DAYS

LAND SYSTEMS DIVISION ACCOUNTING DEPARTMENT 1161 BUCKEYE ROAD

LIMA OH 45804-1815

ITEM

QUANTITY PART-DESCRIPTION

PRICE F UM-REV. EXT.PRICE

× 12548774

PERISCOPE ASSEMBLY

EA

DELIVERY SCHEDULE:

DATE ORIG PROM

CONTRACT:

03/20/2008 04/20/2008

QUANTITY ALIAS SEG

G0006 BDMT G0006 G0006

BDMT

CONTRACT W56HZV-06-G-0006

PRIORITY SEG RATING DOA4 BDMT

OUANTITY

ACCOUNTS:

ORGANIZATION DIV

ACCOUNT 79500

CENTER 6513

TOTAL P.O. VALUE

\$199,492.02

********* BLANKET AMOUNT REMAINING

\$0.00

BUYER:

JULIE M. SCHNEIDER BUYER: B003

EXPEDITOR: E003

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				
Bill to:	General Dynamics Land Systems Division 1161 Buckeye Road Lima, OH 45804-1815 United States	PO Status: APP Freight Terms: Freight Carrier: REFER TO GDLS ROUT Total PO Value: 40				
Payment Terms: PO Currency:	NET30 USD	PO Description: 0	PO Award Code: 2A Converted PO ETP-C088 PCL860005			
SUPPLIER Company: Supplier No.: Site: Address:	Optex Systems Inc 503610 RICHARDSON 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.

WITH GDMY3096

QY11 WEB QG5

* QUALITY REQUIREMENTS:

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 BYX PCS. PLEASE NOTE CHANGES IN THE DELIVERY SCHEDULE.

SUPPLEMENT 002 ISSUED 05-12-08 TO MODIFY DELIVERY SCHEDULE TO HELP VENDOR MEET DATES.

		A SECURE OF THE PROPERTY OF TH	QTY	UoM	PRICE	TOTAL
1 12	2548774	PERISCOPE ASSEMBLY	>+	Each	*	*
		CONTRACT	MSDS	NO	TE TO SUPPLIER	LINE STATUS
	JETEM TEXT:					Open

Terms and Conditions Please refer to the General Dynamics Land Systems website at

www.gdls.com for purchase order terms and conditions.

Land Systems

38500 Mound Road, Sterling Heights, MI 48310

STANDARD PURCHASE ORDER

PO #PCL860005

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Terms and Conditions

Please refer to the General Dynamics Land Systems website at www.gdls.com for purchase order terms and conditions.

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 Menio Logistics, Inc 2050 N. Sugar Street Lima, OH 45801-3141 United States	Distribution 1: Qty 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.

TSP, INC.

- A-3 QTY
- A-3 UNIT PRICE
- A-3 EXT. PRICE
- A-3 SUB TOTAL
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A-11 UNIT PRICE

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- A-11 QTY
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- A-12 QTY
- A-12 UNIT PRICE
- A-12 EXT. PRICE
- A-12 SUB TOTAL

TSP Inc:

Optex Systems

Richardson, TX 75081

1420 Presidential

972.644.0722 972,234,3544

Phone: Fax:

Please fax signed copy of this Purchase Order Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, involces and packages.

42

Page 1 of 2

Purchase Order: 9D16861

shipping documents, quality certifications, involces 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 crefe will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

ORIGIN FOB:

10/26/2009 Order Date:

See Below

Due Date:

United Parcel Servio Ship Via:

Net 30 Days Terms:

Prime Contract #:

DMS Rating:

Peeples, Ronald E. Buyer:

Attention:

2009 Glenn Parkway Batavia, OH 45103

TSP Inc

513-732-8900 Phone:

513-732-6988 Fax:

Notes

NEED CERTS

Ship UPS Collect Customer Acat#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

Please fax signed copy of this Purchase Order to Purchasing Dept. 972.234.3544 Rev Part Description Window, ICWS	Optex Systems	TSP Inc:		Purchase Order: 9D16861	Orde	r: 9D16	1989	Page 2 of 2 M 3
Rev Part Description U/M Quantity Window, ICWS EA 🖈	1420 Presidential Richardson, TX 75081 Phone: 972.644.0722 Fax: 972.234.3544	Please fax signe Purchasing Depi	ed copy of this Purchase Order to	Instructions to select: 1. Purchase Order numb documents, quality certification in the contents 3. All correspondence re 4. This order will be gove other specifications, reported or the contents.	er and Purch fications, invo all must acco slative hereto remed by the orts, and doc	ase Order from nui plices and packages mpany each contail will be addressed se instructions; an	nber must appear on i ner showing complete to the attention of the r special conditions by need herein.	all shipping description of signer hereof.
Window, ICWS	Line Part ID	Rev	Part Description		U/M	Quantity	Unit Price	Extd Price
	1 12548773 Optex ECN No. 550		Window, ICWS	or can be comed as a second		*	*	*

Authorized By Awy Do Total:	0 /6 04	Date: Order 10tal:
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Purchase Order: 9B16294

Page 1 of 2

TSP Inc:

Optex Systems

Richardson, TX 75081

1420 Presidential

Phone: 972.644.0722 Fax: 972.234.3544

Please fax signed copy of this Purchase Order Instructions to seller:

1. Purchase Order number and Purchase Order tem number must appear on all shipping documents, quality certifications, invoices and packages.

2. Patking sheets in detail must accompany each container showing complete description of the contents.

3. All correspondence relative hereto will be addressed to the absention of the signer hereto.

4. All correspondence relative hereto will be addressed to the absention of the signer hereto, specifications, reports, special conditions typed herein and other specifications, reports, and documents duly referenced herein.

