

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P0000 <u>10</u>	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 POC: Neil-Michael Chiaradio 215-737-3668	CODE SPM300	7. ADMINISTERED BY (If other than Item 6)	CODE SPM300	DLA Troop Support - Directorate of Subsistence 700 Robbins Avenue; Philadelphia, PA 19111
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ANHAM FZCO DAFZA East Wing Phase 4, 4A Suite No. 808 P.O. Box 231082, Dubai - U.A.E.			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3571	
			10B. DATED (SEE ITEM 13) 22 June 2012	
CODE SUR64	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 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE <input type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes via supplemental agreement of the parties
<input type="checkbox"/>	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.)

Please see pages 2-3 for details of this modification.

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) David W. Brans, Managing Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Neil-Michael Chiaradio
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 9/4/14
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/5/14

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- A. This modification addresses revised contractual terms pertaining to ANHAM FZCO's supply of [REDACTED] and will be cataloged using the following NSN and Item Description:

NSN	Item Description
896501E199281	BEER, NON-ALC, CN, 24/330 ML CN

- B. "Product Price" as identified in both the Pricing section and the Economic Price Adjustment (EPA) Clause within this contract is defined as the most recent DLA Troop Support Manufacturer's Price Agreement (MPA) price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacture. Product Price shall exclude all costs that are to be covered in the Distribution Price. The exceptions to the Product Price definition are not applicable for the procurement of non-alcoholic beer purchased through a manufacturer's OCONUS distributor. For the purposes of procuring non-alcoholic beer provided under this contract, however, ANHAM FZCO is permitted to submit a quote/invoice from its OCONUS non-alcoholic beer provider, [REDACTED] to establish Product Price under the contract for [REDACTED] products sourced in [REDACTED]. When a [REDACTED] quote/invoice is submitted to establish Product Price under the contract, any markup applied by [REDACTED] to the manufacturer's price must be clearly identified. In addition, ANHAM FZCO must also submit a manufacturer's invoice from [REDACTED] which establishes the price of the non-alcoholic beer to [REDACTED], as verification of Product Price and for the purposes of determining any markups fair and reasonable.
- C. ANHAM FZCO certifies that its performance under the contract is in accordance with the Rebates/Discounts and Price-Related Provisions included in the contract.
- D. ANHAM FZCO will arrange for the shipment of [REDACTED] non-alcoholic beer sourced in [REDACTED] through [REDACTED] via the USTRANSCOM Defense Transportation System (DTS). ANHAM FZCO will arrange for these DTS shipments to be made out of [REDACTED] via surface through DTS under USTRANSCOM USC contracts. On a case by case basis, the Contracting Officer may authorize the use of Multimodal (MM) USTRANSCOM contracts through DTS.
- E. As with all shipments through the DTS system, all existing contractual requirements regarding ANHAM's utilization of USTRANSCOM DTS and USTRANSCOM USC contracts apply to any DTS shipments made for items covered by this modification. These terms include but not limited to the provisions of the INSURANCE, LIABILITY, AND CLAIMS section and the

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CUSTOMS, CONTRACTOR RESPONSIBILITY, and GOVERNMENT RESPONSIBILITY sections included in the TRANSPORTATION section of contract SPM300-12-D-3571 (pg. 105-110). Prior to shipment of any material through DTS, ANHAM FZCO is required to have a carrier agreement in place with the USTRANSCOM carriers performing the movement. The carrier agreement must include a claims process involving ANHAM FZCO and the USTRANSCOM contractor for the resolution of any disputes between them related to the movement. Any claims by ANHAM FZCO for cost relating to delays in transportation or other transportation-related issues, including loss of product, lie against the USTRANSCOM contract carrier, and not the Government.

- F. Except as modified herein, ANHAM FZCO shall comply with the terms and conditions of its contract for any and all actions/procurement of non-alcoholic beer and any other product under this contract. In addition, when submitting quotes/invoices for non-alcoholic beer throughout the life of the contract, these quotes/invoices shall be in accordance with the terms and conditions of the Pricing Language and the Economic Price Adjustment Clause for substantiating the contract's product price as identified in ANHAM FZCO's contract, except as modified herein.
- G. The Distribution Category for ANHAM FZCO's Standard and Non-Standard Distribution Prices, both with and without Private Convoy Security for non-alcoholic beer, NSN 896501E199281, will be Category 1 CONUS DRY CS.
- H. All other terms and conditions remain unchanged.