

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE DO-C1	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE DEC 16, 2003	4. REQUISITION/PURCHASE REQ. NO. ARS02-086-000100	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA. 19111-5098 DSCP-HRAA/Debbie Beller Telephone: 215-737-2967 Fax: 215-737-7774	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) DCMC Atlanta 805 Walker Street, Suite 1 Marietta, GA 30060-2789		CODE HQ0338
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SOPAKCO Packaging PO Box 1047 118 South Cypress Street Mullins, SC 29574			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-03-D-Z108	
			10B. DATED (SEE ITEM 13) 03/31/03	
CODE 6D623	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 9 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)**

SG 97X4930.SCSO 01 26.0 S33150 Net Decrease: \$ 385,000.00

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

<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"/>	D. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paylog office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 49.603-7
<input type="checkbox"/>	B. OTHER (Specify type of modification and authority)

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

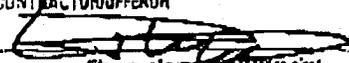
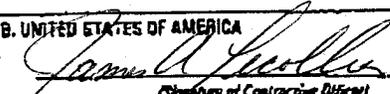
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

IDR NSN: 8970-01-375-0516

1. All terms and conditions of the subject contract remain the same except for the following:

(Continued on Page 2)

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) LONNIE THOMPSON, PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES A. LECOLLIER	
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 12-13-03	16B. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 12/16/03

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**SOPAKCO Packaging**

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a. The parties agree to the following no-cost settlement agreement as follows:

(7) The terminated portion of the contract is as follows:

Item Description – Humanitarian Daily Ration (HDR)

NSN: 8970-01-375-0516

Item 0002 – 10,000 BX Unit Price \$38.50

Total Dollar Value - \$385,000.00

(8) The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carryout any further undertakings under the terminated portion of the contract. The Government acknowledges that the contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this paragraph affects any other covenants, terms or conditions of the contract. This modification contains the complete agreement of the parties. There are no collateral agreements, reservations or understandings other than expressly set forth herein. It is further agreed that no subsequent modifications of this agreement shall be binding unless reduced to writing and signed by both parties.