ORIGIN FOB:

7/20/2009 See Below Order Date: Due Date: United Parcel Servic

Ship Via:

Net 30 Days See Below Prime Contract #: Terms:

Peeples, Ronald E. See Below DMS Rating:

Buyer:

1528-30/DAAE20-03-D-0052/0030/D0-A5 1528-33/DAAE20-03-D-0052/0030/D0-A5

Notes

513-732-8900 513-732-6988

Phone:

Fax:

2009 Glenn Parkway Batavia, OH 45103

TSP Inc

Tootie Hardman

Attention:

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Optex Systems	TSP Inc:	Purchase Order: 9B16294 Page 2012 A5
1420 Presidential Richardson, TX 75081	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 incurrents, analyse entitles and packages.
ë		 Packing sheets in detail must accompany each container showing complete description of the contents
Fax: 972,234,3544		All correspondence relative hereto will be addressed to the attention of the signer hereof.This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

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1 12357796-3	ш	Window		EA	*	*	*
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pted By Authorized By Arthorized By Order Sub Total: Optex: Al-Tul-2059 Order Total:					
Optex: Optex: Al-Tul-2089 Order Total:	and property	Authorized By	FXTON D	Order Sub Total:	*
Date: 31-741-2089 Order Total:	Vendor:	Optex:	July July		\$0.00
Date:			21-T. Jase	Order Total:	\$4,700.00
	Date:	Date:	01 141-000		

A Page 1 of 2

Purchase Order: 9B16292

Optex Systems

ISP Inc:

Please fax signed copy of this Purchase Order Listructions 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.

7/20/2009 ORIGIN Order Date: FOB;

See Below Due Date:

United Parcel Service Ship Via:

Net 30 Days

Terms:

See Below Prime Contract #:

See Below DMS Rating: Peeples, Ronald E. Buyer:

1528-33/DAAE20-03-D-0052/0033/D0-A5 1528-30/DAAE20-03-D-0052/0030/D0-A5

Notes

513-732-8900 513-732-6988

Phone:

Fax:

2009 Glenn Parkway Batavia, OH 45103

TSP Inc

Tootie Hardman

Attention:

972.234.3544

Fax:

Phone: 972.644.0722

Richardson, TX 75081

1420 Presidential

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems	TSP Inc	Purchase Order: 9B16292	Page 2 of 2
1420 Presidential Richardson, TX 75081 Phone: 972.644.0722 Fax: 972.234.3544	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 hereaf.	all shipping description of stoner hereof.

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1 12285097 Supplier to fab complete to print per Drawing No. 12285097	F No. 12285097 Rev. F.	Window		ā	K	¥	*
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QC Codes: 3		Due Date 11/20/2009	SO No: 1528-33/550400	8			
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QC Codes: 3		Due Date 12/4/2009	SO No: 1528-33/550400	8			
7 12285097 Supplier to fab complete to print per Drawing No. 12285097	F J No. 12285097 Rev. F.	Window		ā	¥	¥	*
QC Codes: 3		Due Date 1/15/2010	SO No: 1528-30/550400	00			

Accepted By Vendor:	Authorized By Optex:	netter brief	Order Sub Total:	**
Date:	Date:	A1-741-2009	Order Total :	\$6,760.00

	Service of this Description Instructions in Service in collections	
	to: Purchasing Dept. 972.234.3544	Instructions to seller: 1. Purchase Order number and Purchase Order Item number must appear on all shipping order number number and parkens.
Phone: 972.644.0722 Fax: 972.234.3544		 Packing sheets in deball must accompany each container showing complete description of the contents All correspondence relative hereto will be addressed to the attention of the signer hereof. This order will be governed by these instructions; any and collections typed herein and other specifications, reports, and documents duly referenced herein.
Attention: Tootie Hardman	FOB:	ORIGIN
	Order Date:	6/3/2009
TSP Inc	Due Date:	8/7/2009
2009 Glenn Parkway	Ship Via:	United Parcel Servio
Phone: 513-732-8900	Terms:	Net 30 Days
Fax: 513-732-6988	Prime Contract #:	; W56HZV-07-D-M112
	DMS Rating:	
Notes	Buyer:	Peeples, Ronald E.

Optex Systems is an equal opportunity employer

All terms and conditions of original PO apply

Optex Systems 1420 Presidential Richardson, TX 75081 Phone: 972.644.0722 Fax: 972.234.3544	TSP Inc: Please fax sign Purchasing Dep	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 Ram 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.	Orde ber and Purch fications, inv all must account alative herett remed by the outs, and do	9F: 9B1(oices and package onypany each confar nypany each confar over the addressed see instructions; an	5014 Ther must appear on the showing complete to the attention of the y special conditions by anced herein.	Page 2 of 2 all shipping e description of s signer hereof. ped herein and
Line Part ID	Rev	Part Description		W/N	U/M Quantity	Unit Price	Extd Price
1 LS1027712	A	Window, Lower		A	X	¥	*
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2 LS1027712	A A	Window, Lower		E	¥	*	*
Supplier to fab complete to print with NOR GDV1931	158	Due Date 11/6/2009	SO No: 3008/550400				

	Authorized By Mr. H.	Order Sub Total:	*
Accepted by Vendor:	Optex:		\$0.00
	6-11-3	Order Total:	\$916.50
Date:	Date:		

2/1 Page 1 of 3

Purchase Order: 9B16802

TSP Inc:

Optex Systems

Richardson, TX 75081

1420 Presidential

972.644.0722

Phone: Fax:

Please fax signed copy of this Purchase Order 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.
4. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

ORIGIN FOB:

10/12/2009 Order Date:

11/9/2009 Due Date:

United Parcel Servio Ship Via:

Terms:

513-732-8900 513-732-6988

Phone:

Fax:

2009 Glenn Parkway Batavia, OH 45103

TSP Inc

Tootie Hardman

Attention:

W56HZV-06-G-0006 Net 30 Days Prime Contract #:

Peeples, Ronald E. DOA4 DMS Rating: Buyer:

Notes

OSI-10087 TERMS AND CONDITIONS APPLY

Continued over .../

Optex Systems is an equal opportunity employer

		Purchase Order: 9R16802
1420 Presidential Richardson, TX 75081	Please fax signed copy of this Purchase Order to Purchasing Dept. 972.234.3544	Instructions to seller:
Phone: 972,644,0722		Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, invoices and padages. Parking steats in deat in material must accomment and produced in the production of the page of the
Fax: 972.234.3544		the contents
		 All correspondence relative hereto will be addressed to the attention of the signer hereof. This order will be governed by these instructions; any special conditions typed herein and

