

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00201	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111	CODE SPE300	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OCEAN FAIR INTERNATIONAL SHIP CHANDLEING LLC PO BOX 49646 PLOT #597-904 DUBAI INVESTMENT PARK - PHASE II DUBAI UNITED ARAB EMIRATES			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-14-D-1004  10B. DATED (SEE ITEM 13) 28 APR 2014		
CODE SGP40		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. Offer 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 amendment; (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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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: FAR 52.212-1(c)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to memorialize an agreement reached between DLA Troop Support and Ocean Fair International Ship Chandleing LLC ("OFI") related to the implementation of this contract. Details of the agreement are identified on the following page.

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) Adil Master, Director	15A. NAME AND TITLE OF SIGNER (Type or print) Linda L. Ford, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Adil Master</i> (Signature of person authorized to sign)	15C. DATE SIGNED 21 AUG-2014
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 21 AUG 2014
by <i>Linda L. Ford</i> (Signature of Contracting Officer)	



On August 8, 2014, Bahrain Maritime & Mercantile International BSC ("BMMI") filed a Bid Protest in the Court of Federal Claims ("Court") challenging the award of this contract. Absent the Court entering a temporary restraining order, preliminary or permanent injunction, OFI has requested that it be permitted to continue its contract implementation. OFI further agrees that, if BMMI is successful in its August 8, 2014 bid protest, OFI will offer for sale to BMMI all material OFI shipped through the USTRANSCOM Defense Transportation System ("DTS") for use under this contract. OFI further agrees that, if BMMI is successful in its protest, OFI will offer material shipped through DTS for sale to BMMI at the "Product Price" of each item, as defined by the Pricing and EPA terms of this contract. Finally, OFI agrees that if BMMI is successful in its protest, OFI will waive any claim to ramp-up or implementation costs incurred related to the work performed while the protest was ongoing. OFI understands that it engages in its contract implementation at its own risk.

The Government agrees that it will assist in facilitating any such sale made pursuant this modification.

All other terms and conditions remain unchanged.