

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P0000 11		3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	SPM300
DLA Troop Support - Directorate of Subsistence 700 Robbins Avenue; Philadelphia, PA 19111 POC: Neil-Michael Chiaradio 215-737-3668			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)				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
ANHAM FZCO DAFZA East Wing Phase 4, 4A Suite No. 808 P.O. Box 231062, Dubai - U.A.E.				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
CODE SUR64				<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3571
FACILITY CODE				<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 22 June 2012

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.**

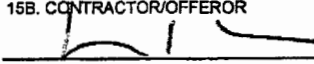
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

See continuation pages 2-3 for details

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 M. Braus, Managing Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn L. Gartland	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/1/14	16B. UNITED STATES OF AMERICA Kathryn L. Gartland (Signature of Contracting Officer)	16C. DATE SIGNED 10/3/2014

- A. The purpose of this Modification is to memorialize the agreement between DLA Troop Support and ANHAM FZCO (“ANHAM”) (collectively the “Parties”) regarding certain commercial Prime Vendor material transferred to ANHAM for Storage and Delivery under ANHAM’s Subsistence Prime Vendor (“SPV”) Afghanistan Contract, Contract SPM300-12-D-3571.
- B. At the conclusion of the prior SPV Afghanistan contractor’s performance, DLA Troop Support arranged for the delivery of commercial SPV type material to ANHAM.
- C. ANHAM agrees to pay the Government for product which had sufficient contractual shelf life remaining as of the transfer date. This includes transferred product which was issued, could have been issued, or is expected to be issued based on a first expiry first out methodology as of the transfer date, taking into account ANHAM purchased stock which was available for delivery. For product that did not have sufficient shelf-life to be used for performance under the contract or which expired prior to delivery to ANHAM, DLA Troop Support and ANHAM will review that material on a case by case basis to determine which party was responsible for the delay in transfer and/or product expiration, and the responsible party will bear the risk and cost of the product loss.

For transferred product which has been sold, the Parties agree that ANHAM will pay the Government the ANHAM Product Price, as defined by Contract SPM300-12-D-3571 and paid to ANHAM, in effect at the time the order was placed and for which the customer was subsequently charged. For transferred product with remaining shelf life as of the date of this agreement, the agreed upon price to be paid by ANHAM to the Government is the cataloged ANHAM Product Price as of the agreement date for the balance of that item. The value of this transferred stock will be determined by mutual collaboration between the Parties. To assist in this determination, ANHAM agrees that it will submit to DLA Troop Support a proposed payment amount, with complete documentation substantiating that amount to include a report identifying the line item selling price for each sale of transferred product, no later than October 1, 2014. If required, the Government may request, and ANHAM will provide additional supporting documentation to substantiate the proposed payment amount including, but not limited to, signed customer invoices and receiving documentation. The Parties agree that an agreement on the value owed to the Government should be reached no later than September 30, 2014. If the Parties fail to agree to any dollar figure, the Government reserves the right to issue a demand for full payment of the entire amount transferred to ANHAM as determined by the Government. The Government reserves the right, however, to issue a demand letter for any amount the Government believes it is owed above the amount the Parties are able to mutually agree to.

Any agreed upon value will serve as the baseline for application of interest as described in paragraph F below.

- D. Upon execution of this Modification, ANHAM agrees to take title to, and accept risk of loss for, the undelivered portion of this product. Title of this product will remain with ANHAM and will only pass to the Government when product is ordered, inspected, and accepted at the final delivery point by an authorized Government receiving official in accordance with the terms of the contract.
- E. DLA Troop Support will defer payment of any agreed to amount, as described in paragraph C above, from execution of this Modification until March 31, 2015, unless an earlier payment date is mutually

agreed to by ANHAM and DLA Troop Support. The parties may, by further bilateral Modification, agree to a later payment date.

- F. The Parties agree that interest will begin to accrue on any agreed to amount as described in paragraph C owed by ANHAM to the Government on October 1, 2014. Such interest will be calculated in accordance with FAR 52.232-17, with October 1, 2014 constituting the “date due” for the purposes of calculations under that clause. Consequently, the amount owed by ANHAM to the Government shall bear simple interest from October 1, 2014 until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in FAR 52.232-17(e), and then at the rate applicable for each six-month period as fixed by the Secretary of the Treasury until the amount is paid.
- G. All other terms and conditions of the contract remain unchanged