Line Part.ID	Rev	Part Description	'n	W/W	Ouantity	Unit Price	Extd Price
1 12285078-2 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:	G print per Drawing No. 1228	Window (Short Driver) 5078 Rev G, less paint per drawin Due Date 11/9/2009	2077-1/550400		*	Ψ.	¥
2 12285078-2 G Window (Short Driver) 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:	G print per Drawing No. 1228.	Window (Short Driver) 5078 Rev G, less paint per drawin Due Date 12/14/2009	2077-1/550400	ā	*	*	*
3 12285078-2 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 1/1/2010 SO No:	G print per Drawing No. 1228	Window (Short Driver) 5078 Rev G, less paint per drawin Due Date 1/11/2010	2077-1/550400	ā	*	*	*
4 12285078-2 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:	G print per Drawing No. 1228:	Window (Short Driver) 5078 Rev G, less paint per drawin Due Date 2/15/2010	2077-1/550400	ā	*	*	*
5 12285078-2 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 3/16/2010 SO No:	G print per Drawing No. 1228	Window (Short Driver) 5078 Rev G, less paint per drawing Due Date 3/15/2010	2077-1/550400	5	*	*	· *
6 12285078-2 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:	G print per Drawing No. 1228	Window (Short Driver) 5078 Rev G, less paint per drawing Due Date 4/19/2010	2077-1/550400	E	*	*	×
7 12285078-2 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:	G print per Drawing No. 1228f	Window (Short Driver) 5078 Rev G, less paint per drawing Due Date 5/17/2010	2077-1/550400	Æ	*	¥	×
8 12285078-2 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:	G print per Drawing No. 12286	Window (Short Driver) 5078 Rev G, less paint per drawing Due Date 6/21/2010	2077-1/550400	4	*	*	*

Optex Systems is an equal opportunity employer

Continued over .../

Optex Systems 1420 Presidential Richardson, TX 75081 Phone: 972.644.0722 Fax: 972.234.3544	I SP INC: Please fax signe Purchasing Dep	ISP Inc: Please fax signed copy of this Purchase Order to Purchasing Dept. 972,234,3544	Purchase Order: 9B16802 Instructions to seller: 1. Purchase Order ham 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.	Orde order and Purch feations, invo all must accor stative hereto erned by thee orts, and door	ir: 9BI(see Order Item in whees and package in myany each confar will be addressed see Instructions; at minerits duly refer	5802 Imber must appear on s. In the showing complete to the attention of the y special conditions ty enced herein.	Page 3 of 3 all shipping c description of signer hereof, pad herein and
Line Part ID	Rev	Part Description	100	M/N	U/M Quantity	Unit Price	Extd Price
9 12285078-2 iupplier to fab -2 detail complete	G o print per Drawing No. 122850	9 12285078-2 Supplier to fab -2 detail complete to print per Drawing No. 12285078 Rev G, less paint per drawing note 10.	ig note 10.	4	*	*	·¥
10 12285078-2 upplier to fab -2 detail complete o	G o print per Drawing No. 122850	10 12285078-2 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:	ig note 10.	5	*	*	*

Accepted By Vendor:	Authorized By Telefall Brith	Order Sub Total:	*
Date:	Date: 14-0-7-2009	Order Total:	\$4,370.00

B1

SWS - Trimac Inc.

B-1 SUMMARY PAGE 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

Purchase Order: 9B16887

SWS-Trimac Inc:

Optex Systems

Richardson, TX 75081 1420 Presidential

Phone: 972.644.0722 Fax: 972.234.3544

Please fax signed copy of this Purchase Order

1. Purchase Order number and Purchase Order 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 hereof.
4. This order will be 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.

11/2/2009 Order Date:

United Parcel Servio See Below Due Date:

Ship Via:

Net 30 Days Terms:

W56HZV-06-G-0006 Prime Contract #:

DOA4 DMS Rating:

Ojeda, Elizabeth A. Buyer:

Notes

Please note CERTS and provide. Parts to arrive on or before 11-6-09 2086- 1 W56HZV-06-G-0006 DOA4

Saginaw, MI 48604 Phone: 989-791-4595 Fax: 989-791-1339

SWS-Trimac Inc 5225 Davis Road

Attention:

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Page 1 of 2

Instructions to seller.

1. Purchase Order number and Purchase Order item number must appear on all shipping documents, quality certifications, involces and packages.
2. Packing sheets in detail must accompany each container showing complete description of the contexts.
4. 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. Purchase Order: 9B16887 Please fax signed copy of this Purchase Order to Purchasing Dept. 972.234,3544 SWS-Trimac Inc: Optex Systems Richardson, TX 75081 Phone: 972.644.0722 972.234.3544 Line Part ID 1420 Presidential

U/M Quantity Unit Price Extd Price

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SO No: 2086-1/550400

Due Date 11/17/2009

D Job 2086-1-NOV-FEB Asm 0 Se

12437254-2

Fax:

QC Codes: 7 00068

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Rev

Part Description

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SO No: 7550500

Due Date 11/17/2009

Set Up

Compression and providence	*	\$0.00	\$759.00
1 10 10 10 10 10 10 10 10 10 10 10 10 10	Order Sub Total :	Tax:	Order Total:
Charles on the age of the state	2		
4	Som Son	1420	
Authorized By	Optex:		Date:
By			
Accepted		Date:	

Optex Systems

Richardson, TX 75081 1420 Presidential

Phone: 972.644.0722 Fax: 972.234.3544

SWS-Trimac Inc:

Page 1 of 2

Purchase Order: 9B16801

Please fax signed copy of this Purchase Order

1. Purchase Order instructions to seller:

1. Purchase Order incompany certifications, Involces and packages.

2. Packag 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:

10/30/2009 10/9/2009 Due Date:

United Parcel Servio Net 30 Days Ship Via: Terms:

989-791-4595

Phone: Fax:

Saginaw, MI 48604

5225 Davis Road

SWS-Trimac Inc

Attention:

Please note Certs and provide

Notes

Parts to arrive 10/15/09

Prime Contract #;

DMS Rating:

Buyer:

Ojeda, Elizabeth A.

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

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Page 2 of 2	LOSOL	number must appear on all chloning	sages.	intainer showing complete description of	sed to the attention of the signer hereof, any special conditions typed herein and ferenced benefit
Director Order	Interpretation to the control of the	1. Purchase Order number and Purchase Order item number must appear on all shiming	documents, quality certifications, invoices and packages. 2. Packing sheets in detail must consume the second special process.	the contents of the contents o	 This order will be governed to these instructions; any special conditions typed hereof, 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:	Please fax signed copy of this Purchase Order to Purchasing Dept. 972 234 3644				
ptex Systems	1420 Presidential	Table 1 A 19081		rax: 9/2,234,3544	

other specifications, reports, and documents duly referenced herein.	W. Grand	SO No. 3025/550400 EA * * * * * * * * * * * * * * * * * *	* * * *	SO No: 3025/550500
8	Part Description	Welding Due Date 10/30/2009	Set Up	Due Date 10/30/2009 SO No
	Rev	A Job 3025-12549839K1 Asm 4 5		
	Line Part ID	1 12548820K1 QC Codes: 7	2 00068 E-B Weld Set up	

K	\$0.00	\$790.00
Order Sub Total:	Tax:	Order Total:
Landow	0,50	10-14-7
Authorized By Optex:		Date:
Accepted By endors		ate:

Optex Systems

Richardson, TX 75081 1420 Presidential

972.644.0722 Phone: Fax:

SWS-Trimac Inc:

Purchase Order: 9B16834

B Page 1 of 2

Please fax signed copy of this Purchase Order.

1. Purchase Order number and Purchase Order Rem number must appear on all stipping 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 heritor will be addressed to the alternation of the signer freed.
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

See Below Due Date:

United Parcel Servic Ship Via:

Net 30 Days

Terms:

989-791-4595

Saginaw, MI 48604 5225 Davis Road

Phone:

Fax:

SWS-Trimac Inc

Attention:

W56HZV-06-G-0006 Prime Contract #:

DOA4 DMS Rating:

Ojeda, Elizabeth A. Buyer:

Notes

Please note CERTS and provide. Parts to arrive on or before 10/23/09 2086- 1 W56HZV-06-G-0006 DOA4 Please expedite OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Optex Systems	SWS-Trimac Inc:	Purchase Order: 9816834 Page 2 of 2
1420 Presidential Richardson, TX 75081	Please fox signed copy of this Purchase Order to Purchasing Dept. 972,234,3544	Instructions to seller: 1. Purchase Order number and Purchase Order Rem number must appear on all shipping
Phone: 972.644.0722 Fax: 972.234.354		documents, quality certifications, invoices and packages. 2. Packing sheets in detail must accompany each container showing complete description of the contents
		 All correspondence relative hereto will be addressed to the attention of the signer hereof. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents this referenced herein.

Unit Price Extd Price

U/M Quantity

Part Description

Rev

Welding

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SO No: /550500

Due Date 11/4/2009 Set Up Due Date 11/4/2009

Job 2086-1-OCT-65 Asm 0 Seq

7 12437254-2 EB WELD UNIT PRICE

QC Codes: 7

Line Part ID

SO No: 2086-1/550400

			4 VANDA (A) (A) (A) (A) (A) (A) (A) (A) (A) (A	25/20/20/20/20 /20/20/20/20/20/20/20/20/20/20/20/20/20/
Accepted By Vendor:	Authorized By Optex:	Shylow	Order Sub Total:	**************************************
Date:	Date:	10-21-9	Order Total :	\$990.00

DANAHER CONTROLS

- C-3 QTY
- C-3 UNIT PRICE
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- C-5 UNIT PRICE
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- C-5 QTY

C-1 SUMMARY PAGE 2

- C-5 EXT. PRICE
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C-10 QTY

C-10 UNIT PRICE

C-10 EXT, PRICE

C-10 SUB TOTAL

C-12 QTY

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	1 1 1 1 1	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

Continued over .../

Optex Systems

Richardson, TX 75081 1420 Presidential

Phone: 972.644.0722 Fax: 972.234.3544

Danaher Controls:

Purchase Order: 9B15760

Please fax signed copy of this Purchase Order Instructions to seller:

1. Purchase Order number and Purchase Order number must appear on all shipping documents, quality certifications, involces and packages.

2. Packing sheets in detail must accompany each container showing complete description of the contents.

たり Page 1 of 7

3. All correspondence relative hereto will be addressed to the attention of the signer hereof. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

REVISOR 02

ORIGIN FOB:

4/24/2009 See Below Order Date: Due Date:

Ship Via: Terms:

1675 Delaney Rd, Gurnee, IL 60031 CHICAGO, IL 60693-1809 Phone: 910-862-2511

Danaher Controls P.O. BOX 91809

Renn Thomas

Attention:

910-862-5412

Fax:

W52H09-05-D-0260/ Prepaid Prime Contract #:

DMS Rating:

VanDeCarr, Charlotte Buyer:

Notes

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Page 2 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 contexts the contexts. 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. Purchase Order: 9B15760 Please fax signed copy of this Purchase Order to Purchasing Dept. 972,234,3544 60-41-8 Danaher Controls: (co 4-) Optex Systems Phone: 972.644.0722 972.234.3544 Richardson, TX 75081 1420 Presidential Fax:

Line	Line PartID	Rev	Part Description		M/N	U/M Quantity	Unit Price	Extd Price
Suppli	Supplier to fab complete to print. Increasing Count		Counter, Rotating, Fixed Mounting (6400 Mil)	Mounting (6400 Mil)	4	*	*	*
Pricing QC C	Pricing includes a 25% expedite fee QC Codes: 18	r Assembly Check List	CK LIST Due Date 7/9/2009	SO No: 1795-2/550400	8			
2 Suppli Danah	2 11741118-1 B Count Supplier to fab complete to print. Increasing Count Danaher P/N 153943-107 in accordance with Counter Assembly Check List	B r Assembly Che	Counter, Rotating, Fixed Mounting (6400 Mil)	Mounting (6400 Mil)	5	*	*	\ *
Pricing QC C	Pricing includes a 25% expedite fee QC Codes: 18		Due Date 7/23/2009	SO No: 1795-2/550400	0			
Э	11741118-1	В	Counter, Rotating, Fixed Mounting (6400 Mil)	Mounting (6400 Mil)	EA	k	3	X
Suppli Danah	Supplier to fab complete to print. Increasing Count Danaher P/N 153943-107 in accordance with Counter Assembly Check List	r Assembly Che	ck List			<i>(</i> .	•	: K
8/14/2 Optex	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.	or each shipmen na involce.	t NO MORE THAN 10 days	prior to availability for s	hipment			
20	QC Codes: 18		Due Date 9/17/2009	SO No: 1795-2/550400	0			
4	11741118-1	В	Counter, Rotating, Fixed Mounting (6400 Mil)	Mounting (6400 Mil)	EA			7

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.

Supplier to fab complete to print. Increasing Count Danaher P/N 153943-107 in accordance with Counter Assembly Check List

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EA

Counter, Rotating, Fixed Mounting (6400 Mil)

QC Codes: 18

SO No: 1795-3/550400 Due Date 10/22/2009

Optex Systems is an equal opportunity employer

*Confidential Treatment Requested

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Extd Price Page 3 of 7 the contents 3. All correspondence relative horsto 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. Packing sheets in detail must accompany each container showing complete description of Instructions to seller: 1. Purchase Order number and Purchase Order Rem number must appear on all shipping K * X Unit Price Purchase Order: 9B15760 X * K documents, quality certifications, invoices and packages. Quantity X X × 8/14/2009 - Danaher is to send a pro forma invoice for each shipment NO MORE THAN 10 days prior to availability for shipment. 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. E W/N M B M SO No: 1795-3/550400 SO No: 1795-2/550400 SO No: 1795-2/550400 SO No: 1795-2/550400 Counter, Rotating, Fixed Mounting (6400 Mil) Counter, Rotating, Fixed Mounting (6400 Mil) Counter, Rotating, Fixed Mounting (6400 Mil) Counter, Rotating, Fixed Mounting (6400 Mil) Please fax signed copy of this Purchase Order to Purchasing Dept. 972,234,3544 Part Description Due Date 11/19/2009 Due Date 7/16/2009 Due Date 9/17/2009 Due Date 7/9/2009 60-51-Supplier to fab complete to print. Decreasing Count Danaher P/N 153933-101 in accordance with Counter Assembly Check List Supplier to fab complete to print. Decreasing Count Danaher P/N 153933-101 in accordance with Counter Assembly Check List Danaher P/N 153943-107 in accordance with Counter Assembly Check List Danaher P/N 153933-101 in accordance with Counter Assembly Check List Danaher Controls: (a) Optex will pay prior to shipment based on the pro forma invoice. Rev 8 8 8 Supplier to fab complete to print, Decreasing Count Supplier to fab complete to print. Increasing Count Pricing includes a 25% expedite fee Pricing includes a 25% expedite fee Optex Systems 972,234,3544 972.644.0722 Richardson, TX 75081 11741118-2 11741118-2 1420 Presidential 11741118-1 11741118-2 Part ID QC Codes: 18 QC Codes: 18 QC Codes: 18 QC Codes: 18 Phone: Line Fax: 8 9

Optex Systems is an equal opportunity employer

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Extd Price Page 4 of 7 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. 2. Packing sheets in detail must accompany each container showing complete description of Purchase Order number and Purchase Order Item number must appear on all shipping * K X X. Unit Price Purchase Order: 9B15760 * * * documents, quality certifications, involces and packages. Quantity Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List 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. 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. W/M E M SO No: 1795-3/550400 SO No: 1795-2/550400 SO No: 1795-3/550400 SO No: 1795-2/550400 Instructions to seller: Counter, Rotating, Fixed Mounting (6400 Mil) Counter, Rotating, Fixed Mounting (6400 Mil) Please fax signed copy of this Purchase Order to Purchasing Dept. 972.234.3544 Part Description Due Date 10/22/2009 Due Date 11/19/2009 Counter, Correction Counter, Correction Due Date 7/16/2009 Due Date 7/9/2009 0160-11-8 Supplier to fab complete to print. Decreasing Count Danaher P/N 153933-101 in accordance with Counter Assembly Check List Danaher P/N 153933-101 in accordance with Counter Assembly Check List Danaher Controls: Optex will pay prior to shipment based on the pro forma invoice. Rev 8 Supplier to fab complete to print. Decreasing Count Pricing includes a 25% expedite fee Pricing includes a 25% expedite fee Optex Systems 972.234.3544 Phone: 972.644.0722 Richardson, TX 75081 11741118-2 1420 Presidential 11741118-2 11741119 11741119 Part ID QC Codes: 18 QC Codes: 18 QC Codes: 18 QC Codes: 18 Fax: Line 10 11 12

Optex Systems is an equal opportunity employer

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Extd Price Page 6 of 7 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. documents, quality certifications, invoices and packages. 2. Packing sheets in detail must accompany each container showing complete description of Instructions to seller: 1. Purchase Order number and Purchase Order Item number must appear on all shipping × Unit Price Purchase Order: 9B15760 X Quantity X 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. M/M A SO No: 1795-3/550400 Counter, Rotating, Fixed Mounting (6400 Mil) the contents 8/14/2009 - Danaher may ship the final shipment of **Sets on 31-Dec if shipment is made on Net 30 terms. Please fax signed copy of this Purchase Order to Purchasing Dept. 972,234,3544 Part Description Due Date 1/14/2010 Danaher P/N 153943-107 in accordance with Counter Assembly Check List Danaher Controls: धा रम य Rev В Supplier to fab complete to print. Increasing Count Optex Systems 972.234.3544 Phone: 972.644.0722 Richardson, TX 75081 1420 Presidential 11741118-1 PartID QC Codes: 18 Fax: Line

* 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. Z Counter, Rotating, Fixed Mounting (6400 Mil) Due Date 12/17/2009 Supplier to fab complete to print. Decreasing Count Danaher P/N 153933-101 in accordance with Counter Assembly Check List 11741118-2 OC Codes: 18 13

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Counter, Rotating, Fixed Mounting (6400 Mil)

Danaher P/N 153933-101 in accordance with Counter Assembly Check List

Supplier to fab complete to print. Decreasing Count

11741118-2

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

SO No: 1795-3/550400 8/14/2009 - Danaher may ship the final shipment of X sets on 31-Dec if shipment is made on Net 30 terms. Due Date 1/14/2010

QC Codes: 18

Continued over .../

Optex Systems is an equal opportunity employer

Page 7 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. Purchase Order: 9B15760 Please fax signed copy of this Purchase Order to Purchasing Dept. 972,234,3544 12 -14-09c2 Danaher Controls: Optex Systems Phone: 972.644.0722 Richardson, TX 75081 972.234.3544 1420 Presidential Fax:

Line	Line Part ID	Rev	Part Description	W/W	Quantity	U/M Quantity Unit Price Extd Price	Extd Price
20 Supplie	20 11741119 EA 7 Supplier to fab complete to print and ECP No. H04A2084, Danaher P/N 176322-104 in accordance with Counter Assembly Check List	D 04A2084. Danahe	Counter, Correction er P/N 176322-104 in accordance	EA e with Counter Assembly Check	¥ List ⊁ List	*	ķ
8/14/2 Optex	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	ice for each shipn o forma invoice.	nent NO MORE THAN 10 days p	prior to availability for shipment. SO No: 1795-3/550400			
21 Supplie	21 11741119 EA EA Supplier to fab complete to print and ECP No. H04A2084. Danaher P/N 176322-104 in accordance with Counter Assembly Check List	D 04A2084. Danahe	Counter, Correction or P/N 176322-104 in accordance	EA with Counter Assembly Check	* List	 k	· *
8/14/2(Optex	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.	ice for each shipm o forma invoice.	nent NO MORE THAN 10 days p	orior to availability for shipment.	W.+0		

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: 18

SO No: 1795-3/550400

Accepted By	Authorized By	Order Sub Total :	 *
	Optex:	Tax:	\$0.00
Date:	- Date:	Order Total :	\$964,040.00

Continued over .../

Please fax signed copy of this Purchase Order

1. Purchase Order number and Purchase Order frem number must appear on all shipping documents, quality certifications, invoices and packages.

2. Packing sheets in detail must accompany each container showing complete Purchase Order: 9B16048 Danaher Controls: Optex Systems Richardson, TX 75081 1420 Presidential

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Page 1 of 2

description of the contents

3. All correspondence relative hereto will be addressed to
the attention of the signer hereor.

4. This order will be governed by these instructions; any
special conditions typed herein and other specifications, reports,
and documents duly referenced herein.

ORIGIN FOB:

See Below 6/9/2009 Order Date: Due Date:

Ship Via:

1675 Delaney Rd, Gurnee, IL 60031 CHICAGO, IL 60693-1809 910-862-2511 910-862-5412

Phone:

Fax:

Danaher Controls P.O. BOX 91809

Renn Thomas

Attention:

Phone: 972.644.0722 Fax: 972.234.3544

W52H09-05-D-0248/ Prepaid Prime Contract #; Terms:

D0-A5 DMS Rating: VanDeCarr, Charlotte Buyer:

Notes

All terms and conditions of original PO apply

opies systems	Danailei Condois:	Purchase Order: 9B16048
420 Presidential lichardson, TX 75081	Purchasing Dept. 972,234,3544	Instructions to seller: 1. Purchase Order number and Purchase Order Item number must appear on all shipping
Phone: 972.644.0722		occurrents, quanty cerum-cators, 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 speed a conditions typed herein and other specifications, reports, and documents dain referenced herein.

					11/10	Channel Annual	OURTING	TALL LINE
1 8261839	r	Counter (Non Reset Direct Drive)	ct Drive)		¥	*	K	*
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in ac	in accordance with Counter Assembly Check List.	ly Check Lis	st.		۲.	0	Ų.
o control		Due Date 9/15/2009	SO No:	SO NO: 1/92-3/550400				
2 8261839	_	Counter (Non Reset Direct Drive)	oct Drive)		E	¥	*	*
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in ac	in accordance with Counter Assembly Check List.	ly Check Lis	#				
QC Codes: 8		Due Date 11/30/2009	SO No:	SO No: 1792-3/550400				
3 8261839	1	Counter (Non Reset Direct Drive)	ct Drive)		EA	*	¥	
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in ac	in accordance with Counter Assembly Check List.	ly Check Lis	it.				
QC Codes: 8		Due Date 1/29/2010	SO No:	SO No: 1792-3/550400				
4 8261839	r	Counter (Non Reset Direct Drive)	ct Drive)		EA	*	ا	4
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in ac	in accordance with Counter Assembly Check List.	ly Check Lis	**		<	k	k
QC Codes: 8		Due Date 3/31/2010	SO No:	SO No: 1792-4/550400				
5 8261839	,	Counter (Non Reset Direct Drive)	ct Drive)		EA	X	4	1
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in acc	in accordance with Counter Assembly Check List.	ly Check Lis	,		(<	L
QC Codes: 8		Due Date 5/31/2010	SO No:	SO No: 1792-4/550400				
6 8261839		Counter (Non Reset Direct Drive)	ct Drive)		E	*	×	7
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in acc	in accordance with Counter Assembly Check List.	ly Check Lis	1,1				ĸ
QC Codes: 8		Due Date 7/30/2010	SO No:	SO No: 1792-4/550400				
7 8261839	ŗ	Counter (Non Reset Direct Drive)	ct Drive)		EA	*	 *	; *
Supplier to fab complete to print. Danaher P/N 726824-006	26824-006 in acc	in accordance with Counter Assembly Check List.	ly Check Lis	.				
QC Codes: 8		Due Date 9/30/2010	SO No.	SO No: 1792-4/550400				

epted By Authorized By Optex:	Jenit J	*
e: 18-140-2009	Order Total :	\$72,210.00

Continued over .../

Purchase Order: 9D16215

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Page 1 of 2

Danaher Controls:

Optex Systems

Richardson, TX 75081 1420 Presidential

972.644.0722

Phone: Fax:

Please fax signed copy of this Purchase Order. Instructions to seller:

1. Purchase Order number and Purchase Order item number must appear on all supply documents, quality certifications, invoices and packages.

2. Packing sheets in detail must accompany each container showing complete description of the contents.

All correspondence relative hencto will be addressed to the attention of the signer hereof.
 This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

7/2/2009 Order Date:

See Below

Due Date: Ship Via:

Terms;

1675 Delaney Rd, Gurnee, IL 60031 CHICAGO, IL 60693-1809 910-862-2511 910-862-5412

Phone:

Danaher Controls P.O. BOX 91809

Attention:

Prime Contract #:

DMS Rating:

Buyer:

Box, Gary

HOTE!

RMA # 123718 DMR"S 10451,10449,10452,10453,10454,10405

Notes

All terms and conditions of original PO apply

C *ex Systems 1420 Presidential Richardson, TX 75081 Phone: 972.234.3544 Fax: 972.234.3544	Danaher Controls: Please fax signed copy of Purchasing Dept. 972.234	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 Rem 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.	Orde	ase Order Rem ni incres and package mpany each cont will be addressed we instructions; ar	6215 umber must appear on sc. alner showing complete I to the attention of the by special conditions by enced herein.	Page 2 of 2 all shipping e description of a signer hereof, ped herein and
Line PartID	Rev	Part Description		M/n	U/M Quantity	Unit Price	Extd Price
1 11741118-1 Fixed Mounting (6400 MIL) Increasing Count Danaher P/N 153943-107 DMR#10451		Counter, Rotatiting Due Date 7/13/2009	SO No: 1795/650400	5	*	*	*
2 11741118-2 Fixed Mounting (6400 MIL) Decreasing Count Danaher P/N 153933-101 RMA # 123718 DMR #10453,104 64 0 ¹ / ₂ 0 ¹ / ₂	<u></u>	Counter, Rotating		¥	*	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	*
		Due Date 7/2/2009	SO No: 1795/550400				
3 11741119 w/NOR H04A2084 & Contract C Requirements-Rev A Danaher P/N 176322-104 RMA #123718 DMR's #10449-10452	D ints-Rev A	Counter, Correction		5	*	*	K
		Dis Date 7/13/2009	SO No: 1705/550400				

SO No: 1795/550400

Due Date 7/13/2009

ub Total: ** \$0.00	: \$6,27
Authorized By And Box Order Sub	Order Total
Accepted By Vendor:	Date:

SPARTECH POLYCAST

D-1 SUMMARY PAGE 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
- D-5 QTY
- D-5 UNIT PRICE
- D-5 EXT. PRICE
- D-5 QTY
- D-5 UNIT PRICE
- D-5 EXT. PRICE
- D-5 QTY
- D-5 UNIT PRICE
- D-5 EXT. PRICE
- D-5 QTY
- D-5 UNIT PRICE

D-1 SUMMARY PAGE 2

- 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 UNITP RICE
- 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
- D-9 EXT. PRICE
- D-9 QTY
- D-9 UNIT PRICE
- D-9 EXT. PRICE
- D-9 QTY
- D-9 UNIT PRICE
- D-9 EXT. PRICE

D-1 SUMMARY PAGE 3

- D-9 UNIT PRICE
- D-9 EXT. PRICE
- 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

Optex Systems

Richardson, TX 75081 1420 Presidential

Phone: 972.644.0722 Fax: 972.234.3544

Spartech Polycast:

Please fax signed copy of this Purchase Order

1. Purchase Order number and Purchase Order lean number must appear on all shipping documents, quality certifications, invoices and paddoges.
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 hereto.
4. This croter will be giver hereto.
5. Special conditions typed herein and other specifications, reports, and documents duly referenced herein.

Purchase Order: 9B15674

Page 1 of 2

ORIGIN FOB: See Below Due Date:

4/13/2009

Order Date:

Truckline Ship Via:

2975 Collections Center Drive Chicago, IL 60693 800-243-9002 203-323-2925

Phone:

Fax:

Spartech Polycast

Doug Rogers

Attention:

See Below Net 45 Prime Contract #: Terms:

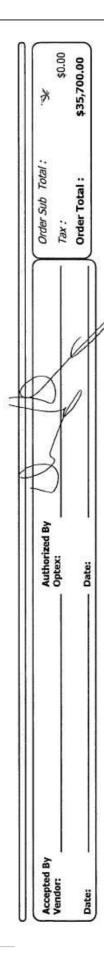
See Below DMS Rating: Peeples, Ronald E. Buyer:

> 1528-30/DAAE20-03-D-0052/DO-A5 1994/NONE/D0-A3 Notes

All terms and conditions of original PO apply

t prex systems	Spartech Polycast:	Purchase Order: 9B15674
r zu Presidential Richardson, TX 75081	riease lax signed copy or dis Purchase Urder to Purchasing Dept. 972.234.3544	Instructions to seller: 1. Purchase Order number and Purchase Order item number must appear on all shipping
Phone: 972.644.0722		documents, quality certifications, invoices and packages. 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	M/n	Quantity	U/M Quantity Unit Price Extd Price	Extd Price
1 12285096U QC Codes: 2	9	Body, Cut Blank (Short Commander Top) Due Date 5/8/2009 SO No: 1528-30/550400	EA 0400	<u>*</u>	*	ΦT
2 12285096U QC Codes: 2	9	Body, Cut Blank (Short Commander Top) Due Date 6/12/2009 SO No: 1528-30/550400	EA 0400	*	;*	*
3 12285096U QC Codes: 2	ט	Body, Cut Blank (Short Commander Top) Due Date 7/31/2009 SO No: 1994/550400	E	<i>;</i> }	X	×
4 12285096U QC Codes; 2	v	Body, Cut Blank (Short Commander Top) Due Date 8/21/2009 SO No: 1994/550400	E	*	K	*



Purchase Order: 9B15773

Page 1 of 2

Richardson, TX 75081 1420 Presidential

Optex Systems

Phone: 972.644.0722 972.234.3544 Fax:

Spartech Polycast:

Please fax signed copy of this Purchase Order. Instructions to seller:

1. Purchase Order number and Purchase Order Rem 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. This order will be governed by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

4/28/2009 Order Date:

5/8/2009

Due Date:

2975 Collections Center Drive

Chicago, 1L 60693

Spartech Polycast

Doug Rogers

Attention:

800-243-9002 203-323-2925

Phone:

Fax:

Truckline Net 45 Ship Via: Terms: See Below Prime Contract #:

See Below DMS Rating: Peeples, Ronald E. Buyer:

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

Notes

(18/1/2) SE

OSI-10087 TERMS AND CONDITIONS APPLY

Optex Systems is an equal opportunity employer

Continued over .../

Line Part ID	Rev	Part Description		'n	W	U/M Quantity	Unit Price	Extd Price
1 12285099U QC Codes: 2	n	Body, Cut Blank (Commander Bottom) Due Date 7/20/2009 SO No: 15/	ander Botton SO No: 1	28-30/550400	ā	×	*	ķ,
2 12285099U QC Codes: 2		Body, Cut Blank (Commander Bottom) Due Date 10/9/2009 SO No: 199	ander Botton SO No: 1	er Bottom) SO No: 1994/550400	¥.	*	*	*
3 12285099U QC Codes: 2	r r	Body, Cut Blank (Commander Bottom) Due Date 11/20/2009 SO No: 15/	ander Botton SO No: 1	er Bottom) SO No: 1528-30/550400	4	×	*	*
4 7674952U Supplier to fab complete to print with Optex ECN No. 342	D N No. 342	M17 Periscope Body, Cut Blank	rt Blank		¥.	¥	K	*
QC Codes: 2		Due Date 10/23/2009	SO No: 1	SO No: 1528-39/550400				
5 7674952U Supplier to fab complete to print with Optex ECN No. 342	D N No. 342	M17 Periscope Body, Cut Blank	rt Blank		ā	*	, X	沐
QC Codes: 2		Due Date 11/20/2009	SO No: 1	SO No: 1528-39/550400				
6 7674952U Supplier to fab complete to print with Optex ECN No. 342	D N No. 342	M17 Periscope Body, Cut Blank	rt Blank		Æ	*	*	, *
QC Codes: 2		Due Date 12/18/2009	SO No: 1	SO No: 1528-41/550400				

			#			
Accepted By Vendor:	Authorized By Optex:	5	5	(g) kut	Order Sub Total:	**************************************
Date:	- Date:	(8)	Jun	1-2009	Order Total :	\$109,980.00

Continued over .../

Spartech Polycast:

Optex Systems

Richardson, TX 75081

1420 Presidential

972.644.0722 972.234.3544

Phone: Fax:

Page 1 of 2 \bigcirc

Purchase Order: 9B15958

Please fax signed copy of this Purchase Order 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 a Packing sheets in detail must accompany each container showing complete a Packing sheet in detail must accompany each container showing complete a Packing sheet in detail must accompany and packing complete a Packing sheet in the addressed to the afternoon of the content of the signer hereof.

4. This order will be given meter by these instructions; any special conditions typed herein and other specifications, reports, and documents duly referenced herein.

ORIGIN FOB:

7/3/2009 Due Date:

6/3/2009

Order Date:

Net 30 Days Truckline Terms:

Ship Via:

2975 Collections Center Drive

Chicago, IL 60693

Phone:

Fax:

Spartech Polycast

Doug Rogers

Attention:

800-243-9002

See Below Prime Contract #:

See Below DMS Rating:

Buyer:

Peeples, Ronald E.

3016/W56HZV-07-D-M112/DO00026 3008/W56HZV-07-D-M112/NONE Notes

OSI-10087 TERMS AND CONDITIONS APPLY

Page 2 of 2	complete description of on of the signer hereof.
Purchase Order: 9B15958	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.
Spartech Polycast:	Please Tax 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

Line Part ID	Rev	Part Description		W/N	U/M Quantity	Unit Price	Extd Price
1 12308260-2U BODY (M40 15 Dea)	×	Body (15° Periscope), Cut Blank	Slank	Æ	*	*	*
QC Codes: 2		Due Date 6/15/2009	SO No: 3016/550400				
2 LS1027714U Supplier to fab complete to print.	¥	Body, Acrylic, Cut Blank		EA	*	*	*
QC Codes: 2		Due Date 7/22/2009	SO No: 3008/550400				
3 LS1027714U Supplier to fab complete to print	A	Body, Acrylic, Cut Blank		EA	火	×	*
QC Codes: 2		Due Date 10/20/2009	SO No: 3008/550400		00		
4 LS1027714U	A	Body, Acrylic, Cut Blank		EA	×	*	A
Supplier to fab complete to print.					S	7	
QC Codes: 2		Due Date 1/11/2010	SO No: 3008/550400				

Accepted By Vendor:	Authorized By Take Lall Krait	Order Sub Total:	№
Date:	- Jun - 200	9 Order Total:	\$28,855.00

Spartech Polycast:

Optex Systems

Richardson, TX 75081

1420 Presidential

972.234,3544 972.644.0722

Phone: 9

Purchase Order: 9B15992

Page 1 of 2

Please fax signed copy of this Purchase Order

1. Purchase Order number and Purchase Order 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.

ORIGIN FOB:

6/26/2009 6/2/2009 Order Date: Due Date:

Truckline Ship Via:

2975 Collections Center Drive

Chicago, 1L 60693

Spartech Polycast

Attention:

800-243-9002 203-323-2925

Phone:

Fax:

See Below Prime Contract #;

Net 45

Terms:

See Below DMS Rating:

Peeples, Ronald E. Buyer:

> 1528-41/DAAE20-03-D-0052/DX-A5 1528-33/DAAE20-03-D-0052/DO-A5 2077/W56HZV-06-G-0006/DO-A5 Notes

Shelf Life and Material Certs required with shipment

This purchase order is EXEMPT from sales and use tax.

Optex Systems is an equal opportunity employer

Continued over .../

ptex Systems	Spartech Polycast:	Purchase Order: 9815992
120 Presidential	Please fax signed copy of this Purchase Order to	
Vichardson, TX 75081	Purchasing Dept. 972,234,3544	Instructions to select: 1. Purchase Order number and Purchase Order item number must appear on all shipping
Phone: 972.644.0722		documents, quality certifications, involces and packages. 2. Packing sheets in detail must accompany each container showing complete description of
972.234.3544		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.

Extd Price

Unit Price

Quantity

×

×

X

E

SO No: 1528-33/550400

E

Body, Cut Blank (Short Driver)
SO No: 2077/550400

Body, Cut Blank (Short Driver)

Due Date 9/25/2009

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E

SO No: 2077/550400

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SO No: 1528-33/550400

Body, (Tall Commanders Top) Milled

I

12285105M

QC Codes: 2

12285105M

QC Codes: 2

12285088U

QC Codes: 2

12285088U

QC Codes: 2

I

U

U

Due Date 7/6/2009

Body, (Tall Commanders Top) Milled

Due Date 9/18/2009

EA

SO No: 1528-41/550400

E

SO No: 1528-41/550400

M27 Periscope Body, Cut Blank

Due Date 8/7/2009

M27 Periscope Body, Cut Blank

Due Date 6/26/2009

Part Description

Rev

7633133U

QC Codes: 2

Line Part ID

7633133U

QC Codes: 2

7633133U

QC Codes: 2

M27 Periscope Body, Cut Blank

Due Date 9/7/2009

SO No: 1528-41/550400

Order Sub Total: \$ \$0.00	Order Total : \$79,826.00
Authorized By Teskell Butt	Date: 3-Jun-2009
Accepted By Vendor:	Date: