
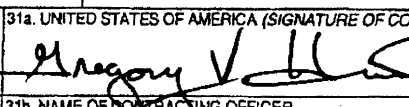


**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER MRPR 4M25400204		PAGE 1 OF 18	
2. CONTRACT NO. FA4428-04-D-0036		3. AWARD/EFFECTIVE DATE 20/Sep/2004	
4. ORDER NUMBER		5. SOLICITATION NUMBER FA4428-2004-R-0007	
6. SOLICITATION ISSU. DATE 15/Jun/2004		7. OFFER DUE DATE/ LOCAL TIME	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Greg V. Hunt	
9. ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> B(A) SIC: 481211 SIZE STANDARD: 1500	
11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE As Specified on Individual Orders	
16. ADMINISTERED BY CODE HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		17a. CONTRACTOR/ OFFEROR CODE 1WVA5 FACILITY CODE PRESIDENTIAL AIRWAYS, INC. 1425 GENERAL AVIATION DRIVE MELBOURNE, FL 32935	
18a. PAYMENT WILL BE MADE BY CODE See Attached Continuation of the SF 1449		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/SERVICES SEE CONTINUATION OF SF1449 <small>(Attach Additional Sheets as Necessary)</small>		21. QUANTITY	
22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders	
26. TOTAL AWARD AMOUNT (For Govt. Use Only) Est: \$34,832,969.51		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 29. AWARD OF CONTRACT: REFERENCE OFF	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER Timothy L. Childrey Vice Pres.		30c. DATE SIGNED 9/17/04	
31b. NAME OF CONTRACTING OFFICER GRG V. HUNT greg.hunt@scott.af.mil		31c. DATE SIGNED 20 Sep 04	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT SIGNATURE AND TITLE OF CERTIFYING OFFICER	
41c. DATE		42a. RECEIVED BY (Print)	
42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.211

08-04

**CONTINUATION OF THE SF 1449
(BLOCKS 18, 20, AND 25)**

1. BLOCK 18b—ADDRESS TO SUBMIT INVOICES

All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page 14) and Routing Sheet, Attachment 2. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.

2. BLOCK 20—SCHEDULE OF SERVICES

(a). The period of performance for the base year period shall begin 20 Sep 04 and proceed through 31 Aug 05 unless otherwise specified. For option year one, the period of performance shall begin 01 Sep 05 and proceed through 31 Aug 06. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

(b). Ordering: All services furnished under this contract shall be ordered through the issuance of a written task order for the estimated flying hours. The Contracting Officer is the only one authorized to issue task orders against this contract. The Air Mobility Division (AMD), Al-Udeid, Qatar will designate Quality Assurance Personnel at Bagram that shall be responsible for scheduling daily missions with the contractor and providing documentation to validate contractor services.

3. BLOCK 25—ACCOUNTING AND APPROPRIATION DATA

(a). The fund citation for this contract is as follows:

AA 2122020 0000 76-2084 P135197.00 2540 8334AVMIPR4M25400204 34AV83 S09076

(b). MIPR4M25400204

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Base Year Performance Period (20 Sep 04 - 31 Aug 05)				
0001	Mobilization and Demobilization Costs. The contractor shall specify their costs to mobilize and demobilize all aircraft, personnel, equipment, and spares into Bagram Air Base (AB), Afghanistan.	1	LO	\$385,183.00	\$385,183.00
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AA	Monthly Service FY04 Funds (20 Sep 04-31 Oct 04)	41	DA	\$28,063.01	\$1,150,583.41
0002AB	Monthly Service FY05 Funds (1 Nov 04-31 Aug 05)	10	MO	\$841,890.39	\$8,418,903.90
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0004AA and SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
J3AA	Pressurized Aircraft Flying Hours FY04 Funds (20 Sep 04-31 Oct 04)	Est. 732	Hours	\$645.15	\$472,249.80
0003AB	Unpressurized Aircraft Flying Hours FY04 Funds (20 Sep 04-31 Oct 04)	Est. 732	Hours	\$645.15	\$472,249.80
0003AC	Pressurized Aircraft Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 3648	Hours	\$645.15	\$2,353,507.20
0003AD	Unpressurized Aircraft Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 3648	Hours	\$645.15	\$2,353,507.20
0004	Reimbursable Expenses (Estimated) FY04 Funds 20 Sep 04-31 Oct 04	250,000	\$	\$1.00	\$250,000.00
0004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
0005	Reimbursable Expenses FY05 Funds (Estimated) 1 Nov 04-31Aug 05	1,250,000	\$	\$1.00	\$1,250,000.00
0005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_CASA 212_____	Aircraft Block Speed/Hour__165 kts_____
Fuel Burn Rate/Hour_650 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_900 nm_____	Aircraft Total Payload_5,700 lbs_____
Type of Aircraft_Metro III HG_____	Aircraft Block Speed/Hour__235 kts_____
Fuel Burn Rate/Hour_600 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_2,000 nm_____	Aircraft Total Payload_5,000 lbs_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contract Option Year One Performance Period (01 Sep 05 - 31 Aug 06)					
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AA	Monthly Service FY05 Funds (1 Sep 05-31 Oct 05)	2	MO	\$867,147.10	\$1,734,294.20
1001AB	Monthly Service FY06 Funds (1 Nov 05-31 Aug 06)	10	MO	\$867,147.10	\$8,671,471.00
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA and SLIN 1004AA below.				
Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1002AA	Pressurized Aircraft Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 732	Hours	\$664.50	\$486,414.00
1002AB	Unpressurized Aircraft Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 732	Hours	\$664.50	\$486,414.00
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 3648	Hours	\$664.50	\$2,424,096.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 3648	Hours	\$664.50	\$2,424,096.00
1003	Reimbursable Expenses (Estimated) FY05 Funds 1 Sep 05- 31 Oct 05	250,000	\$	\$1.00	\$250,000.00
1003AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1003AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1003AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Reimbursable Expenses FY06 Funds (Estimated) 1 Nov 05-31Aug 06	1,250,000	\$	\$1.00	\$1,250,000.00

1004AA Fuel

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1004AB Food And Lodging For Contractor Personnel

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1004AC Airport Fees

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_CASA 212_____	Aircraft Block Speed/Hour___165 kts_____
Fuel Burn Rate/Hour_650 lbs/hr_____	Aircraft Available Seats___7 or 19 depending on configuration___
Aircraft Range_900 nm_____	Aircraft Total Payload_5,700 lbs_____
Type of Aircraft_Metro III HG_____	Aircraft Block Speed/Hour___235 kts_____
Fuel Burn Rate/Hour_600 lbs/hr_____	Aircraft Available Seats___7 or 19 depending on configuration___
Aircraft Range_2,000 nm_____	Aircraft Total Payload_5,000 lbs_____

Note: All pricing above is based on (2) CASA 212s and (1) Metro III HG

**1. FAR 52.212-4
(ADDENDUM)**

**CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))**

OCT 2003

(a). Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

(b) Paragraph (g) entitled "Invoice," subparagraph (1)(iv) entitled "Description" is tailored to read: (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (Note: For certain CLINS, as specified, in the contract, the contractor shall round invoiced amounts to the nearest whole dollar amount.).

2. FAR 52.212-5

**CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(4))**

JUN 2004

(a). The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b). The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate 1 (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003)(15 U.S.C.644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644)

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

- ___(iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___(ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___(13) 52.219-27 Notice of Total Service-Disabled Veteran Owned-Small Business Set-Aside (May 2004)
- ___(14) 52.222-3, Convict Labor (June 2003)(E.O.11755)
- ___(15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jun 2004)(E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
___(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act -Free Trade Agreement - Israeli Trade Act - (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L 108-77, 108-78).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (Jun 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003)(E.o.s. proclamation, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___(28) 52.232-29, Term for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ___ (29) 52.232-30, Installation Payments for Commercial Items (Oct 1995)(41 U.S.C. 2307(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (May 1989)(41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



1. FAR 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 address: <http://farsite.hill.af.mil>

2. FAR 52.204-2 SECURITY REQUIREMENTS AUG 1996

3. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON ON RECYCLED PAPER (IAW FAR 4.303) AUG 2000

4. FAR 52.216-18 ORDERING (IAW FAR 16.506(a)) OCT 1995

For the purposes of this contract, all services furnished under this contract shall be ordered through the issuance of a written task order. For the purposes of this clause, blank (a) is completed as follows:

(a). Such orders may be issued from 20 Sep 04 through 31 Aug 05 for the base year and 01 Sep 05 through 31 Aug 06 for the option year.

5. FAR 52.216-19 ORDER LIMITATIONS (IAW FAR 16.506(b)) OCT 1995

For the purposes of this clause the blanks are completed as follows:

- (a). less than 1 Flying Hour
- (b)(1). in excess of 8 Flying Hours Per Day Per Aircraft
- (b)(2). in excess of 9000 Flying Hours Per Year
- (b)(3). within 30 days
- (d). within 1 day

6. FAR 52.216-21 REQUIREMENTS (IAW FAR 16.506(d)) OCT 1995

For the purposes of this clause, blank (f) is completed as follows:

(f). Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the contract.

7. FAR 52.217-8 OPTION TO EXTEND SERVICES (IAW FAR 17.208(f)) NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract.

8. FAR 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT MAR 2000
(IAW FAR 17.208(g))

For the purposes of this clause, the blanks are completed as follows:

- (a). within 30 days, 60 days
 (c). shall not exceed 30 months

9. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND JAN 1997
MATERIAL SAFETY DATA
(IAW FAR 23.303)

10. FAR 52.228-3 WORKERS' COMPENSATION INSURANCE APR 1984
(DEFENSE BASE ACT)
(IAW FAR 28.309(a))

11. FAR 52.232-18 AVAILABILITY OF FUNDS APR 1984
(IAW FAR 32.705-1(a))

12. FAR 52.232-19 AVAILABILITY OF FUNDS FOR APR 1984
THE NEXT FISCAL YEAR
(IAW FAR 32.705-1(b))

Funds are not presently available for performance under this contract beyond 31 Oct 04. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 Oct 04 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

13. FAR 52.233-3 PROTEST AFTER AWARD AUG 1996
(IAW FAR 22.106(b))

14. FAR 52.242-15 STOP-WORK ORDER AUG 1989
(IAW FAR 42.1305(b))

15. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT MAR 1998
ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY
(IAW DFARS 209.409)

16. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS JUN 2004
REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO
DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS.
(IAW DFARS 212.301(f)(iii))

(a). The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b). The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10

U.S.C. 2321).

- ☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (☐ Alternate III) (MAY 2002) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c). In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

**17. DFARS 252.225.7043 ANTITERRORISM/FORCE PROTECTION POLICY JUN 1998
FOR DEFENSE CONTRACTORS OUTSIDE THE
UNITED STATES (IAW DFARS 225.7402)**

For the purposes of this clause, the blank(s) are completed as follows:

(c). HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.

- 18. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) JUN 1997
(IAW DFARS 233.215-70)**
- 19. DFARS 252.243-7001 PRICING OF CONTRACTOR MODIFICATIONS DEC 1991
(IAW DFARS 243.205-70)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, if effect on the date of this contract, apply.

- 20. AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE APR 2003
DEPLETING SUBSTANCES
(IAW AFFARS 5323.804)**

(c). The requiring activity has obtained Senior Acquisition Official (SAO) approval to permit the contractor to use the following Class I ODS(s): None

- | | | |
|--|--|----------|
| 21. AFFARS 5352.223-9001 | HEALTH AND SAFETY ON GOVERNMENT
INSTALLATIONS
(IAW AFFARS 5323.9001) | JUN 1997 |
| 22. AFFARS 5352.223-9002 | REQUIREMENTS AFFECTING
CONTRACTOR PERSONNEL PERFORMING
MISSION ESSENTIAL SERVICES
(IAW AFFARS 5323.9201) | APR 2003 |
| <p>(b). Within <u>30 calendar days</u> after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.</p> | | |
| 23. AMCFARS 5352.247-1000 (AMC) | AIR SAFETY
(IAW AMCFARS 5347.4-100(a)) | DEC 2002 |
| 24. AMCFARS 5352.247-1001 (AMC) | REQUIREMENT FOR AUTHORIZATION
TO ENGAGE IN AIR TRANSPORTATION -
ALTERNATE I (DEC 2002)
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(d)) | DEC 2002 |
| 25. AMCFARS 5352.247-1002 (AMC) | CONTRACTOR'S FAILURE
TO PROVIDE SERVICE -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(g)) | OCT 1994 |
| 26. AFFARS 5352.204-9000 | NOTIFICATION OF GOVERNMENT
SECURITY ACTIVITY AND VISITOR
GROUP SECURITY AGREEMENTS | APR 2003 |

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

27. AFFARS 5352.242.9000**CONTRACTOR ACCESS TO
AIR FORCE INSTALLATIONS****JUN 2002**

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

28. PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within

the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

29. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

STATEMENT OF WORK (SOW)

SHORT TAKE-OFF AND LANDING (STOL) SERVICES

24 August 2004

HEADQUARTERS AIR MOBILITY COMMAND

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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

- 1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.
- 1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. All missions will originate and end in Bagram Air Base (AB), Afghanistan.
- 1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.
- 1.1.4. The Government anticipates contracting for up to a maximum of 2190 flight hours per quarter.
- 1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the QAP and contractor.
- 1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

- 1.2.1. The contractor shall provide unpressurized and pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.
- 1.2.2. The unpressurized aircraft must carry a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.
 - 1.2.2.1. The unpressurized aircraft shall have a passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.
- 1.2.3. The pressurized aircraft must carry a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

- 1.2.4. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.
- 1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.
- 1.2.6. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).
- 1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Initially, interim clearances and copies of submitted contract personnel security clearance applications are acceptable. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1 as set forth in Appendix 4, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

1.4. Aircraft Maintenance. Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Passenger Service.

1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

- 1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 8'x 3'x 3' with gross weight of 300 lbs each.
- 1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.
- 1.6.3. All cargo will be floor loaded -- no pallets.
- 1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

- 1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.
- 1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.
- 1.8.3. Comply with FAA guidelines including cargo nets and placement of passengers.
- 1.8.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Air Mobility Division, Al-Udeid, Qatar, departure and arrival notification at all locations where communication is possible. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% of Missions Completed Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Appendix 1, Para 2.0	100% Accurate, Complete, and On time.

3. Government Furnished Property and Services

3.1. Services

- 3.1.1. Material Safety Data Sheets (MSDS).
- 3.1.2. Mission Schedule.
- 3.1.3. Passenger Manifest Listing.
- 3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions
- 3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.
- 3.1.6. Other services/property as approved by the installation commander.

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

- 3.2.1. JP-8 Fuel is available at Bagram.
- 3.2.2. Ramp Space.
- 3.2.3. Start carts and APUs.
- 3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.
- 3.2.5. Billeting: Wooden shelters with beds (B-huts).
- 3.2.6. Meals: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day.
- 3.2.7. Office space, connections to DSN telephone and unclassified internet.
- 3.2.8. Force Protection.
- 3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.
- 3.2.10. (2 each) Satellite Cellular Phones with Secure Sleeves. Note: The contractor is responsible to reimburse the Government for all airtime usage charges for the assigned phones that are not in direct support of this contract.

4. General Information

4.1. Project Management

- 4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

- 4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

- 4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

- 4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

- 4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

- 4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

- 4.2.6. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If

the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

- 4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.
- 4.2.8. **Authentication Materials:** Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.
- 4.2.9. **Aircraft Physical Security:** Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.
- 4.2.9.1. **Aircraft Security:** The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.
- 4.2.9.2. **Aircraft Identification:** Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

- 4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a

CENTCOM/CENTAF force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports and Geneva Convention Cards:

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards For Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel. Contractor personnel will be required to contact Mr. Steve Jarrett, CENTCOM, MacDill AFB, FL to coordinate processing for issuance of Geneva Convention Identity Cards prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Air Mobility Division, Al-Udeid, Qatar.

4.7. Aircrew Duty Day Requirements

4.7.1. **Scheduling Limits:** Crew duty will be limited to 14 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.

4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.

4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.

4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. Flying In Controlled Airspace

4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. Fire Containment Covers

4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

4.11. Authority To Leave Unsafe Aircraft: According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

4.12.1. **Flight Hour Workload:** The Government's estimate is for 2,190 flight hours per quarter or 8,760 flight hours per year.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Past Performance Questionnaire		3
Attachment 1. Statement of Work		11
<i>Statement of Work Appendices</i>		
Appendix 1 Required Reports		2
Appendix 2 DD Form 254		2
Appendix 3 Airfield Information		14
Appendix 4 CJTF-76 General Order Number 1		3
Attachment 2 Routing Sheet, WAWF-RA		1

APPENDIX 1 REQUIRED REPORTS

1.0. **General:** The following reports are required in the performance of this SOW.

2.0 The contractor shall provide the Air Mobility Division (AMD), Al-Udied, Qatar, a weekly report reflecting flight segments/hours flown. Weekly reports are due the Tuesday following the end of the reporting week. The contractor shall also provide a quarterly report for cumulative hours flown for the quarter. Quarterly reports are due two weeks after the end of the quarter. The first quarter will end 30 Nov 04. All reports must be submitted electronically in a format mutually agreed to between AMD and the contractor.

3.0. **Notice Of Accidents -- DOD Missions:** When a contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available, to the TACC Emergency Action Cell at Scott AFB, Illinois, telephone (618) 229-0360. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-2804, or by e-mail.

- (1) Contractor and trip number.
- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of crewmembers and passengers on board.
- (7) Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or Government-owned material, if any, on board.

4.0. **Notice Of Accidents -- All Carrier Operations:** When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A34B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A34B only when they occur on a DOD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

5.0. **Aircraft Medical Incidents:** Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the pilot in command, to the first available QAP or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

6.0. **DOD Casualties:** In cases where a death occurs on a contractor's aircraft, the following information shall be furnished to the Air Mobility Division, Al-Udied, Qatar: Name, Social Security Account Number (SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG.

7.0. Hazard Reporting: The contractor shall report any condition involving cargo that constitutes a hazard to operations, the contractor, and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances. Report this information to the Administrative Contracting Officer, HQ AMC/A34YMB.

8.0. Spotlighting and Hostile Event Reports: In the event a contractor operating an AMC mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. Following the event, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify AMC immediately of any information relating a threat to AMC or AMC-contracted commercial aircraft, or of any attempts to elicit information from the crew on their mission or cargo. When reporting the incident to AMC, the crew will contact, via either email or phone, the Tanker Airlift Control Center (TACC) at 618-229-0399 or tacc-xoz@scott.af.mil and HQ AMC/A23 at 618-229-4781 or amc.a23.all@amc.af.mil. The contractor shall also report any incidents to HQ AMC/A34YMB during the next business day.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>																																																																																																																	
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4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																																																					
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DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

STATEMENT OF WORK
APPENDIX 2

Reset

12. **PUBLIC RELEASE.** Any information ~~classified or unclassified~~ pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

HQ AMC/PA
503 Ward Street, Suite 214
Scott AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL STEVEN M. JARRETT	b. TITLE Logistics Management Specialist	c. TELEPHONE (Include Area Code) (813) 827-6433/4690
---	---	---

d. ADDRESS (Include Zip Code)
USCENTCOM/CCJ4-PL
7115 South Boundary Blvd., Building 540, Rm 244J
MacDill AFB, FL 33621-5101

17. **REQUIRED DISTRIBUTION**

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTROLS |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

(b)(6)

16 Aug 04

(b)(6)

DD FORM 254 (BA2K), DEC 1999

AMC/SFI 13 Aug 04

**APPENDIX 3
AIRFIELD INFORMATION**

1.0. ICAOs

OA1X: Bagram, Afghanistan
OAKB: Kabul, Afghanistan
OAGN: Ghanzi, Afghanistan
OAGZ: Gardez, Afghanistan
OAKS: Khost, Afghanistan
OAJL: Jalabad, Afghanistan
OAMS: Mazar-e-Sharif, Afghanistan
OASG: Shebergan, Afghanistan
OAHR: Herat, Afghanistan
OAKN: Kandahar, Afghanistan
OAKT: Qalat (Kalat), Afghanistan
OAUZ: Konduz, Afghanistan
ABAD: Asadabad, Afghanistan

UTSK: Karshi Khanabad, Uzbekistan

OPJA: Jacobabad, Pakistan

2.0. Airfield Data

1. Kabul (OAKB)

- Concrete, PCN 88
- Rwy 11/29
- 11,483' x 148'
- No procedures available; Coalition TACAN for daytime use only
-

2. Bagram (OAIX)

- Concrete, PCN 44
- Rwy 03/21
- 9852' x 180'
- Hi TACAN Rwy 03; PAR and ASR
-

3. Asadabad – Heliport

4. Jalalabad

- Asphalt, bumpy 4" thick asphalt in poor condition
- Rwy 13/31
- 4489' x 60'
-

5. Khowst (Salerno LZ)

SOLICITATION: FA4428-04-R-0007-0001

CONTRACT: FA4428-04-D-0036

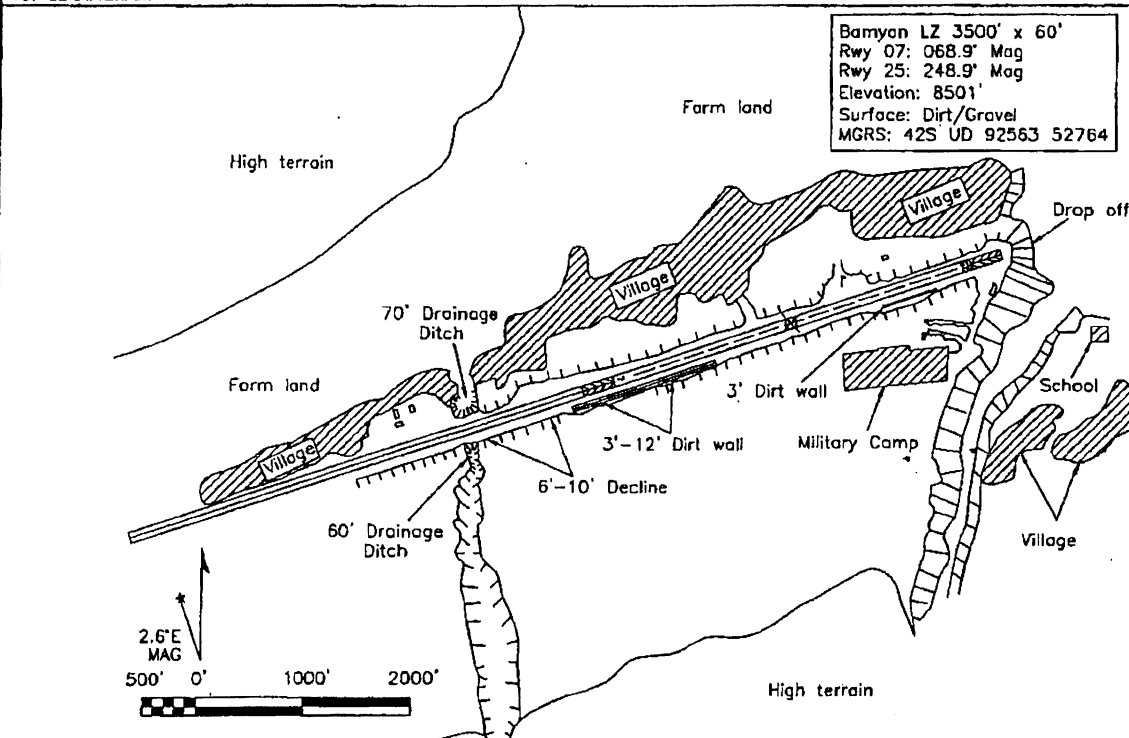
- Packed Dirt/Clay, Surf-10" CBR 29, 11-22" CBR 9.6, 23-28" CBR 4.8, Crit CBR 9.6
 - Rwy 09/27
 - 4000' x 120'
 -
6. Gardez – No info
7. Gazni – Heliport
8. Herat
- Concrete/Asphalt
 - Rwy 01/19
 - 7400' x 120'
 -
9. Qalat – No info
10. Kandahar (OAKN)
- Asphalt, PCN 53
 - Rwy 05/23
 - 10500' x 148'
 - ASR, PAR, NDB and TACAN approaches available
 -
11. Deh Rawood – No info
12. Terin Kowt
- Dirt/Gravel, 4" Surf CBR 18, 7" base CBR 47, Subbase CBR 100 Controlling CBR 18
 - Rwy 12/30
 - 4065' x 150'
 -
13. Bamian
- Gravel, LCN 7
 - 8515' x 75'
 -
14. Mazar-e-Sharif
- Concrete/Asphalt
 - Rwy 24/06
 - 7045' x 150'
 -
15. Konduz:
- Asphalt, PCN 37
 - Rwy 29/11
 - 5850' x 64'

LANDING ZONE SURVEY	1A. LZ NAME Bamyan Airfield	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Bamyan
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/2586/3-DMA/1986/1:100,000			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040101	TYPED NAME AND GRADE OF SURVEYOR (b)(6) MSgt	PHONE NUMBER (DSN) (b)(6)	UNIT 21 STS Pope AFB, NC	
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER	PHONE NUMBER (DSN)	SIGNATURE	
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY	PHONE NUMBER (DSN)	SIGNATURE	
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 3500'	WIDTH 60'	APPROACH END OVERRUN LENGTH 300'	DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'	RIGHT SHOULDER 10'	
7. LZ AXIS DATA				
A. MAGNETIC 068.9°	B. GRID (UTM) 072.1°	C. TRUE 071.5°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 8489'	B. DEPARTURE END 8494'	C. HIGHEST 8501'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 42 S	D. EASTING 03	E. NORTHING 38
F. LZ CENTER-POINT	MGRS COORDINATES UD 92563 52764	WGS84 LATITUDE (D-M.MM) N 34° 48.688'	WGS84 LONGITUDE (D-M.MM) E 067° 49.521'	
G. APPROACH END	MGRS COORDINATES UD 92055 52601	WGS84 LATITUDE (D-M.MM) N 34° 48.596'	WGS84 LONGITUDE (D-M.MM) E 067° 49.189'	
H. DEPARTURE END	MGRS COORDINATES UD 93070 52928	WGS84 LATITUDE (D-M.MM) N 34° 48.780'	WGS84 LONGITUDE (D-M.MM) E 067° 49.852'	
10. LZ SURFACE DATA				
A. SURFACE Gravel/Packed Dirt	B. SOIL STRENGTH PROFILE 8" Surface: 100 CBR, DCP could not penetrate below this depth.			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO RWY 07 19:1 / RWY 25 14:1		B. LONGITUDINAL RUNWAY GRADIENT 0.3264 %		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA -2.080 %	B. LEFT GRADED AREA -1.6670 %	C. LEFT SHOULDER 1.9267 %	D. LEFT HALF RUNWAY -0.8865 %	
E. RIGHT TRANSITION AREA 2.1243 %	F. RIGHT GRADED AREA 0.2375 %	G. RIGHT SHOULDER 0.1822 %	H. RIGHT HALF RUNWAY 0.3946 %	
I. PENETRATIONS Rwy 07: None Rwy 25: None				

LZ NAME

Bamyan Airfield

13. LZ DIAGRAM



14. REMARKS

1. User accepts responsibility for injury/damage to personnel, property and equipment.
2. Coordinates, elevation and declination obtained by GPS (PSN-11), margin of error +/- 30'.
3. CTAF 329.600 UHF, 158.000 VHF.
4. NIMA Air Facility Report shows runway length and width at 8515'x 75'. The width is not well defined and varies between 128' and 158'. The surveyed LZ is located in the center 60'.
5. Right side of Rwy 7 has two vertical embankments ranging from 3' to 12' tall, 105' off centerline.
6. Right side of Rwy 7, 85' off centerline is a 6' convex decline, running parallel to the rwy.
7. Left side of Rwy 7 has numerous dirt buildings encroaching on the airfield; all are outside of the transitional area.
8. Drainage ditch, 60'-70' deep, runs under the airfield 1450' prior to Rwy 7 threshold.
9. Airfield is located within a valley with high terrain on all sides. If approaching Rwy 25 from the East, the nearest obstacle is a hill, 2677' prior and 1125' right of threshold, outside of the Approach Zone. Rwy 7 provides a longer final approach with a slightly greater glide slope.
10. The DCP was unable to penetrate below 8", possibly due to the frozen ground or large concentration of rocks.
11. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE

☒ YES ☐ NO

LOW LEVEL ROUTES

☐ NONE AVAILABLE
☐ ROUTE NAME/DESIGNATOR

AF FORM 3822, 20020903 (EF-V1) (REVERSE)

CONTRACT: FA4428-04-D-0036
SOLICITATION NO: F4428-04-R-0007-0002

LANDING ZONE SURVEY	1A. LZ NAME Gardez LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Province: Paktia
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP NI4211/Edition 4/8 Feb 1999/JOG			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040106	TYPED NAME AND GRADE OF SURVEYOR (b)(6) SSGT		PHONE NUMBER (DSN) (b)(6)	UNIT 21 STS, Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 5438'	WIDTH 90'	APPROACH END OVERRUN LENGTH 300'		DEPARTURE END OVERRUN LENGTH 300'
LEFT CLEAR ZONE See remarks 3.c	LEFT SHOULDER See remarks 3.c	RIGHT CLEAR ZONE See remarks 3.c		RIGHT SHOULDER See remarks 3.c
7. LZ AXIS DATA				
A. MAGNETIC 205.4°	B. GRID (UTM) 207.4°	C. TRUE 207.5°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 7846'	B. DEPARTURE END 7846'	C. HIGHEST 7846'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 42S	D. EASTING 05	E. NORTHING 37
F. LZ CENTER-POINT	MGRS COORDINATES WC 22119 21123	WGS84 LATITUDE (D-M.MM) N 33° 37.781'	WGS84 LONGITUDE (D-M.MM) E 069° 14.309'	
G. APPROACH END	MGRS COORDINATES WC 22500 21858	WGS84 LATITUDE (D-M.MM) N 33° 38.178'	WGS84 LONGITUDE (D-M.MM) E 069° 14.557'	
H. DEPARTURE END	MGRS COORDINATES WC 21740 20392	WGS84 LATITUDE (D-M.MM) N 33° 37.386'	WGS84 LONGITUDE (D-M.MM) E 069° 14.063'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE 4" Surface: 41 CBR, 8" Base: 100 CBR, 15" Sub-base: 78 CBR. See remarks 3.e			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO Rwy 21 36:1 / Rwy 03 45:1		B. LONGITUDINAL RUNWAY GRADIENT 0.1%		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA Not Available	B. LEFT GRADED AREA Not Available	C. LEFT SHOULDER Not Available	D. LEFT HALF RUNWAY Not Available	
E. RIGHT TRANSITION AREA Not Available	F. RIGHT GRADED AREA Not Available	G. RIGHT SHOULDER Not Available	H. RIGHT HALF RUNWAY Not Available	
I. PENETRATIONS All longitudinal and transverse gradient data was collected by another surveyor on 20011205. See remarks section 3.d				

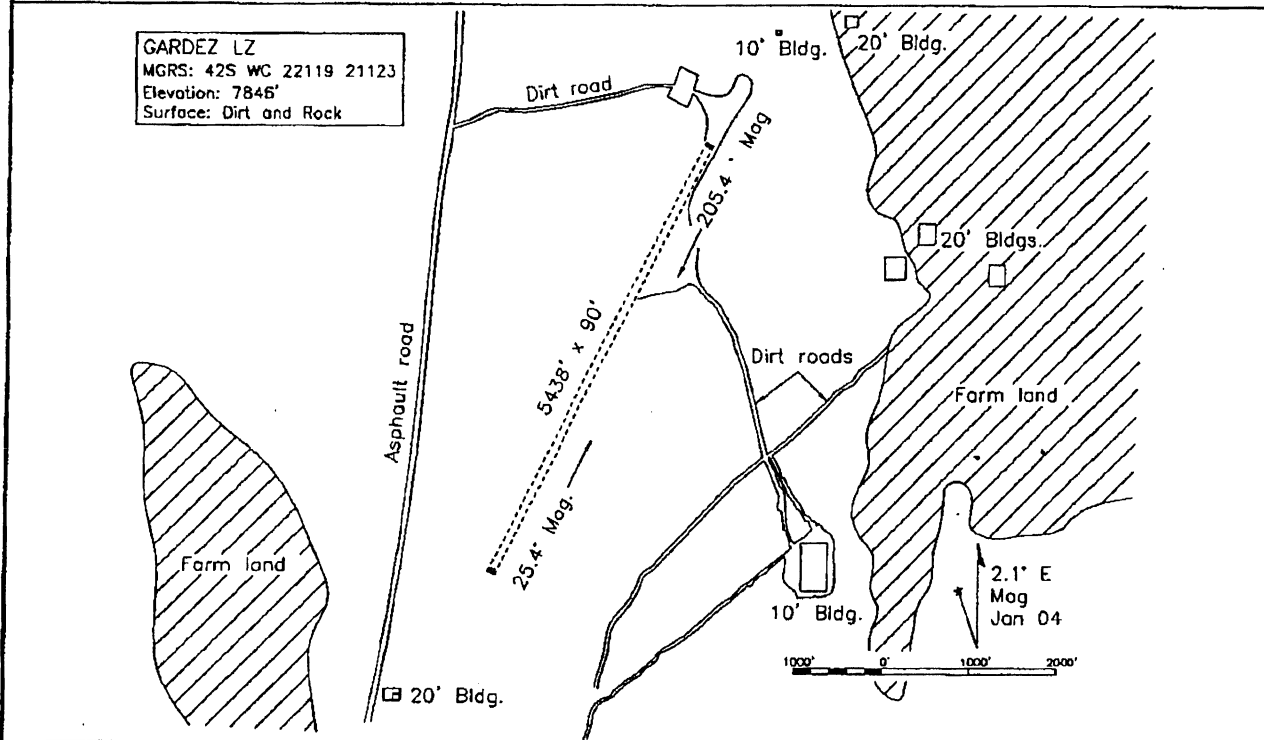
AF FORM 3822, 20021001 (EF-V1)

PREVIOUS EDITIONS ARE OBSOLETE.

LZ NAME

Gardez LZ

13. LZ DIAGRAM



14. REMARKS

1. LZ is located approximately 1/2 mile north of Gardez.
2. The surface of the LZ is dirt with 1"-3" rocks in it.
3. Obstructions/hazards to flight in/around the LZ at the time of the survey include:
 - a) 4 demilitarized artillery pieces spread across the departure end threshold. There are also several dozen in-operable tanks, armored personnel carriers, and artillery pieces on the NW side of the runway at the departure end threshold.
 - b) 10 x 1' dirt piles cross RWY approximately 4450' from RWY 21.
 - c) 2.5' concrete markers line both sides of RWY every 300' - 500'. Penetrating the graded area obstacle criteria. Ref: ETL 98-5, table 2, Number 6 remarks.
 - d) Previous surveyor reported the following shoulder and graded area transverse gradient data.
Left graded area: 1.5% left shoulder: 1.5% runway: 0 right shoulder: -1% left graded area: -1%.
 - e) Time constraints allowed just one DCP, conducted on/near the departure end threshold. The RWY appeared to have the same soil composition along entire length.
4. Recommend approval for air land operations only after all military equipment is moved to no less than 160' from RWY centerline.
5. Recommend RWY 21 arrival/RWY 03 departure to avoid over flying the town of Gardez.
6. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin for error +/- 40'.
7. User accepts responsibility for injury/damage to personnel, property, and equipment.
8. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE

☒ YES ☐ NO

LOW LEVEL ROUTES

☐ NONE AVAILABLE
☐ ROUTE NAME/DESIGNATOR

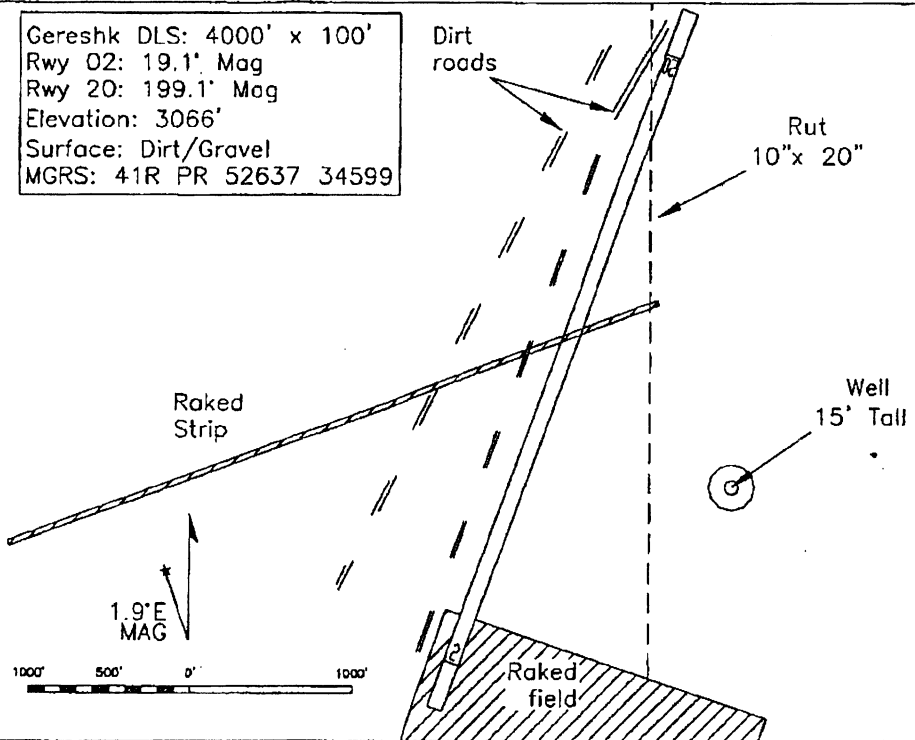
AF FORM 3822, 20020903 (EF-V1) (REVERSE)

CONTRACT: FA4428-04-D-0036
SOLICITATION NO: FA4428-04-R-0007-0002

LANDING ZONE SURVEY	1A. LZ NAME Gereshk DLS	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Province: Helmand
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/1980/3-Nima/1969			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040111	TYPED NAME AND GRADE OF SURVEYOR (b)(6) SRA		PHONE NUMBER (DSN) (b)(6)	UNIT 21 STS Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 4000'	WIDTH 100'	APPROACH END OVERRUN LENGTH 300'	DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'	RIGHT SHOULDER 10'	
7. LZ AXIS DATA				
A. MAGNETIC 199.1°	B. GRID (UTM) 200.1°	C. TRUE 201.0°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 3041'	B. DEPARTURE END 3036'	C. HIGHEST 3066'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41R	D. EASTING 06	E. NORTHING 35
F. LZ CENTER-POINT	MGRS COORDINATES PR 52637 34599	WGS84 LATITUDE (D-M.MM) N 31° 56.225'	WGS84 LONGITUDE (D-M.MM) E 064° 36.886'	
G. APPROACH END	MGRS COORDINATES PR 52847 35173	WGS84 LATITUDE (D-M.MM) N 31° 56.533'	WGS84 LONGITUDE (D-M.MM) E 064° 37.025'	
H. DEPARTURE END	MGRS COORDINATES PR 52427 34025	WGS84 LATITUDE (D-M.MM) N 31° 31.915'	WGS84 LONGITUDE (D-M.MM) E 064° 36.747'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE CBR:15, method used ACP and drill, depth of readings are from surface, 6", 12", and 18"			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO 50:1'	B. LONGITUDINAL RUNWAY GRADIENT .125%			
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA 0%	B. LEFT GRADED AREA 0%	C. LEFT SHOULDER 0%	D. LEFT HALF RUNWAY 0%	
E. RIGHT TRANSITION AREA 0%	F. RIGHT GRADED AREA 0%	G. RIGHT SHOULDER 0%	H. RIGHT HALF RUNWAY 0%	
I. PENETRATIONS None Noted.				

AF FORM 3822, 20021001 (EF-V1)

PREVIOUS EDITIONS ARE OBSOLETE.

LZ NAME	
Gereshk DLS	
13. LZ DIAGRAM	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Gereshk DLS: 4000' x 100' Rwy 02: 19.1' Mag Rwy 20: 199.1' Mag Elevation: 3066' Surface: Dirt/Gravel MGRS: 41R PR 52637 34599 </div> 	<p>Dirt roads</p> <p>Rut 10"x 20"</p> <p>Well 15' Tall</p> <p>Raked Strip</p> <p>1.9° E MAG</p> <p>Raked field</p>
14. REMARKS <ol style="list-style-type: none"> 1. User accepts responsibility for damage/injury to personnel, property, and/or equipment 2. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin of error +/-40'. 3. Not within Transverse gradient tolerances (refer to ETL 98-5 Figure 4). 4. Obstructions/hazards to flight in/around the LZ at time of survey include: <ol style="list-style-type: none"> a) Potential for BROWN OUT conditions exists. b) RWY has potential to become muddy during inclement weather and may effect breaking action. c) LZ located on and near major LOC crossing in the desert. Vehicles observed in the area. Recommend security positions around LZ for safety of flight. d) Several 2" ruts in raked areas throughout the DLS. 5. DCP penetrated a depth of 6" then hitting an impenetrable layer at depths of 7"-8", all readings were 15 CBR. 6. Not a defined runway, due to its location in flat, desert terrain. 7. Nomadic agriculture surrounds DLS. 8. LZ should be checked before use. 9. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil 	
15. PHOTOGRAPHY AVAILABLE <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </div> <div style="width: 50%;"> LOW LEVEL ROUTES <input checked="" type="checkbox"/> NONE AVAILABLE <input type="checkbox"/> ROUTE NAME/DESIGNATOR </div> </div>	

AF FORM 3822, 20020903 (EF-V1) (REVERSE)

STOL LANDING ZONE SURVEY		1A. LZ NAME GHAZNI STOL LZ		1B. INDEX NUMBER	
		2. LOCATION Ghazni, AFG			
3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP JOG N14210 1-EDITION 1983					
4. SURVEY APPROVAL/DISAPPROVAL DATE					
4A. DATE SURVEYED 20040106		TYPE NAME AND GRADE OF SURVEYOR (b)(6) 2L1		PHONE NUMBER (b)(6)	
4B. DATE REVIEWED		TYPE NAME AND GRADE OF REVIEWER		PHONE NUMBER	
		UNIT AND LOCATION		SIGNATURE	
4C. DATE APPROVED		TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER	
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>		UNIT AND LOCATION		SIGNATURE	
5. COORDINATING ACTIVITIES					
LZ CONTROLLING AGENCY/OWNER CJTF-180 (Afghanistan)				PHONE NUMBER	
RANGE CONTROL FREQ (S) N/A				PHONE NUMBER	
6. PARAMETERS OF EXISTING RUNWAY AND SURFACE INFORMATION					
A. LENGTH 1176'	B. WIDTH 30'	C. SURFACE Steel decking	D. CBR Unknown	E. DETERMINATION METHOD N/A	F. DEPTH OF READING N/A
G. RWY 15	LAT (D-M.MMM)(WGS-84) 33° 31.809' N		LONG (D-M.MMM)(WGS-84) 068° 24.874' E		MGRS (MAP DATUM) (10 DIGIT) 42S VC 45640 10214
H. RWY 33	LAT (D-M.MMM)(WGS-84) 33° 31.980' N		LONG (D-M.MMM)(WGS-84) 068° 24.766' E		MGRS (MAP DATUM) (10 DIGIT) 42S VC 45475 10532
7. LZ AXIS DATA					
RWY 15	MAGNETIC 115°	TRUE 152.2°	GRID 152.5°	DATE OF VARIATION 20040106	
RWY 33	MAGNETIC 330°	TRUE 332.2°	GRID 332.5°	DATE OF VARIATION 20040106	
8. LENGTH OF DISPLACED THRESHOLD/FEET REMAINING/GLIDE SLOPE RATIO					
RWY RWY 15/None/1176'/35:1			RWY RWY 33/None/1176'/32:1		
9. LZ COORDINATES					
A. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. DATUM(MAP) WGS-84	C. GRID ZONE (MAP) 42S	D. EASTING 04	E. NORTHING 37	
F. DISPLACED THRESHOLD RWY 15	LAT (D-M.MMM)(WGS-84) N/A	LONG (D-M.MMM)(WGS-84) N/A	MGRS (MAP DATUM) (10 DIGIT) N/A		
G. ELEVATION 7190'	TRANSVERSE GRADIENT 0%		LONGITUDINAL GRADIENT -0.60°		
H. DISPLACED THRESHOLD RWY 33	LAT (D-M.MMM)(WGS-84) N/A	LONG (D-M.MMM)(WGS-84) N/A	MGRS (MAP DATUM) (10 DIGIT) N/A		
I. ELEVATION 7183'	TRANSVERSE GRADIENT 0%		LONGITUDINAL GRADIENT +0.60°		
10. REMARKS:					
• FOR SPECIAL OPERATIONS USE ONLY • USER ASSUMES RESPONSIBILITY FOR DAMAGE TO PROPERTY, EQUIPMENT AND INJURY TO PERSONNEL • DIAGRAM ATTACHED					

10. REMARKS

- a. The STOL is located in a Afghan Military Force (AMF) compound approximately 017°/2.2K from the town of Ghazni.
- b. The Provincial Reconstruction Team (PRT) compound is located 187°/2.87K from the STOL.
- c. At time of survey, the AMF reported the STOL was being used daily during day light hours by UN and Turkish helos.
- d. The surface of the STOL is a steel linked decking material often used to cover unimproved runways.
- e. Obstruction/hazards to flight in/around the STOL include:
 - 1) A 10' fuel tank is located 115' from runway centerline on the east side of the approach end of runway 33.
 - 2) A 10' wooden shack and dirt berm is located north of the the departure end of runway 33; neither encroach the approach zone of runway 15.
 - 3) 3 x 50' antennas are located approximately 128°/632' from the threshold of runway 33. Recommend fly runway heading or right turnout for runway 15 departures.
 - 4) The dirt/gravel strip depicted on diagram should not be used; surface is uneven and not suitable for landing aircraft.
 - 5) The surface surrounding the STOL/steel decking is dirt/gravel with some small shrubs and trees. Recommend all aircraft remain on the steel decking surface; aircraft taxiing off the decking may encounter drop-offs and uneven ground.
- f. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin of error +/-40'.
- g. Numerous digital photographs are on file with CJSOAC/STGFWD contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil

11. PHOTO IMAGERY AVAILABLE

YES



NO



CONTRACT: FA4428-04-D-0036
SOLICITATION NO: FA4428-04-R-0007-0002

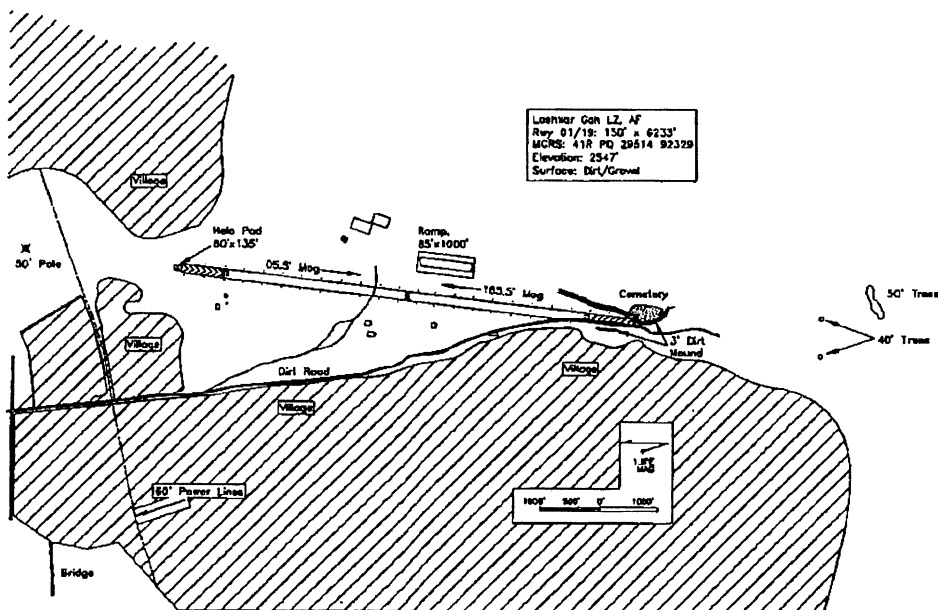
LANDING ZONE SURVEY	1A. LZ NAME Lashkar Ghar LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/1880/2-DMA/1986			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040112	TYPED NAME AND GRADE OF SURVEYOR (b)(6) SSgt.		PHONE NUMBER (DSN) (b)(6)	UNIT 21 STS, Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN 318-231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 6233'	WIDTH 150'	APPROACH END OVERRUN LENGTH 760'	DEPARTURE END OVERRUN LENGTH 700'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'	RIGHT SHOULDER 10'	
7. LZ AXIS DATA				
A. MAGNETIC 005.5°	B. GRID (UTM) 006.6°	C. TRUE 7.3°	D. SOURCE/DATE OF VARIATION DATA 200401	
B. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 2547'	B. DEPARTURE END 2546'	C. HIGHEST 2547'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS 84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41R	D. EASTING 6	E. NORTHING 34
F. LZ CENTER-POINT	MGRS COORDINATES PQ 29514 92329	WGS84 LATITUDE (D-M.MM) N 31° 33.522'	WGS84 LONGITUDE (D-M.MM) E 064° 21.877'	
G. APPROACH END	MGRS COORDINATES PQ 29404 91386	WGS84 LATITUDE (D-M.MM) N 31° 33.012'	WGS84 LONGITUDE (D-M.MM) E 064° 21.800'	
H. DEPARTURE END	MGRS COORDINATES PQ 29623 93273	WGS84 LATITUDE (D-M.MM) N 31° 34.032'	WGS84 LONGITUDE (D-M.MM) E 064° 21.953'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE CBR, Surface: 15 CBR, 6": 15 CBR, 12": 15 CBR, 18": 15 CBR (Method used ACP and drill)			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO RWY 01 35:1/ RWY 19 35:1		B. LONGITUDINAL RUNWAY GRADIENT + .01 %		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA See remarks	B. LEFT GRADED AREA See remarks	C. LEFT SHOULDER See remarks	D. LEFT HALF RUNWAY See remarks	
E. RIGHT TRANSITION AREA See remarks	F. RIGHT GRADED AREA See remarks	G. RIGHT SHOULDER See remarks	H. RIGHT HALF RUNWAY See remarks	
I. PENETRATIONS None				

0021001 (EF-V1)

PREVIOUS EDITIONS ARE OBSOLETE.

Lashkar Ghar LZ

13. LZ DIAGRAM



14. REMARKS

1. The surface of the LZ is dirt with gravel.
2. Obstructions/ Hazards to aircraft at the time of the survey include:
 - b) 1' deep x 1' wide drainage runs the length of the East side of the RWY.
 - c) Both RWY thresholds displaced to ensure 35:1 glide slope ratio.
3. Recommend RWY 01 arrival/ RWY 19 departure to avoid over flying the town of Lashkar Gah.
4. Time constraints did not allow for the collection of transverse grade data. Though the RWY/ shoulders/ Graded areas/ and transition areas appeared to be well within regulation.
5. Parking ramp East side of RWY was not accessible at time of survey.
5. Coordinates, elevation, and MAGVAR derived from GPS (PSN-11), margin for error +/- 40 ft.
6. All coordinate conversions from MGRS to LAT/LONG done with the GEO TRANS computer program.
7. User accepts responsibility for injury/ damage to personnel, property, and equipment.
8. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE

YES

NO

LOW LEVEL ROUTES

NONE AVAILABLE

ROUTE NAME/DESIGNATOR

LANDING ZONE SURVEY		1A. LZ NAME Tarin Kowt LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Oruzgan Province
3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/2182/3rd Edition/1 Jan 1969/1:100K					
4. SURVEY APPROVAL/DISAPPROVAL DATA					
4A. DATE SURVEYED 20040114	TYPED NAME AND GRADE OF SURVEYOR (b)(6) 1Lt		PHONE NUMBER (DSN) (b)(6)	UNIT 21 STS, Pope AFB, NC	
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE	
	UNIT AND LOCATION				
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE	
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION				
5. COORDINATING ACTIVITIES					
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN 318-231-4116				PHONE NUMBER (DSN)	
RANGE CONTROL N/A				PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)					
LENGTH 4065'	WIDTH 150'	APPROACH END OVERRUN LENGTH 300'		DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'		RIGHT SHOULDER 10'	
7. LZ AXIS DATA					
A. MAGNETIC 122.1°	B. GRID (UTM) 122.6°	C. TRUE 124.1°	D. SOURCE/DATE OF VARIATION DATA 200401		
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 4384'	B. DEPARTURE END 4449'	C. HIGHEST 4449'		
9. LZ COORDINATES					
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41S	D. EASTING 07	E. NORTHING 36	
F. LZ CENTER-POINT	MGRS COORDINATES QS 68783 11139	WGS84 LATITUDE (D-M.MM) N 32° 36.310'	WGS84 LONGITUDE (D-M.MM) E 065° 51.845'		
G. APPROACH END	MGRS COORDINATES QS 68260 11470	WGS84 LATITUDE (D-M.MM) N 32° 36.497'	WGS84 LONGITUDE (D-M.MM) E 065° 51.517'		
H. DEPARTURE END	MGRS COORDINATES QS 69306 10806	WGS84 LATITUDE (D-M.MM) N 32° 36.123'	WGS84 LONGITUDE (D-M.MM) E 065° 52.173'		
10. LZ SURFACE DATA					
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE 4" Surface:18 CBR, 7" Base:47 CBR, Sub-base:100 CBR. (Controlling CBR: 18)				
11. LZ LONGITUDINAL PROFILE					
A. GLIDE SLOPE RATIO Rwy 12 50:1 / Rwy 30 22:1		B. LONGITUDINAL RUNWAY GRADIENT Rwy 12 / 1.6%			
12. TRANSVERSE SECTION GRADIENTS					
A. LEFT TRANSITION AREA .1346%	B. LEFT GRADED AREA -.3743%	C. LEFT SHOULDER .4184%	D. LEFT HALF RUNWAY -1.5919%		
E. RIGHT TRANSITION AREA -.2080%	F. RIGHT GRADED AREA .1186%	G. RIGHT SHOULDER .1234%	H. RIGHT HALF RUNWAY -2.0798%		
I. PENETRATIONS Rwy 30 Penetrations: a. 151' Hilltop located 100°/ 5300' from departure threshold					

AF FORM 3822, 20021001 (EF-V1)

PREVIOUS EDITIONS ARE OBSOLETE.

LZ NAME	
Tarin Kowl LZ	
13. LZ DIAGRAM	
14. REMARKS	
1. Coordinates, elevations, and MAGVAR derived from Garmin Etrex (GPS), margin of error +/-20', and Viper LASER Range Finder. 2. LZ located 840' south of Tarin Kowl. 3. Hazards to flight/aircraft in and around the LZ at the time of survey include: a. Highest obstacle for approaches to RWY 12 is an 8500' mountain range NNW 4 miles.. b. 151' Hilltop located 100°/ 5300' from departure end threshold. c. 6" - 8" vehicle ruts run north/south across the LZ approximately 1900' from Rwy 12 approach end threshold. d. At the time of survey, a frequently traveled dirt road is located at the end of the useable surface of Rwy 12. 4. 5' - 15' deep wadi runs east to west on right side of Rwy 12. 5. User accepts responsibility for injury/damage to personnel, property, and equipment. 6. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil	
15. PHOTOGRAPHY AVAILABLE	LOW LEVEL ROUTES
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> NONE AVAILABLE <input type="checkbox"/> ROUTE NAME/DESIGNATOR

AF FORM 3822, 20020903 (EF-V1) (REVERSE)

SOLICITATION: FA4428-04-R-0007-0003

CONTRACT: FA4428-04-D-0036

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

CONTRACT FA4428-04-D-0036, DELIVERY ORDER 5001

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brook Rd., Rome NY 13441-4527, Phone number 800-553-0527. Please have your contract/order number and invoice number ready when contacting them about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

1. CONTRACT NUMBER:	<input type="text" value="FA4428"/>	
2. CAGE CODE:	<input type="text" value="1WVA5"/>	
3. PAY OFFICE DODAAC:	<input type="text" value="HQ0302"/>	
4. TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>	
5.INSPECTION/ACCEPTANCE:	<input type="text" value="DESTINATION"/>	
6. ISSUE DATE:	<input type="text" value="20 Sep 04"/>	
7. ISSUE BY DODAAC:	<input type="text" value="FA4428"/>	
8. ADMIN DODAAC:	<input type="text" value="FA4428"/>	
9. INSPECT BY DODAAC:	<input type="text"/>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text" value="FA4428"/>	PLUS SIX EXT: <input type="text" value="F73AMD"/>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. 1A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		
5. PROJECT NO. (If applicable)						
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE				
HQ AMC/A34Y2P 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5303 Deborah J. Wegener (618) 229-2489						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0001 10B. DATED (SEE ITEM 13) 20/Sep/2004				
PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6333						
CODE		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 complying 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 ACKNOWLEDGEMENT 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.

- (X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 32.222-4(c), Contract Terms and Conditions-Commercial (Feb 02)
- 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 add SUBCLIN 0001AA for Mobilization Costs and SUBCLIN 0001AB for Demobilization Costs.
- Remove page 3 from the contract and replace with the attached page 2. Changes are identified by a vertical line in the right margin of the text.
- The dollar amount obligated under this Delivery Order is unchanged and remains \$2,730,166.01.

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)		18A. NAME AND TITLE OF SIGNER (Type or print)	
(b)(6)		ELAINE M. HAYES (618) 229-4770	
15B. CONTRACTOR/OFFEROR		18B. UNITED STATES OF AMERICA	
(b)(6)		BY Elaine M. Hayes (Signature of Contracting Officer)	
15C. DATE SIGNED		18C. DATE SIGNED	
10/14/04		10/14/04	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-2004-D-0036-0001-1A

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization Costs				
0001AA	MOBILIZATION COSTS	1	LO	\$206,617.00	\$206,617.00
0001AB	DEMobilIZATION COSTS	1	LO	\$178,566.00	\$178,566.00
0002	Monthly Service				
0002AA	Monthly Service 20 Sep 04 - 31 Oct 04	41	DA	\$28,063.01	\$1,150,583.41
0003	Flying Hours				
0003AA	Pressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	Estimated 732	HR	\$645.15	Estimated \$472,249.80
0003AB	Unpressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	Estimated 732	HR	\$645.15	Estimated \$472,249.80
0004	Reimbursable Expenses	Estimated 250000	DO	\$1.00	Estimated \$250,000.00

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 2			
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036		2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 20/Sep/2004		4. REQUISITION/PURCH REQUEST NO. See Schedule		5. PRIORITY	
6. ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL Greg V. Hunt (618) 229-2507		7. ADMINISTERED BY (If other than 6) HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR PRESIDENTIAL AIRWAYS, INC. 1425 GENERAL AVIATION DRIVE MELBOURNE, FL 32935		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15	
14. SHIP TO CODE		15. PAYMENT WILL BE MADE BY CODE See Attached Continuation of the SF 1449		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER <input checked="" type="checkbox"/> DELIVERY/ CALL <input type="checkbox"/> PURCHASE		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AA: 2142020 0000 76-2084 P135197.00 2540 8334AY MIPR&M2540020434AV83909076									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	SEE SCHEDULE								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA GREG V. HUNT BY: greg.hunt@scott.af.mil (618) 229-2507 CONTRACTING/ORDERING OFFICER		25. TOTAL \$2,730,266.01			
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.		29. DIFFERENCE \$	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER								34. CHECK NUMBER	
								35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-2004-D-0036-0001

PAGES

2

NAME OF OFFEROR OR CONTRACTOR
RESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization Costs	1	LO	\$385,183.00	\$385,183.00
0002	Monthly Service				
0002AA	Monthly Service 20 Sep 04 - 31 Oct 04	41	DA	\$28,063.01	\$1,150,583.41
0003	Flying Hours				
0003AA	Pressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	Estimated 732	HR	\$645.15	Estimated \$472,249.80
0003AB	Unpressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	Estimated 732	HR	\$645.15	Estimated \$472,249.80
0004	Reimbursable Expenses	Estimated 250000	DO	\$1.00	Estimated \$250,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 1B	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0001		
		(X) 10B. DATED (SEE ITEM 13) 20/Sep/2004		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
AA: 2142020 0000 76-2084 P135197.00 2540 8334AY NIPR4M2540020434AV83809076 **NET DECREASE: \$1,531,143.39**

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c), Contract Terms and Conditions - Commercial (Feb 02)

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 de-obligate excess FY04 funds from CLINs 0002AA, 0003AA, 0003AB and 0004.
- Remove page 2 from Delivery Order 0001 and replace with the attached page. Changes are identified by a vertical line in the right margin of the text.
- The total contract amount is reduced \$1,531,143.39 from \$2,730,266.01 to \$1,199,122.62.

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) (b)(6) <i>Vice President</i>	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 4/19/05	16C. DATE SIGNED 4/19/05

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-2004-D-0036-0001-1B

PAGES

2

NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization Costs				
0001AA	MOBILIZATION COSTS	1	LO	\$206,617.00	\$206,617.00
0001AB	DEMOBILIZATION COSTS	1	LO	\$178,566.00	\$178,566.00
0002	Monthly Service				
0002AA	Monthly Service 20 Sep 04 - 31 Oct 04	24.07	DA	\$28,063.01	\$675,476.65
0003	Flying Hours				
0003AA	Pressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	0			\$ 0.00
0003AB	Unpressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	191.6	HR	\$645.15	\$123,610.74
0004	Reimbursable Expenses	\$14,852.23	DO	\$1.00	\$ 14,852.23

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)					
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036	
		X		10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE		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 ACKNOWLEDGEMENT 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.

(X)	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.
X	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).
	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 _____ copies to the issuing office.

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

1. The purpose of this administrative modification is to change the contractor's address which is a result of the hurricanes.

From: 1425 General Aviation Drive, Melbourne, FL 32935
To: 1371 General Aviation Drive, Melbourne, FL 32935-6332.

2. Also, the payment office is identified as: Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brook Road., Rome NY 13441-4527, DODAAC is HQ0302 and phone number is 800-553-0527.

3. All other terms and conditions remain the same.

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 SIGNER (Type or print) ELAINE M. HAYES Elaine.Hayes@scott.af.mil (618) 229-4770	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>30 Sep 04</i>

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. A00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036	
						10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE 1WVA5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) HQ0302							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) 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.							
X 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)							
1. The purpose of this modification is to revise the DD 254, Contract Security Classification Specification, incorporated into the contract as Appendix 2 of the Statement of Work. This document has been revised to incorporate information into blocks 6a, b and c which was inadvertently omitted at time of award. 2. Remove Appendix 2 and insert the attached Appendix 2. Changes are identified by a vertical line in the right margin of the text. 3. The dollar amount is unchanged as a result 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)				16A. NAME AND TITLE OF SIGNER (Type or print)			
				ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY Elaine M. Hayes		23 May 05	
				(Signature of Contracting Officer)			

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER <div style="text-align: center;">FA4428-04-D-0036</div>		a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD)		b. REVISOR (Supersedes all previous specs) REVISION NO. 01 DATE (YYYYMMDD) 20050516	
b. SUBCONTRACT NUMBER		c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)		d. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">FA4428-04-R-0007</div>	
DUE DATE (YYYYMMDD) <div style="text-align: center;">20040812</div>					
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE Presidential Airways, Inc. 1371 General Aviation Drive Melbourne, FL 32935		b. CAGE CODE <div style="text-align: center;">1WVA5</div>		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Department of Defense Defense Security Service Melbourne Field Office P.O. Box 254036. ATTN: Josh Gibson Patrick AFB, FL 32925	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION Provide airlift transportation services in Afghanistan, Uzbekistan, and Pakistan		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO		
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
(1) Sensitive Compartmented Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
h. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
k. OTHER (Specify)					
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:					
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY				YES	NO
b. RECEIVE CLASSIFIED DOCUMENTS ONLY				<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. PERFORM SERVICES ONLY				<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT				<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS				<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. OTHER (Specify)					

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

STATEMENT OF WORK
APPENDIX 2

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

HQ AMC/PA
503 Ward Street, Suite 214
Scott AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (b)(6) GS-14, DAFC	b. TITLE DEPUTY CHIEF, LOG PLANS	c. TELEPHONE (Include Area Code) 813-827-4630												
d. ADDRESS (Include Zip Code) USCENTCOM/CCJ4-P 7115 S. BOUNDARY BLVD MACDILL AFB FL 33621 (b)(6)		17. REQUIRED DISTRIBUTION <table border="1"><tr><td><input checked="" type="checkbox"/></td><td>a. CONTRACTOR</td></tr><tr><td><input checked="" type="checkbox"/></td><td>b. SUBCONTRACTOR</td></tr><tr><td><input checked="" type="checkbox"/></td><td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td></tr><tr><td><input checked="" type="checkbox"/></td><td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td></tr><tr><td><input checked="" type="checkbox"/></td><td>e. ADMINISTRATIVE CONTRACTING OFFICER</td></tr><tr><td><input checked="" type="checkbox"/></td><td>f. OTHERS AS NECESSARY</td></tr></table>	<input checked="" type="checkbox"/>	a. CONTRACTOR	<input checked="" type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input checked="" type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY
<input checked="" type="checkbox"/>	a. CONTRACTOR													
<input checked="" type="checkbox"/>	b. SUBCONTRACTOR													
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR													
<input checked="" type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION													
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER													
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY													

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00005	3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY EQ ANC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489	CODE ZA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ZA4428-04-D-0036 (X) 10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE 1MVA5	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 ACKNOWLEDGEMENT 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)

EQ0302

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

(X) 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:
(X) D. OTHER (Specify type of modification and authority) SI-Lateral, FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000)

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 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) (b)(6) Vice Pres	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 8/31/2005
16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 8/31/05

NSN 7540-01-182-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.249

1. The purpose of this modification is as follows:

a. To exercise option year one. The contract period is hereby extended 1 September 2005 through 31 August 2006.

b. The requirement for Demobilization costs incorporated under CLIN 0001 is hereby deleted and the amount of this CLIN is reduced \$178,566.00 from \$385,183.00 to \$206,617.00.

c. CLIN 1005 and associated SUBCLIN are hereby incorporated into the contract for Demobilization Costs for FY06 in the amount of \$178,566.00.

d. CLINs 1001, 1002, 1003, 1004 and 1005, including all SUBCLINs thereto, are hereby awarded and are applicable for payment throughout the option period.

2. Reference FAR 52.232-18, Availability of Funds. Funds are not presently available for the entire option period. A delivery order for the FY06 period (1 November 2005 through 31 August 2006) will be issued when funds become available. The estimated value of option year one is \$17,905,351.20.

3. Remove pages 3, 5 and 6 and replace with the attached pages. Changes are identified with a vertical line in the right margin of the text.

4. The estimated contract amount is unchanged and remains \$34,832,969.51.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3XR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 (X) 10B. DATED (SEE ITEM 13) 20/Sep/2004		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

BQ0302

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions - Commercial (para. c) (Sep 05)
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 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) (b)(6) Vice Pres	18A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/2006
16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 17 Apr 06

NSN 7540-01-152-9040

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to revise paragraph 3.2.12 in the Statement of Work (SOW) at Attachment One as follows:

3.2.12. One self drive vehicle (van) large enough to transport at least 7 people in and around Bagram Airfield, Afghanistan and one pick-up truck to support transportation of maintenance crews and repair parts for aircraft maintenance.

2. Paragraph 3.2.18. is hereby incorporated in the SOW at Attachment One as follows:

3.2.18. The contractor employees are hereby granted, subject to availability, access to or the privileges defined below while temporarily deployed in Afghanistan under this contract:

- a. Exchange service facilities
- b. Morale and welfare recreational facilities

3. Remove the cover sheet and page 5 from the SOW and replace with the attached pages. Page 5a is hereby incorporated into the contract.

4. There is no change to the contract price as a result of these changes

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00007		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 X 10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE	1WVA5	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 ACKNOWLEDGEMENT 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)

HQ0302

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

(X)	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 date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8, Option to Extend Services (Nov 99)
	D. 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.)
SEE CONTINUATION 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)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> (Signature of Contracting Officer)	16C. DATE SIGNED 14 Aug 06

1. The purpose of this modification is to exercise the Government's option to extend services for 6 months from 1 September 2006 through 28 February 2007. Applicable CLINs/SLINs have been incorporated into contract.
2. Reference FAR 52.232-18, Availability of Funds. Funds are not presently available for the entire option period. A modification to Delivery Order 0005 will be issued for the FY07 Period (1 October 2006 through 28 February 2007) when funds become available. The estimated value of this contract extension is \$7,082,288.60.
3. Remove pages 6 and replace with the attached page 6, 6a, 6b and 6c. Changes are identified with a vertical line in the right margin of the text.
4. The dollar amount is hereby increased \$7,082,288.60 from \$34,832,969.51 to \$41,915,258.11. This dollar amount will be obligated on Delivery Order 0005 for the FY06 and FY07 extension.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Reimbursable Expenses FY06 Funds (Estimated) 1 Nov 05-31Aug 06	1,250,000	DO	\$1.00	\$1,250,000.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
1005	Demobilization Costs FY06 Funds				
1005AA	Demobilization Costs	178,566	DO	1.00	\$178,566.00

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/MODIFICATION A00007

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
OPTION TO EXTEND SERVICES (FY06) (1 Sep 06 – 30 Sep 06)					
1006	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1006AA	Monthly Service FY06 Funds (1 Sep 06 - 30 Sep 06)	1	MO	\$867,147.10	\$ 867,147.10
1007	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1008AA below.				
*Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1007AA	Pressurized Aircraft Flying Hours FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 130	HR	\$ 664.50	\$ 86,385.00
1007AB	Unpressurized Aircraft Flying Hours FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 190	HR	\$ 664.50	\$ 126,255.00
1008	Reimbursable Expenses FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 125,000	DO	\$ 1.00	\$ 125,000.00
1008AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1008AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs (1 Sep 06 – 30 Sep 06)	178,566	DO	\$ 1.00	\$ 178,566.00
OPTION TO EXTEND SERVICES (FY07) (1 Oct 06 – 28 Feb 07)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds (1 Oct 06 - 28 Feb 07)	5	MO	\$867,147.10	\$4,335,735.50
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below.				
*Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1011AA	Pressurized Aircraft Flying Hours. FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 650	HR	\$ 664.50	\$ 431,925.00
1011AB	Unpressurized Aircraft Flying Hours FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 950	HR	\$ 664.50	\$ 631,275.00
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 28 Feb 07)	Estimated 300,000	DO	\$ 1.00	\$ 300,000.00
1012AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1012AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1012AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

**WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN,
ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1013	Demobilization Costs FY07 Funds				
1013AA	Demobilization Costs (1 Oct 06 – 28 Feb 07)	178,566	DO	\$ 1.00	\$ 178,566.00

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_CASA 212_____	Aircraft Block Speed/Hour__165 kts_____
Fuel Burn Rate/Hour_650 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_900 nm_____	Aircraft Total Payload_5,700 lbs_____
Type of Aircraft_Metro III HG_____	Aircraft Block Speed/Hour__235 kts_____
Fuel Burn Rate/Hour_600 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_2,000 nm_____	Aircraft Total Payload_5,000 lbs_____

Note: All pricing above is based on (2) CASA 212s and (1) Metro III HG

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE YA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 10B. DATED (SEE ITEM 13) 20/8ep/2004		
CODE LWVA5	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 ACKNOWLEDGEMENT 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 the amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

1100302

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 52.212-4(c), Contract Terms and Conditions - Commercial (para. c) (Sep 05)

☐ D. 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.)
SEE CONTINUATION 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) (b)(6) VICE PRESIDENT	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACT/ORDER NO. (b)(6)	15C. DATE SIGNED 8/31/06
15D. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 31 Aug 06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV 10-83)

Processed by GSA
FAC (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 X 10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

HQ0302

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

- (X) 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).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4(c), Contract Terms and Conditions - Commercial (para. c) (Sep 05)
- 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 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)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is to add two CASA 212 aircraft to the contract. As a result of this addition, the following changes to the contract are made:

- a. Incorporate SLINs 1006AB and 1010AB for Monthly Service.
 - b. Revise the number of estimated flying hours under the unpressurized aircraft SLINs 1007AB and 1011AB. SLINs 1007AA and 1011AA for the pressurized aircraft flying hours are revised to allow for increased utilization.
 - c. Revise the unit price under SLINs 1007AB and 1011AB from \$664.50 to \$673.60 to reflect an average monthly cost for the two additional aircraft and the two contracted aircraft.
 - d. Incorporate SLINs 1009AB and 1013AB for mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - e. Incorporate SLINs 1009AC and 1013AC for de-mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - f. Revise paragraph 1.1.4 of Attachment One, Statement Of Work (SOW), from 2,190 flight hours per quarter to 3,000 flight hours per quarter.
 - g. Revise paragraphs 3.2.10, 3.2.11 and 3.2.12 of Attachment One, SOW to remove the quantities.
 - h. Revise Attachment 3, Government Furnished Equipment (GFE) to remove the quantities.
2. Remove pages 6a, 6b and 6c from the basic contract, pages 1 and 5 of the SOW at Attachment 1, and Attachment 3 of the basic contract and replace with the attached pages. Changes are identified by a vertical line in the right margin of the text.
3. The estimated dollar amount under this contract is hereby increased \$6,793,369.50 from \$41,915,258.11 to \$48,708,627.61.

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/MODIFICATION A00008

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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FY06 Contract Extension (1 Sep 06 – 30 Sep 06)

1006	Monthly Service The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
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1006AA	Monthly Service FY06 Funds for 2 CASA 212s and 1 Metro (1 Sep 06 - 30 Sep 06)	1	MO	\$867,147.10	\$ 867,147.10
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1006AB	Monthly Service FY06 Funds for new CASA 212(s) (1 Sep 06 - 30 Sep 06)	30	DA	\$ 7,952.00	\$ 238,560.00
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1007	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1008AA below.				
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***Anticipated Routes:**

Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1007AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY06 Funds (1 Sep 06 - 30 Sep 06)	Estimated 240	HR	\$ 664.50	\$ 159,480.00
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1007AB	Unpressurized Aircraft Flying Hours for CASA 212s FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 500	HR	\$ 673.60	\$ 336,800.00
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1008	Reimbursable Expenses FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 125,000	DO	\$ 1.00	\$ 125,000.00
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1008AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
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1008AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
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<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Sep 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB	Mobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC	Demobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
FY07 Contract Extension (1 Oct 06 – 28 Feb 07)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 - 28 Feb 07)	5	MO	\$867,147.10	\$4,335,735.50
1010AB	Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 - 28 Feb 07)	5	MO	\$477,120.00	\$2,385,600.00
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below.				
*Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1011AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 1,200	HR	\$ 664.50	\$ 797,400.00
1011AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 4,800	HR	\$ 673.60	\$3,233,280.00
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 28 Feb 07)	Estimated 400,000	DO	\$ 1.00	\$ 400,000.00

ITEM

<u>NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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1012AA Fuel.

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1012AB Food and Lodging for Contractor Personnel.

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1012AC Airport Fees.

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

**WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN,
 ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.**

1013 Demobilization Costs FY07 Funds

1013AA Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 28 Feb 07)	1	LO	\$ 178,566.00	\$ 178,566.00
1013AB Mobilization Costs for 1 CASA 212 (1 Oct 06 – 28 Feb 07)	1	LO	\$116,870.00	\$ 116,870.00
1013AC Demobilization Costs for 2 CASA 212s (1 Oct 06 – 28 Feb 07)	1	LO	\$ 233,740.00	\$ 233,740.00

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft <u>CASA 212</u>	Aircraft Block Speed/Hour <u>165 kts</u>
Fuel Burn Rate/Hour <u>650 lbs/hr</u>	Aircraft Available Seats <u>7 or 19 depending on configuration</u>
Aircraft Range <u>900 nm</u>	Aircraft Total Payload <u>5,700 lbs</u>
Type of Aircraft <u>Metro III HG</u>	Aircraft Block Speed/Hour <u>235 kts</u>
Fuel Burn Rate/Hour <u>600 lbs/hr</u>	Aircraft Available Seats <u>7 or 19 depending on configuration</u>
Aircraft Range <u>2,000 nm</u>	Aircraft Total Payload <u>5,000 lbs</u>

Note: All pricing above is based on (2) CASA 212s and (1) Metro III HG

STATEMENT OF WORK (SOW)

SHORT TAKE-OFF AND LANDING (STOL) SERVICES

24 August 2004

Revision 2, dated 24 August 2006

HEADQUARTERS AIR MOBILITY COMMAND

1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.4. The Government anticipates contracting for up to a maximum of 3000 flight hours per quarter. |

1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the QAP and contractor.

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide unpressurized and pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold

3.2.8. Force Protection.

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11. FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. Weapons – Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment. The US Military will train the contractor on the Rules of Engagement (ROE), Law of Armed Conflict, Use of Force, and use and function of the weapon to include live fire.

3.2.15. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.16. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.17. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security

SOLICITATION: FA4428-04-R-0007

CONTRACT: FA4428-04-D-0036

Modification A00008

**GOVERNMENT FURNISHED EQUIPMENT (GFE)
FOR
AFGHANISTAN STOL PROGRAM**

Facilities

- Billeting and operations facilities –B-Huts for billeting and operations space
- Aircraft Parking spaces
- Conex Boxes for parts storage and flight line work area and space for storage of boxes

Communication

- Motorola HT500 or equivalent radio for aircraft movement coordination with the JOC at CJTF-76
- SAT Phone for each aircraft
- DSN capable phone lines for on base communication
- High frequency (HF) radio support
- Use of DSN on-net and off-net capabilities via Defense Switched Network (DSN) through the Patrick AFB switchboard Operator

Supplies (Class I)

- Meals Ready to Eat (MREs)
- Drinking Water
- Soft Drinks
- Coffee
- Fork lifts for loading and unloading
- Aircraft fuel
- AGE equipment (Generator, Fire extinguishers, 6 Chocks to Block Aircraft, Pressure Washer)
- Possible requirement for use of de-icing equipment and de-icing fluid

Transportation

- Vehicle for movement of personnel to the flight line and between aircraft and parts storage area. Aircraft must accommodate a minimum of 7 passengers.

Weapons

- Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOYOCK, NC 27958		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036	
CODE 1WVA5 FACILITY CODE			10B. DATED (SEE ITEM 13) 20/Sep/2004	

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 ACKNOWLEDGEMENT 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)

HQ0302

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

(X)	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.
X	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).
	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 _____ copies to the issuing office.

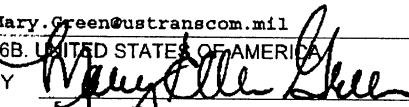
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this administrative modification is to change the Contractor's address as follows:

From: Presidential Airways, Inc. 1371 General Aviation Drive Melbourne, FL 32935-6332
To: Presidential Airways, Inc. PO Box 849 Moyock, NC 27958

b. There is no cost associated with this change, and there are no other changes to the contract as a result 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)	16A. NAME AND TITLE OF SIGNER (Type or print) MARY ELLEN GREEN (618) 229-2500 Mary.Green@ustranscom.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2/22/07
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-9070

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

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 2
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036		2. DELIVERY ORDER/CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 20041028		4. REQUISITION/PURCH REQUEST NO. MIPR5A25400002	
5. PRIORITY		6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489		7. ADMINISTERED BY (if other than 6) CODE FA4428		8. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL SMALL DISAD- VANTAGED WOMEN-OWNED		12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15		14. SHIP TO CODE		15. PAYMENT WILL BE MADE BY CODE See Attached Continuation of the SF 1449		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. DELIVERY/ CALL TYPE OF ORDER <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.		Reference your furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AB: 2142220 0000 76-2084 P135197.00 2540 8364AV 64AV83 S09076							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE						
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA <i>Elaine M. Hayes</i> ELAINE M. HAYES (618) 229-4770 BY: Elaine.Hayes@scott.af.mil CONTRACTING/ORDERING OFFICER		25. TOTAL \$13,999,999.30	29. DIFFERENCE
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO.		28. D.O. VOUCHER NO.	
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.		39. DATE RECEIVED (YYYYMMDD)	
37. RECEIVED AT	38. RECEIVED BY (Print)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

<p align="center">CONTINUATION SHEET</p>	<p>REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p align="center">FA4428-2004-D-0036-0002</p>	<p>PAGES</p> <p align="center">2</p>
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NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AB	Monthly Service FY05 Funds (1 Nov 04 - 31 Aug 05)	10	MO	\$841,890.39	\$8,418,903.90
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
0003AC	Pressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 3648	HR	\$645.15	Estimated \$2,353,507.20
0003AD	Unpressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 3648	HR	\$645.15	Estimated \$2,353,507.20
0005	Reimbursable Expenses FY05 Funds (Estimated) FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 874081	DO	\$1.00	Estimated \$874,081.00
0005AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 1B	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0001	
			10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AA: 2142020 0000 76-2084 P135197.00 2540 8334AV WIPRAC2540020434AV83509076

NET DECREASE: \$1,531,143.39

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions - Commercial (Feb 02)

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 de-obligate excess FY04 funds from CLINs 0002AA, 0003AA, 0003AB and 0004.
- Remove page 2 from Delivery Order 0001 and replace with the attached page. Changes are identified by a vertical line in the right margin of the text.
- The total contract amount is reduced \$1,531,143.39 from \$2,730,266.01 to \$1,199,122.62.

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) (b)(6) VICE PRESIDENT	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15C. DATE SIGNED 4/19/05	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)
15B. DATE SIGNED (b)(6)	16C. DATE SIGNED 4/19/05

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-2004-D-0036-0001-1B

PAGES

2

NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization Costs				
0001AA	MOBILIZATION COSTS	1	LO	\$206,617.00	\$206,617.00
0001AB	DEMOBILIZATION COSTS	1	LO	\$178,566.00	\$178,566.00
0002	Monthly Service				
0002AA	Monthly Service 20 Sep 04 - 31 Oct 04	24.07	DA	\$28,063.01	\$675,476.65
0003	Flying Hours				
0003AA	Pressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	0			\$ 0.00
0003AB	Unpressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04	191.6	HR	\$645.15	\$123,610.74
0004	Reimbursable Expenses	\$14,852.23	DO	\$1.00	\$ 14,852.23

REFERENCE NO.	OF DOCUMENT BEING CONTINUED
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	PAGES
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FA4428-04-D-0036-0001-1B

2

NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization Costs				
0001AA	MOBILIZATION COSTS	1	LO	\$206,617.00	\$206,617.00
0001AB	DEMOBILIZATION COSTS	1	LO	\$178,566.00	\$178,566.00
0002	Monthly Service				
0002AA	Monthly Service 20 Sep 04 - 31 Oct 04 The total number of hours flown and invoiced in FY04 is 24.07 with a unit price of \$28,063.01. Total dollar amount paid for this SLIN was \$675,476.65.		LO	\$675,476.65	\$675,476.65
0003	Flying Hours				
0003AA	Pressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04				
0003AB	Unpressurized Aircraft Flying Hours 20 Sep 04 - 31 Oct 04 The total number of hours flown and invoiced for FY04 is 191.6 with a unit price of \$645.15. Total amount paid for this SLIN is \$123,610.74.	1	LO	\$123,610.74	\$123,610.74
0004	Reimbursable Expenses The total dollar amount invoiced on this SLIN is \$14,852.23 which was paid.	1	DO	\$14,852.23	\$14,852.23
<p>MFR: COINS does not allow numbers to be input into the quantity column with decimals. As a result, Greg Hunt advised 4/25/05 to input the quantity as 1 lot with the dollar amount that was invoiced in the unit price. The modification issued to the contractor reflects the correct quantity and unit price even though COINS shows the amount for SLINS 0002AA, 0003AB and 0004 as above.</p>					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1B	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR5A25400002A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE PA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			<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. PA4428-04-D-0036-0002 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/Nov/2004	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AB: 2142220 0000 76-2084 P135197.00 2540 8364AV 64AV83 809076

HQ0302

NET DECREASE: -\$4,869,327.43

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 52.212-4(c), Contract Terms and Conditions - Commercial (Feb 02)

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 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) (b)(6)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/06
16B. UNITED STATES OF AMERICA BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)	16C. DATE SIGNED 2/27/06

NSN 7540-01-152-9070

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STANDARD FORM 30 (REV. 10-83)

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FAR (48 CFR) 53.243

1. The purpose of this modification is to de-obligate excess FY05 funds from SLINs 0002AB, 0003AC, 0003AD and CLIN 0005 to reflect the actual dollars incurred as follows:

SLIN/CLIN	Current \$ Amount	Reduction	Revised \$ Amount
0002AB	\$8,418,903.90	\$ 562,165.28	\$7,856,738.62
0003AC	\$2,541,245.85	\$2,139,898.03	\$ 401,347.82
0003AD	\$2,541,245.85	\$1,576,230.48	\$ 965,015.37
0005	\$ 874,081.00	\$ 591,033.64	\$ 283,047.36

2. The unit price for SLIN 0002AB reflected in this Delivery Order is reduced from \$841,890.39/month, as established in the basic contract, to \$785,673.86/month. The carrier invoiced for, and was actually reimbursed \$841,890.39/month in November 2004, and February 2005 - August 2005. This unit price change is based on the aircraft being grounded by AMC as a result of an accident in Afghanistan in November 2004, and consequently, did not provide a full month of service in December 2004 and January 2005. This resulted in a reduced monthly unit cost of \$334,040.63 in December 2004 and \$787,574.87 in January 2005. The total amount invoiced under this SLIN is \$7,856,738.62 which equates to a \$785,673.86/month unit price.

3. Remove page 2 from Delivery Order 0002 and replace with the attached page. Changes are identified by a vertical line in the right margin of the text.

4. The total contract amount is reduced \$4,869,327.43 from \$14,375,476.60 to \$9,506,149.17.

<p align="center">CONTINUATION SHEET</p>	<p>REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p align="center">FA4428-04-D-0036-0002-1B</p>	<p>PAGES</p> <p align="center">2</p>
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NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day. 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AB	Monthly Service FY05 Funds (1 Nov 04 - 31 Aug 05)	10	MO	\$785,673.86	\$7,856,738.62
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
0003AC	Pressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	622.1	HR	\$645.15	\$ 401,347.82
0003AD	Unpressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	1,495.8	HR	\$645.15	\$ 965,015.37
0005	Reimbursable Expenses FY05 Funds (Estimated) FY05 Funds (1 Nov 04 - 31 Aug 05)	283,047.36	DO	\$1.00	\$ 283,047.36
0005AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
	<p>WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.</p>				

WVA 1 1 5000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 1A	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR5A25400002A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489	CODE FA4428	7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0002 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/Nov/2004	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AB: 2142220 0000 76-2084 P135197.00 2540 8364AY 64AY83 809076

Net Increase: \$375,477.30

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

<input checked="" 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.
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 Contract Terms and Conditions - Commercial Items (Feb 02)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE CONTINUATION 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) (b)(6) Vice Pres. Ops	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 5/9/2005
16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 5/9/05

NSN 7540-01-152-0070

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is as follows:

a. To increase funding on SLINs 0003AC and 0003AD \$187,738.65 each from \$2,353,507.20 each to \$2,541,245.85 each.

b. To increase increase hours for SLINs 0003AC and 0003AD 291 hours each from 3,648 hours to 3,939 hours.

2. Remove page 2 and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

3. The dollar amount of this contract is increased \$375,477.30 from \$13,999,999.30 to \$14,375,476.60.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

FA4428-04-D-0036-0002-1A

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day. 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AB	Monthly Service FY05 Funds (1 Nov 04 - 31 Aug 05)	10	MO	\$841,890.39	\$8,418,903.90
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
0003AC	Pressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 3939	HR	\$645.15	Estimated \$2,541,245.85
0003AD	Unpressurized Aircraft Flying Hours FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 3939	HR	\$645.15	Estimated \$2,541,245.85
0005	Reimbursable Expenses FY05 Funds (Estimated) FY05 Funds (1 Nov 04 - 31 Aug 05)	Estimated 874081	DO	\$1.00	Estimated \$874,081.00
0005AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 1A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener		CODE FA4428		7. ADMINISTERED BY (If other than Item 6) (618) 229-4770		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0003			
				10B. DATED (SEE ITEM 13) 31/Aug/2005			
CODE 1WVA5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) AB: 214 2220 0000 076-2084.135197.00000 2540 8364AV MIPR5A25400002 64AV83 S09076 HQ0302							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) 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.							
X 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)							
1. The purpose of this modification is to revise the fund citation in Block 17 on the DD Form 1155 for Delivery Order 0003 as follows: FROM: 2142220 0000 076-2084.135197.00000 2540 8364AV 64AV83 S09076 TO: 2142220 0000 076-2084.135197.00000 2540 8364AV MIPR5A25400002 64AV83 S09076 2. The dollar amount is unchanged as a result 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)				16A. NAME AND TITLE OF SIGNER (Type or print)			
				ELAINE M. HAYES Elaine.Hayes@scott.af.mil (618) 229-4770			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <i>Elaine M. Hayes</i>		19 Oct 05	
				(Signature of Contracting Officer)			

NSN 7540-01-152-9070
 PREVIOUS EDITION UNUSABLE

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1B	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR5A25400002B	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0003 X 10B. DATED (SEE ITEM 13) 31/Aug/2005	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AB: 2142220 0000 076-2084.135197.00000 2540 B364AV 64AV83 B09076

NET DECREASE: -\$ 734,623.00 ^{B09302}

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

(X)	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions - Commercial (Feb 02)
	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 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) (b)(6)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) (Signature or person authorized to sign)	15C. DATE SIGNED 2/27/06
16B. UNITED STATES OF AMERICA BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)	16C. DATE SIGNED 2/27/06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is to de-obligate excess FY05 funds from SLINs 1001AA, 1002AA, 1002AB and CLIN 1003 to reflect the actual dollars incurred as follows:

SLIN/CLIN	Current \$ Amount	Reduction	Revised \$ Amount
1001AA	\$1,734,294.20	\$ -0-	\$1,734,294.20
1002AA	\$ 486,414.00	\$ 339,692.40	\$ 146,721.60
1002AB	\$ 486,414.00	\$ 254,370.60	\$ 232,043.40
1003	\$ 250,000.00	\$ 140,560.00	\$ 109,440.00

2. Remove page 2 from Delivery Order 0003 and replace with the attached page. Changes are identified by a vertical line in the right margin of the text.

3. The total contract amount is reduced \$734,623.00 from \$2,957,122.20 to \$2,222,499.20.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0003-1B

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	ACRN: AB Contract Option Year One Performance Period (1 Sep 05 - 31 Oct 05) Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AA	Monthly Service FY05 Funds (1 Sep 05 - 31 Oct 05)	2	MO	\$867,147.10	\$1,734,294.20
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AA	Pressurized Aircraft Flying Hours FY05 Funds (1 Sep 05 - 31 Oct 05)	220.8	HR	\$664.50	\$146,721.60
1002AB	Unpressurized Aircraft Flying Hours FY05 Funds (1 Sep 05 - 31 Oct 05)	349.2	HR	\$664.50	\$232,043.40
1003	Reimbursable Expenses FY05 Funds (1 Sep 05 - 31 Oct 05)	109,440	DO	\$1.00	\$109,440.00
1003AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1003AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1003AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 2
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036		2. DELIVERY ORDER/CALL NO. 0003		3. DATE OF ORDER/CALL (YYYYMMDD) 2005SEP01		4. REQUISITION/PURCH REQUEST NO. MIPR 5A25400002B	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener		CODE FA4428		7. ADMINISTERED BY (If other than 6) FA4428		8. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR PRESIDENTIAL AIRWAYS, INC. NAME 1371 GENERAL AVIATION DRIVE AND ADDRESS MELBOURNE, FL 32935-6332 S		CODE 1WVA5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)	
				12. DISCOUNT TERMS		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL SMALL DISADVANTAGED WOMEN-OWNED	
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15			
14. SHIP TO DFAS-RO-FPT 325 Brook Road Rome, NY 13441-4527		CODE		15. PAYMENT WILL BE MADE BY HQ0302		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
		PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div><input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</div> <div></div> </div>							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AB: 2142220 0000 076-2084.135197.00000 2540 8364AV 64AV83 S09076							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE						
<small>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</small>				24. UNITED STATES OF AMERICA Elaine M. Hayes ELAINE M. HAYES BY: Elaine.Hayes@scott.af.mil (618) 229-4770 CONTRACTING/ORDERING OFFICER		25. TOTAL \$2,957,122.20	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____				32. PAID BY		30. INITIALS	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR	
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						34. CHECK NUMBER	
37. RECEIVED AT				38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
				40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
						42. S/R VOUCHER NO.	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0003

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1NVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	ACRN: AB Contract Option Year One Performance Period (1 Sep 05 - 31 Oct 05) Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AA	Monthly Service FY05 Funds (1 Sep 05 - 31 Oct 05)	2	MO	\$867,147.10	\$1,734,294.20
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AA	Pressurized Aircraft Flying Hours FY05 Funds (1 Sep 05 - 31 Oct 05)	Estimated 732	HR	\$664.50	Estimated \$486,414.00
1002AB	Unpressurized Aircraft Flying Hours FY05 Funds (1 Sep 05 - 31 Oct 05)	Estimated 732	HR	\$664.50	Estimated \$486,414.00
1003	Reimbursable Expenses FY05 Funds (1 Sep 05 - 31 Oct 05)	Estimated 250,000	DO	\$1.00	Estimated \$250,000.00
1003AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1003AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1003AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1A		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004 X 10B. DATED (SEE ITEM 13) 01/Nov/2005		
CODE 1WVA5		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 ACKNOWLEDGEMENT 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)
 AC: 21620200000076-2084135197.0000022NL833404MIPR6A34G4000934G483509076 HQ0302
 Net Increase: \$1,999,999.10

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)
 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 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) (b)(6) Vice Pres.		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Haves@scott.af.mil	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 12/7/05	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 7 Dec 05

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to provide funding through 31 January 2006 as follows:

a. Increase funding on SLIN 1001AB by \$867,147.10 from \$1,734,294.20 to \$2,601,441.30.

b. Increase hours on SLIN 1002AC by 225 from 275 to 500. Funding is hereby increased by \$149,512.50 from \$182,737.50 to \$332,250.00.

c. Increase hours on SLIN 1002AD by 225 from 275 to 500. Funding is hereby increased by \$149,512.50 from \$182,737.50 to \$332,250.00.

d. Increase funding on CLIN 1004 by \$655,261.00 from \$150,230.00 to \$805,491.00.

2. Additional funds will be provided as they become available to fund the remaining period of this contract through 31 August 2006

3. SLIN 0001AB, DEMOBILIZATION COSTS, is hereby incorporated into this Delivery Order to fund costs associated with demobilization at end of performance period. The dollar amount of this SLIN is \$178,566.00.

4. Remove page 2 from this Delivery Order and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

5. The total dollar amount obligated under this Delivery Order is increased \$1,999,999.10 from \$2,249,999.20 to \$4,249,998.30.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

FA4428-04-D-0036-0004-1A

2

NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Jan 05) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Jan 06)	3	MO	\$867,147.10	\$2,601,441.30
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Jan 06)	Estimated 500	HR	\$664.50	Estimated \$332,250.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Jan 06)	Estimated 500	HR	\$664.50	Estimated \$332,250.00
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Jan 06)	Estimated 805,491	DO	\$1.00	Estimated \$805,491.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1B	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009B	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004	
			10B. DATED (SEE ITEM 13) 01/Nov/2005	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AC: 21620200000076-2084135197.0000022NL033404MIPR6A34G40009340483509076

HQ0302

Net Increase: \$1,999,999.70

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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 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) (b)(6)	15B. CONTRACTOR/OFFEROR (b)(6) (signature of person authorized to sign)	15C. DATE SIGNED 1/19/06	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES Elaine.Hayes@scott.af.mil	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 19 Jan 06
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NSN 7540-01-152/9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to provide funding through 31 March 2006 as follows:

a. Increase funding on SLIN 1001AB by \$1,734,294.20 from \$2,601,441.30 to \$4,335,735.50.

b. Increase funding on SLIN 1002AC by 149 hours from 500 hours to 649 hours. Funding is hereby increased by \$99,010.50 from \$332,250.00 to \$431,260.50.

c. Increase funding on SLIN 1002AD by 250 hours from 500 hours to 750 hours. Funding is hereby increased by \$166,125.00 from 332,250.00 to \$498,375.00.

d. Increase funding on CLIN 1004 by \$570.00 from \$805,491.00 to \$806,061.30.

2. Additional funds will be provided as they become available to fund the remaining period of this contract through 31 August 2006.

3. Remove page 2 from this Delivery Order and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

4. The total dollar amount obligated under this Delivery Order is increased \$1,999,999.70 from \$4,249,998.30 to \$6,249,998.00.

<p align="center">CONTINUATION SHEET</p>	<p>REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p align="center">FA4428-04-D-0036-0004-1B</p>	<p>PAGES</p> <p align="center">2</p>
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NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Mar 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Mar 06)	5	MO	\$867,147.10	\$4,335,735.50
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Jan 06)	Estimated 649	HR	\$664.50	Estimated \$431,260.50
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Mar 06)	Estimated 750	HR	\$664.50	Estimated \$498,375.00
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Mar 06)	Estimated 806,061	DO	\$1.00	Estimated \$806,061.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1C		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009C		5. PROJECT NO. (If applicable)
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		CODE FA4428	7. ADMINISTERED BY (If other than Item 6)		CODE
Deborah J. Wagener		(618) 229-4770			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004 X 10B. DATED (SEE ITEM 13) 01/Nov/2005		
CODE 1HVA5		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 ACKNOWLEDGEMENT 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)
 AC: 21620200000076-2084135197.0000022NL833404MIPR6A34G40009340483809076 BQ0302
 Net Increase: \$1,999,999.70

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

(X) 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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 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) (b)(6)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (b)(6) <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 3/14/06	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 14 Mar 06

NSN 7540-01-152/9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 63.243

1. The purpose of this modification is to provide funding through 31 May 2006 as follows:

a. Increase funding on SLIN 1001AB by \$1,734,294.20 from \$4,335,735.50 to \$6,070,029.70.

b. Increase the hours on SLIN 1002AC by 51 hours from 649 hours to 700 hours. Funding is hereby increased by \$33,889.50 from \$431,260.50 to \$465,150.00.

c. Increase the hours on SLIN 1002AD by 800 hours from 750 hours to 1,550 hours. Funding is hereby increased by \$531,600.00 from \$498,375.00 to \$1,029,975.00.

d. Decrease funding on CLIN 1004 by \$299,784.00 from \$806,061.00 to \$506,277.00.

2. Additional funds will be provided as they become available to fund the remaining period of this contract through 31 August 2006.

3. Remove page 2 from this Delivery Order and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

4. The total dollar amount obligated under this Delivery Order is increased \$1,999,999.70 from \$6,249,998.00 to \$8,249,997.70.

<p align="center">CONTINUATION SHEET</p>	<p>REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p align="center">FA4428-04-D-0036-0004-1C</p>	<p>PAGES</p> <p align="center">2</p>
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NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 May 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 May 06)	7	MO	\$867,147.10	\$6,070,029.70
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 May 06)	Estimated 700	HR	\$564.50	Estimated \$465,150.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 May 06)	Estimated 1,550	HR	\$664.50	Estimated \$1,029,975.00
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 May 06)	Estimated 506,277	DO	\$1.00	Estimated \$506,277.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 1D		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009D		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		CODE 7A4428		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. 7A4428-04-D-0036-0004	
						10B. DATED (SEE ITEM 13) 01/Nov/2005	
CODE 1WVAS		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 ACKNOWLEDGEMENT 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)
 AC: 2162020000076-2084135197.0000022NL8334G4MIPR6A34G4000934G483809076 HQ0302
 Net Increase: \$2,999,999.80

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

(X)	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)
	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 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) (b)(6) V.P.		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRA (b)(6)	15C. DATE SIGNED 5/5/06	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 5/5/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 1D		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009D		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004	
						10B. DATED (SEE ITEM 13) 01/Nov/2005	
CODE 1WVA5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) AC: 21620200000076-2084135197.0000022NL8334G4MIPR6A34G4000934G483S09076 HQ0302 Net Increase: \$2,999,999.80							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE CONTINUATION 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)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to provide funding through 31 August 2006 as follows:

a. Increase funding on SLIN 1001AB by \$2,601,441.30 from \$6,070,029.70 to \$8,671,471.00.

b. Increase the hours on SLIN 1002AC by 250 hours from 700 hours to 950 hours. Funding is hereby increased by \$166,125.00 from \$465,150.00 to \$631,275.00.

c. Increase the hours on SLIN 1002AD by 349 hours from 1,550 hours to 1,899 hours. Funding is hereby increased by \$231,910.50 from \$1,029,975.00 to \$1,261,885.50.

d. Increase CLIN 1004 by \$523.00 from \$506,277.00 to \$506,800.00.

2. Remove page 2 from this Delivery Order and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

3. The total dollar amount obligated under this Delivery Order is increased \$2,999,999.80 from \$8,249,997.70 to \$11,249,997.50.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0004-1D

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Aug 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Aug 06)	10	MO	\$867,147.10	\$8,671,471.00
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 950	HR	\$664.50	Estimated \$631,275.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 1,899	HR	\$664.50	Estimated \$1,261,885.50
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Aug 06)	Estimated 506,800	DO	\$1.00	Estimated \$506,800.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

**TRAFFIC MANAGEMENT OFFICER
COMMON QUESTIONS AND ANSWERS ABOUT
DOMESTIC AIRLIFT (CURRENT 28 April 06)**

Who do I call during normal duty hours when I have a question about my domestic airlift?

- During normal duty hours, contact the Administrative Contracting Office (ACO) for Domestic Airlift, HQ AMC/A3KRD, DSN 779-4770, Commercial 618-229-4770. The FAX number is DSN 576-2804, Commercial 618-256-2804. Your points of contact in HQ AMC/A3KRD are Ms Jill Becker, Ms Elaine Hayes, Ms Virginia Huusko, or Ms Pam Moran.

Who do I call when I have questions about my domestic airlift that arises after normal duty hours?

- After normal duty hours, contact the Tanker Airlift Control Center (TACC). Telephone number for the TACC Channel Duty Officer is: 618-229-0321 or 800-247-6625, X0321. The DSN prefix for Scott AFB is 779. The TACC duty officer will, if required, then contact the appropriate contract airlift duty officer.

What if I have changes to my unit airlift requirements?

- **Only HQ AMC/A34KRD or the contract airlift duty officer is authorized to change the contract.**

- First and foremost, it is imperative you call the ACO ASAP about **ANY** changes to your airlift requirements. You need to provide the MRN, Mission Number and/or Purchase Order Number. Changes constitute such items as increased/decreased passenger count and/or variations in departure time/date/station. These changes may impact the contracted cost of your airlift.

-- Mission Cancellation. It is imperative notification is made ASAP when a mission needs to be cancelled. Please be aware that any time a mission is cancelled, the contractor has the right to submit a claim for actual costs incurred, i.e., crew costs and prepositioning charges.

-- Supplemental Buses. If contracted by AMC, HQ AMC/A3KRD will work with the bus company to insure ground transportation changes are made.

-- Baggage Requirements. The baggage requirements were initially identified in your requirement; however, should a unit request additional baggage/cargo accompany the mission, this information needs to be relayed to the ACO immediately. Be advised that additional baggage/cargo brought to the aircraft without prior coordination of the ACO may result in an aircraft delay, as well as some baggage/cargo being left behind to maintain proper weight and balance of the aircraft.

--- Weapons. Appendix L of the Defense Transportation Regulation (DTR) discusses transportation of weapons via charter service. Please insure this Appendix is carefully reviewed and any weapons which are needed to fulfill mission requirements are identified and prepared (Ex: M16 bolts removed and crew serviced weapons crated). This information should be identified when initial requirements were submitted. However, please inform the ACO as soon as you are made aware of any changes to this element of your requirement. Troops with **hand-carried weapons** must stow the weapons flat on the floor of the aircraft under the seat in front of them. Weapons are never stored in the overheads.

--- Hazardous or Prohibited Items. Federal law prohibits carriage of hazardous materials aboard passenger equipment or in passenger baggage (49CFR). Troop commander or group leader will be responsible for conducting an inspection of personnel and their checked or stowed baggage and carry-on items. After the inspection, the troop commander or group leader must certify on the passenger manifest that this inspection was made and baggage checked. Hazardous materials may only be carried as cargo on passenger aircraft when: air carrier is approved by DOT, type and quantity is authorized by 49CFR, Parts 172 and 175, items are properly packaged and marked/labeled, a Shipper's Declaration for Dangerous Goods completed, and flight crew notified of all hazardous materials being carried. Typical items which are forbidden as cargo on a passenger aircraft are explosive and pyrotechnic devices, flammable gases such as propane, and liquids with a flash point of 141 degrees F or below. Small arms type ammunition (1.4S) and lithium batteries may be transported as cargo within packaging limitations of 49CFR when carrier is certified to carry hazmat.

Any other special instructions?

When preparing your load plans and manifest for the air crew, **UNITS ARE REQUIRED TO USE ACTUAL SCALED WEIGHTS FOR BAGGAGE AND CARGO** not planned or estimated weights. Likewise, you should use actual passenger weights; if passenger scales are not available, you may ask the passenger for their weight. See the DTR for additional instructions.).

In preparation for this flight, you are required to provide a complete manifest in the attached format. Please ensure all data elements, including the Emergency Point of Contact (EPC), IAW the Aviation Disaster Family Assistance Act, 49 USC 4113 are included. The EPC data should be the name of a person and phone number of someone not traveling with the passenger who can be contacted in the event there is an aircraft mishap (NOTE: Reference to an organization or a person's DD Form 93, Record of Emergency Data, are not acceptable substitutes for current EPC information.) In the event you do not have Global Air Transportation Execution System (GATES) access to create your manifest, please e-mail the completed manifest to passenger.manifest@scott.af.mil or fax to DSN 576-3530. Failure to provide a complete manifest to the contract airlift carrier prior to departure will result in a mission delay.

**TRAFFIC MANAGEMENT OFFICER
COMMON QUESTIONS AND ANSWERS ABOUT
SCHEDULED SERVICE AND
ASSOCIATED SUPPLEMENTAL BUS
(CURRENT A/O 28 April 06)**

What is the governing directive for scheduled service?

- Group movements on scheduled service airlines are subject to the terms and conditions of the Military Air Transportation Agreement.

What if I have changes to my requirement?

- Changes include such items as increased/decreased passenger count, changing a trip date and seat cancellation (partial or total). Please contact Ms Stacey Chaffin, Ms Lynn Del Vecchio, Ms Sarah Haessig, or Ms Debbie Wagener at 618-229-4770 or DSN 779-4770.

What if the passengers require supplemental bus?

- HQ AMC/A3KRD will award supplemental buses to coincide with your requirement. It is important to identify this information ASAP.

If there are any questions or changes after the requirement has been finalized, whom do I call?

- During normal duty hours, contact the Contract Administrators for Domestic Airlift, HQ AMC/A3KRD, 618-229-4770. The FAX number for HQ AMC/A3KRD is 618-256-2804. It is important to give the ACO the MRN, airline name, and supplemental bus information.

Who do I call when there are AMC contracted supplemental bus issues that arise after normal duty hours?

- After normal duty hours, contact the Tanker Airlift Control Center (TACC). Telephone number for the TACC Channel Duty Officer is: 618-229-0321 or 800-247-6625, X0321. The TACC duty officer will then contact the appropriate contract airlift duty officer.

What does the contract airlift duty officer do?

- The contract airlift duty officer has the authority to make any decision about supplemental bus. To help the duty officer, please have your ground transportation trip date(s), Sup MRN, Associated Movement (i.e., air carrier) and Symbol handy.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 1E		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		7. ADMINISTERED BY (If other than Item 6) CODE		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004			
				10B. DATED (SEE ITEM 13) 01/Nov/2005			
CODE 1WVA5		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 ACKNOWLEDGEMENT 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)

HQ0302

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

(X)	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.
X	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).
	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 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE CONTINUATION 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)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> (Signature of Contracting Officer)	16C. DATE SIGNED 14 Aug 06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this administrative modification is to move money on the flying hour SLINs as follows:

a. Increase the number of hours under SLIN 1002AC from 950 to 988. The dollar amount is hereby increased \$25,251.00 from \$631,275.00 to \$656,526.00.

b. Decrease the number of hours under SLIN 1002AD from 1,899 to 1,861. The dollar amount is hereby decreased \$25,251.00 from \$1,261,885.50 to \$1,236,634.50.

2. Remove page 2 from Delivery Order 0004 and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

3. The dollar amount obligated under this Delivery Order is unchanged as a result of this modification.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

FA4428-04-D-0036-0004-1E

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Aug 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Aug 06)	10	MO	\$867,147.10	\$8,671,471.00
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 988	HR	\$664.50	Estimated \$656,526.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 1,861	HR	\$664.50	Estimated \$1,236,634.50
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Aug 06)	Estimated 506,800	DO	\$1.00	Estimated \$506,800.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 1F		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009D	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004 X 10B. DATED (SEE ITEM 13) 01/Nov/2005		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
AC: 21620200000076-2084135197.0000022NL8334G4MIPR6A34G4000934G483809076 HQ0302

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

- (X) 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.
- X 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).
- 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 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE CONTINUATION 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)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12 Sep 06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

The purpose of this administrative modification is to move money on the flying hour SLINs as follows:

a. Increase the number of hours under SLIN 1002AC from 988 to 990. The dollar amount is hereby increased a total of \$1,329.00 from \$656,526.00 to \$657,855.00.

b. Decrease the number of hours under SLIN 1002AD from 1,861 to 1,859. The dollar amount is hereby decreased a total of \$1,329.00 from \$1,236,634.50 to \$1,235,305.50.

2. Remove page 2 from Delivery Order 0004 and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

3. The dollar amount obligated under this Delivery Order is unchanged as a result of this modification.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0004-1F

NAME OF OFFEROR OR CONTRACTOR
PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Aug 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Aug 06)	10	MO	\$867,147.10	\$8,671,471.00
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 990	HR	\$664.50	Estimated \$657,855.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 1,859	HR	\$664.50	Estimated \$1,235,305.50
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Aug 06)	Estimated 506,800	DO	\$1.00	Estimated \$506,800.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 1G	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009D	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott APB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0004		
		X 10B. DATED (SEE ITEM 13) 01/Nov/2005		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AC: 21620200000076-2084135197.0000022NL6334G4MIPR6A34G40009340483809076

HQ0302

Net Decrease: -\$0.50

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

D. 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.)
SEE CONTINUATION 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) (b)(6) V.P.	16A. NAME AND TITLE OF SIGNER (Type or print) SUZANNE M. MUDD-YARBER (618) 229-4770 Suzanne.Mudd-Yarber@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 11/8/06
16B. UNITED STATES OF AMERICA BY Suzanne M. Mudd-Yarber (Signature of Contracting Officer)	16C. DATE SIGNED 08/Nov/06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to reduce the number of hours on SLIN 1002AD and increase CLIN 1004 as follows:

a. The number of hours under SLIN 1002AD is reduced from 1,859 to 1,776. The dollar amount is hereby reduced \$55,153.50 from \$1,235,305.50 to \$1,180,152.00.

b. CLIN 1004 is hereby increased \$55,153.00 from \$506,800.00 to \$561,953.00.

2. Remove page 2 from Delivery Order 0004 and replace with the attached page 2. Changes are identified with a vertical line in the right margin of the text.

3. The total dollar amount of this Delivery Order is reduced \$.50 from \$11,249,997.50 to \$11,249,997.00.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

FA4428-04-D-0036-0004-1G

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Aug 06) Demobilization Costs				
0001AB	Demobilization Costs	1	LO	\$178,566.00	\$178,566.00
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Aug 06)	10	MO	\$867,147.10	\$8,671,471.00
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 990	HR	\$664.50	Estimated \$657,855.00
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Aug 06)	Estimated 1,776	HR	\$664.50	Estimated \$1,180,152.00
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Aug 06)	Estimated 561,953	DO	\$1.00	Estimated \$561,953.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009F	5. PROJECT NO (If applicable)
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770		CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005 X 10B. DATED (SEE ITEM 13) 14/AUG/2006	
CODE 1WVA5		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 ACKNOWLEDGEMENT 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)
 AC: 21620200000762084P135197.0000022HL0334Q4MIPR6A34G400090907614Q483
 Net Increase: \$989,680.00

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

(X) 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 date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE CONTINUATION 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) (b)(6) VICE President	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. DATE SIGNED (b)(6) 8/31/06 (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes 31 Aug 06 (Signature of Contracting Officer)

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is to add two CASA 212 aircraft to the contract. As a result of this addition, the following changes to Delivery Order 0005 are made:

- a. Incorporate SLINs 1006AB and 1010AB for Monthly Service.
 - b. Revise the number of estimated flying hours under the unpressurized aircraft SLINs 1007AB and 1011AB. SLINs 1007AA and 1011AA for the pressurized aircraft flying hours are revised to allow for increased utilization.
 - c. Revise the unit price under SLINs 1007AB and 1011AB from \$664.50 to \$673.60 to reflect an average monthly cost for the two additional aircraft and the two contracted aircraft.
 - d. Incorporate SLINs 1009AB and 1013AB for mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - e. Incorporate SLINs 1009AC and 1013AC for de-mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - f. CLIN 1012, Reimbursable Expenses FY07 Funds (Estimate), is increased by \$100,000.00 from \$300,000.00 to \$400,000.00.
2. Reference FAR 52.232-18, Availability of Funds. Funds are not presently available for FY07. A delivery order for the FY07 period (1 October 2006 through 28 February 2007) will be issued when funds become available. The estimated value of FY07 is \$5,803,690.00.
3. Remove pages 2, 3 and 4 from Delivery Order 0005 and replace with the attached pages. Changes are identified by a vertical line in the right margin of the text.
4. The dollar amount obligated under this Delivery Order is hereby increased \$989,680.00 from \$1,383,353.10 to \$2,373,033.10.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 01/Oct/2006	4. REQUISITION/PURCHASE REQ. NO. MIPR7A34G40001	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005	
			10B. DATED (SEE ITEM 13) 14/Aug/2006	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AE: 08A-2084 P135197.000022NL 8334G4 MIPR7A34G40001

HQ0302

Net Increase: \$2,599,999.70

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

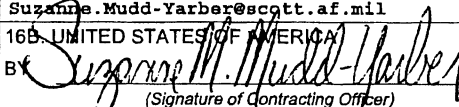
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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.)

- The purpose of this modification is to provide funding for performance from 1 October 2006 through 31 October 2006.
- Remove pages 3 and 4 from Delivery Order 0005 and replace with the attached pages 3 and 4. Changes are identified with a vertical line in the right margin of the text.
- The total dollar amount obligated under this Delivery Order is increased \$2,599,999.70 from \$2,373,033.10 to \$4,973,032.80.

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 SIGNER (Type or print) SUZANNE M. MUDD-YARBER (618) 229-4770 Suzanne.Mudd-Yarber@scott.af.mil
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 01/Oct/2006

NSN 7540-01-152-9070

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PREVIOUS EDITION UNUSABLE

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

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 02

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB	Mobilization Costs for 2 CASA 212s (1 Oct 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC	Demobilization Costs for 2 CASA 212s (1 Oct 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
OPTION TO EXTEND SERVICES (FY07 FUNDS) (1 Oct 06 – 31 Oct 06)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 – 31 Oct 06)	1	MO	\$867,147.10	\$ 867,147.10
1010AB	Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 – 31 Oct 06)	1	MO	\$477,120.00	\$ 477,120.00
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan				
1011AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 – 31 Oct 06)	Estimated 170	HR	\$ 664.50	\$ 112,965.00
1011AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 – 31 Oct 06)	Estimated 226	HR	\$ 673.60	\$ 152,233.60

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 02

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 31 Oct 06)	Estimated 110,748	DO	\$ 1.00	\$ 110,748.00
1012AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1012AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1012AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE “REIMBURSABLE” CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1013	Demobilization Costs FY07 Funds				
1013AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 31 Oct 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1013AB	Demobilization Costs for 2 CASA 212s (1 Oct 06 – 31 Oct 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1013AC	Mobilization Costs for 1 CASA 212 (1 Oct 06 – 31 Oct 06)	1	LO	\$ 116,870.00	\$ 116,870.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE See Block 16C FA4428	4. REQUISITION/PURCHASE REQ. NO. MIPR7A34G40001	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005	
			X 10B. DATED (SEE ITEM 13) 14/Aug/2006	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
AE: 09A-2084 P135197.000022HL 8334G4 MIPR7A34G40001
HQ0302
Net Increase: \$350,609.40

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

(X) 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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)
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 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) (b)(6)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/ISSUING OFFICE (b)(6) V.P. (Signature of person authorized to sign)	15C. DATE SIGNED 10/19/06
16B. UNITED STATES OF AMERICA BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)	16C. DATE SIGNED 10/19/06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to increase the flying hours on SLIN 1011AA from 170 hrs to 270 hrs and SLIN 1011AB from 226 hrs to 645 hrs. CLIN 1012 is increased by \$1,921.00 from \$110,748.00 to \$112,669.00.
2. Paragraph 3 in modification 02 to Delivery Order 0005 is incorrect. The paragraph read "The total dollar amount obligated under this Delivery Order was increased \$2,599,999.70 from \$2,373,033.10 to \$4,973,032.80. It should have read "The total dollar amount obligated under this Delivery Order was increased \$2,249,389.70 from \$2,373,033.10 to \$4,622,422.80.
3. Remove pages 3 and 4 from the basic Delivery Order 0005 and replace with the attached pages. Changes are identified with a vertical line in the right margin of the text.
4. As a result of this modification, SLIN 1011AA is increased \$66,450.00 from \$112,965.00 to \$179,415.00. SLIN 1011AB is increased \$282,238.40 from \$152,233.60 to \$434,472.00. CLIN 0012 is increased \$1,921.00 from \$110,748.00 to \$112,669.00. The total amount of Delivery Order 0005 is hereby increased \$350,609.40 from \$4,622,422.80 to \$4,973,032.20.

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 03

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Sep 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB	Mobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC	Demobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
OPTION TO EXTEND SERVICES (FY07 FUNDS) (1 Oct 06 – 31 Oct 06)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 – 31 Oct 06)	1	MO	\$867,147.10	\$ 867,147.10
1010AB	Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 – 31 Oct 06)	1	MO	\$477,120.00	\$ 477,120.00
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan				
1011AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 – 31 Oct 06)	Estimated 270	HR	\$ 664.50	\$ 179,415.00
1011AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 – 31 Oct 06)	Estimated 645	HR	\$ 673.60	\$ 434,472.00

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 03

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 31 Oct 06)	Estimated 112,669	DO	\$ 1.00	\$ 112,669.00
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1012AA Fuel.
The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1012AB Food and Lodging for Contractor Personnel.
In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1012AC Airport Fees.
In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN,
ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.

1013	Demobilization Costs FY07 Funds				
1013AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 31 Oct 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1013AB	Demobilization Costs for 2 CASA 212s (1 Oct 06 – 31 Oct 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1013AC	Mobilization Costs for 1 CASA 212 (1 Oct 06 – 31 Oct 06)	1	LO	\$ 116,870.00	\$ 116,870.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 04			3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MTPR7A34G40001B
5. PROJECT NO. (If applicable)				
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA442B	7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA442B-04-D-0036-0005	
			(X) 10B. DATED (SEE ITEM 13) 14/Aug/2006	
CODE LWVAS	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 ACKNOWLEDGEMENT 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)

AE: 2172020 0000 08A-2084 P135197.0000 22NL 833404 MTPR7A34G40001 34G403 809076

HQ0302

Net Increase: \$1,299,999.10

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)
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 provide funding for performance from 31 October through 30 November 2006. SLINS 1010AA and 1010AB are increased and CLIN 1012 is decreased \$44,268.00.
- Remove pages 3 and 4 from Delivery Order 0005 and replace with the attached pages 3 and 4. Changes are identified with a vertical line in the right margin of the text.
- The total dollar amount obligated under this Delivery Order is increased \$1,299,999.10 from \$4,973,032.20 to \$6,273,031.30.

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) (b)(6) V.R.	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 10/31/06
15D. UNITED STATES OF AMERICA BY Elaine M Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/06

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 04

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE “REIMBURSABLE” CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Sep 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB	Mobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC	Demobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
OPTION TO EXTEND SERVICES (FY07 FUNDS) (1 Oct 06 – 30 Nov 06)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 – 30 Nov 06)	2	MO	\$867,147.10	\$ 1,734,294.20
1010AB	Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 – 30 Nov 06)	2	MO	\$477,120.00	\$ 954,240.00
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan				
1011AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 – 30 Nov 06)	Estimated 270	HR	\$ 664.50	\$ 179,415.00
1011AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 – 30 Nov 06)	Estimated 645	HR	\$ 673.60	\$ 434,472.00

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 04

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 30 Nov 06)	Estimated 68,401	DO	\$ 1.00	\$ 68,401.00
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1012AA **Fuel.**

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1012AB **Food and Lodging for Contractor Personnel.**

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1012AC **Airport Fees.**

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

**WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN,
ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.**

1013 **Demobilization Costs FY07 Funds**

1013AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 30 Nov 06)	1	LO	\$ 178,566.00	\$ 178,566.00
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1013AB	Demobilization Costs for 2 CASA 212s (1 Oct 06 – 30 Nov 06)	1	LO	\$ 233,740.00	\$ 233,740.00
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1013AC	Mobilization Costs for 1 CASA 212 (1 Oct 06 – 30 Nov 06)	1	LO	\$ 116,870.00	\$ 116,870.00
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR7A34G40001C	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005 X 10B. DATED (SEE ITEM 13) 14/Aug/2006	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
 AE: 2172920 0000 OBA-2004 P135197.0000 22NL 8334G4 MIPR7A34G40001 34G483 809076 HQ0302
 Net Increase: \$2,899,999.90

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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 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) (b)(6) V.R.	16A. NAME AND TITLE OF SIGNER (Type or print) SUZANNE M. MUDD-YARBER (618) 229-4770 Suzanne.Mudd-Yarber@scott.af.mil
15B. CONTRACTOR/ISSUING OFFICE (b)(6)	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 11/8/06	16C. DATE SIGNED 9/11/06
(Signature or person authorized to sign)	(Signature of Contracting Officer)

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to provide funding through 31 December 2006. SLINs 1010AA, 1010AB, 1011AA, 1011AB and CLIN 1012 are increased as follows:

- a. SLIN 1010AA is increased \$867,147.10 from \$1,734,294.20 to \$2,601,441.30.
- b. SLIN 1010AB is increased \$477,120.00 from \$954,240.00 to \$1,431,360.00.
- c. The number of hours on SLIN 1011AA is increased from 270 to 600 resulting in an increase of \$219,285.00 from \$179,415.00 to \$398,700.00.
- d. The number of hours on SLIN 1011AB is increased from 645 to 1,988 resulting in an increase of \$904,644.80 from \$434,472.00 to \$1,339,116.80.
- e. CLIN 1012 is increased \$431,803.00 from \$68,401.00 to \$500,204.00.

2. Remove pages 3 and 4 and replace with the attached pages 3 and 4. Changes are identified with a vertical line in the right margin of the text.

3. This modification results in an increase of \$2,899,999.90 from \$6,273,031.30 to \$9,173,031.20.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR7A34G40001D	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/AJXR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE PA4428	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. PA4428-04-D-0036-0005 X 10B. DATED (SEE ITEM 13) 14/AUG/2006	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

AE: 2172020 0000 08A-2084 P135197.0000 22NL 833404 MIPR7A34G40001 340493 809076

HQ0302

Net Increase: \$2,899,999.10

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

(X) 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 date, 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 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)
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 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) (b)(6) V.R.	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 12/21/06
16B. UNITED STATES OF AMERICA BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)	16C. DATE SIGNED 21 Dec 06

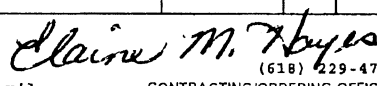
NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to provide funding through 28 February 2007. SLINs 1010AA, 1010AB, 1011AA, 1011AB and CLIN 1012 are increased as follows:
 - a. SLIN 1010AA is increased \$1,734,294.20 from \$2,601,441.30 to \$4,335,735.50.
 - b. SLIN 1010AB is increased \$954,240.00 from \$1,431,360.00 to \$2,385,600.00.
 - c. The number of hours on SLIN 1011AA is increased by 10 hours from 600 to 610 resulting in a dollar increase of \$6,645.00 from \$398,700.00 to \$405,345.00.
 - d. The number of hours on SLIN 1011AB is increased by 227 hours from 1,988 to 2,215 resulting in a dollar increase of \$152,907.20 from \$1,339,116.80.00 to \$1,492,024.00.
 - e. CLIN 1012 is increased \$51,913.00 from \$500,204.00 to \$552,117.00.00.
2. Remove pages 3 and 4 and replace with the attached pages 3 and 4. Changes are identified with a vertical line in the right margin of the text.
3. This modification results in an increase of \$2,899,999.40 from \$9,173,031.20 to \$12,073,030.60.

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 4	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036			2. DELIVERY ORDER/CALL NO. 0005		3. DATE OF ORDER/CALL (YYYYMMDD) 20060901		4. REQUISITION/PURCH REQUEST NO. MIPR6A34G40009E		5. PRIORITY		
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB. IL 62225-5302 Deborah J. Wagener (618) 229-4770			CODE FA4428		7. ADMINISTERED BY (If other than 6) CODE			8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR PRESIDENTIAL AIRWAYS, INC. NAME 1371 GENERAL AVIATION DRIVE AND ADDRESS MELBOURNE, FL 32935-6332			CODE 1WVA5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- VANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS				
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15				
14. SHIP TO			CODE		15. PAYMENT WILL BE MADE BY DFAS-RO-FPT 325 Brook Road Rome, NY 13441-4527			CODE HQ0302		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE		<input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYYYMMDD) _____ <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AC: 216202000000762084P135197.0000022NL8334G4MIPR6A34G40009S0907634G483											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		AC: 1006AA, 1007AA, 1007AB, 1008, 1009AA									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA ELAINE M. HAYES BY: Elaine.Hayes@scott.af.mil				 (618) 229-4770 CONTRACTING/ORDERING OFFICER		25. TOTAL \$1,383,353.10	
								26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: _____											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER						g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
						31. PAYMENT				34. CHECK NUMBER	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
OPTION TO EXTEND SERVICES (FY06) (1 Sep 06 – 30 Sep 06) MIPR 6A34G40009E					
1006	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1006AA	Monthly Service FY06 Funds (1 Sep 06 - 30 Sep 06)	1	MO	\$867,147.10	\$ 867,147.10
1007	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1008AA below.				
*Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1007AA	Pressurized Aircraft Flying Hours FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 130	HR	\$ 664.50	\$ 86,385.00
1007AB	Unpressurized Aircraft Flying Hours FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 190	HR	\$ 664.50	\$ 126,255.00
1008	Reimbursable Expenses FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 125,000	DO	\$ 1.00	\$ 125,000.00
1008AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1008AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs (1 Sep 06 – 30 Sep 06)	178,566	DO	\$ 1.00	\$ 178,566.00

OPTION TO EXTEND SERVICES (FY07) (1 Oct 06 – 28 Feb 07)

**THESE CLINS/SLINS WILL BE OBLIGATED UNDER SEPARATE MODIFICATION WHEN FY07 FUNDS ARE AVAILABLE.
FAR 52.232-18, AVAILABILITY OF FUNDS**

1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds (1 Oct 06 - 28 Feb 07)	5	MO	\$867,147.10	\$4,335,735.50

1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below.				
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*** Anticipated Routes:**

Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1011AA	Pressurized Aircraft Flying Hours FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 650	HR	\$ 664.50	\$ 431,925.00
1011AB	Unpressurized Aircraft Flying Hours FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 950	HR	\$ 664.50	\$ 631,275.00
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 28 Feb 07)	Estimated 300,000	DO	\$ 1.00	\$ 300,000.00

1012AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
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1012AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
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1012AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
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**WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN,
ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Demobilization Costs FY07 Funds				
1013AA	Demobilization Costs (1 Oct 06 – 28 Feb 07)	178,566	DO	\$ 1.00	\$ 178,566.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. A00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-2489		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. PA4428-04-D-0036			
				10B. DATED (SEE ITEM 13) 20/Sep/2004			
CODE 1WVA5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) HQ0302							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" 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), Contract Terms and Conditions - Commercial (Feb 02) <input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE CONTINUATION 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) <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div> (b)(6) <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div> (b)(6)		16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil	
15C. DATE SIGNED 5/17/2005		16B. UNITED STATES OF AMERICA BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)	
		16C. DATE SIGNED 5/17/2005	

NSN 7540-01-152-9970

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is to make the following changes:

a. Page 2, Continuation of SF 1449, paragraph 3, Block 25 - Accounting and Appropriation Data is revised to add the Fund Citation for FY05, ACRN AB, paragraph 3. (a) and the FY05 MIPR number to paragraph 3. (b).

b. FAR Clause 52.245-4, Government Furnished Property (Short Form) (Jun 2003) has been incorporated. As a result of the addition of this clause, all subsequent paragraphs are renumbered.

c. Page 19 of contract is revised to add Attachment 3, GFE listing and Attachment 4, Sample of Request for authorization to Place Official CONUS/OCNUS DSN Calls.

d. Revise cover sheet of Attachment 1, Statement of Work (SOW) to incorporate the date of the following revisions being made.

e. Revise page i of the Statement of Work Table of Contents to add Common Access Cards (CAC) to 4.5.

f. Revise line 4 in paragraph 1.1.2. to read "at" Bagram Air Base vs. "in" Bagram Air Base and the word "Normally" has been added to the start of the last sentence. Two sentences have been added at the end of this paragraph to read "If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere."

g. Revise paragraph 1.2.2. to add "must be capable of carrying" in lieu of must carry.

h. Paragraph 1.2.2.1 is revised to state that the unpressurized aircraft shall have an "onboard" passenger oxygen system.

i. Revise paragraph 1.2.3. to add "must be capable of carrying" in lieu of must carry.

j. The second sentence in paragraph 1.3.1 is revised to read "Interim Clearances are acceptable initially".

k. Revise paragraph 1.3.3. in the SOW to correct typographical error.

l. Paragraph 1.3.4. is added to the Statement of Work.

m. Paragraph 1.6.3. has been revised to read "All cargo will be floor loaded or loaded on skids, where equipment is available".

n. Revise the first sentence of paragraph 1.9.1 to read "Contractor will be required to provide to the Movement Control Team (MCT) at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone".

o. Paragraph 2, Service Delivery Summary (SDS) is revised to incorporate two SDS Performance Objectives.

p. Paragraph 3.1.6. is now numbered 3.1.8. The new paragraph 3.1.6. adds that a Defense Switch Network (DSN) line will be provided by Patrick AFB.

q. Paragraph 3.1.7. adds "JP-8 Fuel at operating sites where available".

r. Paragraph 3.2 of the SOW is changed to add the word property after services and US preceding Government.

s. Paragraph 3.2.1. is revised to read "JP-8 Fuel".

t. Paragraph 3.2.3 is changed to read "Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available."

- u. Paragraph 3.2.5. is revised to add "/Work Space: (4 each)".
- v. Paragraph 3.2.6. is revised to add: Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.
- w. Paragraph 3.2.10. now reads: (3 each) Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.
- x. Paragraphs 3.2.11. through 3.2.17. have been incorporated into the SOW.
- y. Paragraph 4.3.2. has been incorporated into Attachment 1, SOW.
- z. Paragraphs 4.5. and 4.5.2 are revised to add Common Access Cards (CAC)
- aa. The POC for issuance of Geneva Convention cards and CAC Cards discussed in Paragraph 4.5.2. has been changed.
- ab. The second sentence of Paragraph 4.6.1. has been revised to read "Bagram Airbase Operations Centers" vs. "Air Mobility Division, Al-Udeid, Qatar".
- ac. Appendix 4, CJTF-76 General Order Number 1 - Punitive Prohibitions, which was inadvertently omitted from the contract when issued is hereby incorporated.
- ad. Replace Attachment 2 with the attached Attachment 2.
- ae. Attachment 3, Government Furnished Equipment, is hereby incorporated into the contract.
- af. Attachment 4, Sample of Request for Authorization to Place Official CONUS/OCONUS DSN calls is incorporated into the contract.

2. Replace pages as follows:

Delete	Insert
Page 2 of the contract	Page 2 of the contract
Pages 12 - 19 of the contract	Pages 12 - 19 of the contract
Attachment 1 - Statement of Work	Attachment 1 - Statement of Work
	Appendix 4
Page 1 of 1 of Attachment 2	Page 1 of 1 of Attachment 2
	Attachment 3
	Attachment 4

Changes are identified with a vertical line in the right margin.

3. There is no change to the contract price as a result of these changes.

**CONTINUATION OF THE SF 1449
(BLOCKS 18, 20, AND 25)**

1. BLOCK 18b—ADDRESS TO SUBMIT INVOICES

All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page 14) and Routing Sheet, Attachment 2. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.

2. BLOCK 20—SCHEDULE OF SERVICES

(a). The period of performance for the base year period shall begin 20 Sep 04 and proceed through 31 Aug 05 unless otherwise specified. For option year one, the period of performance shall begin 01 Sep 05 and proceed through 31 Aug 06. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

(b). Ordering: All services furnished under this contract shall be ordered through the issuance of a written task order for the estimated flying hours. The Contracting Officer is the only one authorized to issue task orders against this contract. The Air Mobility Division (AMD), Al-Udeid, Qatar will designate Quality Assurance Personnel at Bagram that shall be responsible for scheduling daily missions with the contractor and providing documentation to validate contractor services.

3. BLOCK 25—ACCOUNTING AND APPROPRIATION DATA

(a). The fund citation for this contract is as follows:

AA 2122020 0000 76-2084 P135197.00 2540 8334AVMIPR4M25400204 34AV83 S09076

AB 2142220 0000 76-2084 P135197.00 2540 8364AV 64AV83 S09076

(b). MIPR4M25400204 – FY04
MIPR5A25400002 – FY05

(b). The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

<u> X </u>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<u> X </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u> </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<u> </u> Alternate I) (MAR 2000) (<u> </u> Alternate II) (MAR 2000) (<u> </u> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<u> </u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c). In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

18. DFARS 252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (IAW DFARS 225.7402)	JUN 1998	
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For the purposes of this clause, the blank(s) are completed as follows:

(c). HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.

19. DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS) (IAW DFARS 233.215-70)	JUN 1997	
20. DFARS 252.243-7001	PRICING OF CONTRACTOR MODIFICATIONS (IAW DFARS 243.205-70)	DEC 1991	

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, if effect on the date of this contract, apply.

21. AFFARS 5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (IAW AFFARS 5323.804)	APR 2003	
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(c). The requiring activity has obtained Senior Acquisition Official (SAO) approval to permit the contractor to use the following Class I ODS(s): None

22. AFFARS 5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (IAW AFFARS 5323.9001)	JUN 1997	
23. AFFARS 5352.223-9002	REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES (IAW AFFARS 5323.9201)	APR 2003	
<p>(b). Within <u>30 calendar days</u> after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.</p>			
24. AMCFARS 5352.247-1000 (AMC)	AIR SAFETY (IAW AMCFARS 5347.4-100(a))	DEC 2002	
25. AMCFARS 5352.247-1001 (AMC)	REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION - ALTERNATE I (DEC 2002) ALTERNATE II (AUG 1999) (IAW AMCFARS 5347.4-100(d))	DEC 2002	
26. AMCFARS 5352.247-1002 (AMC)	CONTRACTOR'S FAILURE TO PROVIDE SERVICE - ALTERNATE II (AUG 1999) (IAW AMCFARS 5347.4-100(g))	OCT 1994	
27. AFFARS 5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS	APR 2003	

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

**28. AFFARS 5352.242.9000 CONTRACTOR ACCESS TO
AIR FORCE INSTALLATIONS**

JUN 2002

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

29. PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within

the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

30. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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STATEMENT OF WORK (SOW)

SHORT TAKE-OFF AND LANDING (STOL) SERVICES

24 August 2004
Revision 1, dated 10 May 2005

HEADQUARTERS AIR MOBILITY COMMAND

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5. Appendices

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- Appendix 4 CJTF-76 General Order Number 1

1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.4. The Government anticipates contracting for up to a maximum of 2190 flight hours per quarter.

1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the QAP and contractor.

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide unpressurized and pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold

temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.

1.2.6. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).

1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1 as set forth in Appendix 4, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintains proficiency in accordance with FAR 135.

1.3.4. Contractor will provide enough personnel to complete the missions.

1.4. Aircraft Maintenance. Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Passenger Service.

1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 8'x 3'x 3' with gross weight of 300 lbs each.

1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6.3. All cargo will be floor loaded or loaded on skids, where equipment is available.

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

1.8.3. Comply with FAA guidelines including cargo nets and placement of passengers.

1.8.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% of Missions Completed Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Appendix 1, Para 2.0	100% Accurate, Complete, and On time.
Contractor shall maintain Passenger manifest until mission is complete	Para. 1.5.3. and 3.1.3.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.3	100% of Missions

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt, Manas and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Contractor is authorized to utilize DOD voice communications via Defense Switched Network (DSN). A DSN line will be provided (on-netting) by the base operator at Patrick AFB, FL for C2 – Command and Control, STOL contract issues only. The base operator shall also off-net incoming overseas DSN calls to only the local area commercial number identified by the contractor via letter. No calls will be allowed for personal business or general company issues. An official letter (see mandatory format provided in Attachment 4) will be prepared identifying each contractor employee requiring DSN access. Any updates or changes in personnel will require submission of a new letter (no modification letters). All incoming DSN calls are tracked/logged by the base operator. Any type of non-compliance will result in having these privileges revoked.

3.1.7. JP-8 Fuel at operating sites where available.

3.1.8. Other services/property as approved by the installation commander.

3.2 Services/Property at Bagram AB, Afghanistan The US Government will provide the following services/property at Bagram.

3.2.1. JP-8 Fuel.

3.2.2. Ramp Space.

3.2.3. Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting/Work Space: (4 each) Wooden shelters with beds (B-huts).

3.2.6. Class I Subsistence: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day. Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection.

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. (3 each) Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11. (3 each) FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. One self drive vehicle (van) large enough to transport at least 7 people in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. Weapons – Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment. The US Military will train the contractor on the Rules of Engagement (ROE), Law of Armed Conflict, Use of Force, and use and function of the weapon to include live fire.

3.2.15. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.16. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.17. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.4. Facility Security Clearance: Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

4.2.5. Personnel Security Clearance: Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

4.2.6. Operations Security (OPSEC): The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

4.2.7. Contractor Company Personnel And Company Facility Security Officer (FSO): The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.

4.2.8. Authentication Materials: Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.

4.2.9. Aircraft Physical Security: Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit

crewmembers access to their aircraft.

4.2.9.1. Aircraft Security: The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.

4.2.9.2. Aircraft Identification: Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a CENTCOM/CENTAF force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, NOTAMS, terrain, crew experience, and tactical situation) to include surface to air threats and airfield attacks prior to launch to make an accurate risk assessment of each flight. The contractor shall keep the risk assessments on the file for 1 year.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC):

4.5.1. Passports: All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card) and Common Access Cards (CAC): Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel and a CAC Cards. Contractor personnel will be required to contact HQ AMC/A34YMB at 618-229-4770 to coordinate processing for issuance of Geneva Convention Identity Cards and CAC Card prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. Personnel Authorized To Receive The Geneva Conventions Card: Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Bagram Airbase Operations Centers.

4.7. Aircrew Duty Day Requirements

4.7.1. **Scheduling Limits:** Crew duty will be limited to 14 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.

4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.

4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.

4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. Flying In Controlled Airspace

4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. Fire Containment Covers

4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

4.11. Authority To Leave Unsafe Aircraft: According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

4.12.1. Flight Hour Workload: The Government's estimate is for 2,190 flight hours per quarter or 8,760 flight hours per year.



DEPARTMENT OF DEFENSE
HEADQUARTERS, COMBINED/JOINT TASK FORCE (CJTF)-76
BAGRAM AIRFIELD, AFGHANISTAN
APO AE 09354

REPLY TO
ATTENTION OF:

CJTF-76-SJA

15 May 2004

MEMORANDUM FOR All Combined/Joint Task Force (CJTF) – 76 Personnel

SUBJECT: CJTF-76 General Order Number 1 – Punitive Prohibitions

1. References.

- a. CENTCOM General Order Number 1A.
- b. Combined Forces Command-Afghanistan General Order Number 1.
- c. Combined/Joint Task Force-76 General Order Number 1A – Service member and Community Standards.

2. General. This General Order proscribes certain conduct for CJTF-76 personnel, and all personnel assigned to or visiting Bagram Airfield, Kandahar Airfield, and other military installations under the control of CJTF-76. This policy supplements CENTCOM's General Order Number 1A and Combined Forces Command-Afghanistan General Order Number 1. This order will be further supplemented as needed by Base Commanders. United States and coalition force commanders are expected to enforce the provisions of this order.

3. Applicability. Except where specifically stated, this policy applies to:

- a. All United States military personnel, U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States, and coalition forces (military and civilians accompanying the military) assigned or attached to CJTF-76 while in the CJTF-76 Combined/Joint Operational Area, and;
- b. All United States military personnel, U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States, and coalition forces (military and civilians accompanying the military) assigned to or visiting Bagram Airfield, Kandahar Airfield, and other military installations under the control of CJTF-76.

4. Punitive Order. Paragraph 5 of this order is punitive. United States forces may face administrative action, or non-judicial or judicial action under the Uniform Code of Military Justice, for violations of this policy.

GO#1-1

CJTF-76-SJA

SUBJECT: CJTF-76 General Order Number 1 (GO #1) – Punitive Prohibitions

United States and coalition civilians serving with, employed by, or accompanying the force who violate this policy may be subject to administrative action, to include termination of employment and redeployment. Coalition military forces who violate this policy will be subject to administrative or disciplinary action in accordance with their national regulations.

5. Prohibited Activities and Standards.

a. Weapons.

(1) Loaded Weapons. Unless directed otherwise by appropriate authority or required for a specific mission, individuals will not chamber a round in their individual weapon. Weapons that use magazines will have a loaded magazine locked into the weapon, but no round chambered. Individuals assigned a belt fed weapon will keep the rounds in the bandolier or ammunition carrying case.

(2) Positive personal control. Personnel issued a weapon will maintain positive personal control of their weapon at all times. "Positive personal control" means the weapon is carried by the person, or is under the control (guard) of a known individual. When outdoors, a person must carry the issued weapon exposed at all times, except the person may leave his weapon under the guard of another person when showering or conducting physical training.

b. Minefields. Damaging or removing minefield markings is prohibited. Entering an area that has not been cleared of mines is prohibited for all personnel except mine-clearing personnel in performance of their duties.

c. Alcohol. Consistent with CFC-A GO #1, individuals are prohibited from the introduction, possession, sale, transfer, manufacture, or consumption of any alcoholic beverage. Non-U.S. coalition forces authorized by their command to consume alcohol will only do so within their discrete camp area, will not allow consumption to detract from mission accomplishment, and will not introduce, sell, or transfer alcohol to U.S. military or civilian personnel under any circumstances.

d. Sex. Intimate or sexual relations between individuals who are not married to each other is prohibited.

e. Drugs and Drug Paraphernalia. Individuals are prohibited from introducing, possessing, selling, transferring, manufacturing, or using any chemical, product, or substance with the intention of obtaining an altered state of mind or an unnatural feeling of euphoria. Also prohibited are paraphernalia that is used to facilitate the manufacture or use of any such substance.

GO#1-2

CJTF-76-SJA

SUBJECT: CJTF-76 General Order Number 1 (GO #1) – Punitive Prohibitions

This is intended to prohibit the intentional misuse of certain products (e.g. paint products, glue, nitrous oxide, prescribed or over-the-counter medicines, and other similar substances) for a purpose other than for which they were manufactured. It does not apply to the use of tobacco or caffeine products.

f. Vehicle Operation.

(1) Seat belts. When available, seat belts will be worn when traveling in all vehicles.

(2) A ground guide will be used for backing all vehicles, military or civilian.

(3) Open air vehicles and heavy equipment. All personnel will wear ballistic helmet/approved safety helmet/hard hat and protective eyewear when driving or riding in any open-air vehicle (such as a Gator or 4-wheeler). Personnel operating heavy equipment (such as a forklift or other construction equipment) will wear the ballistic or approved safety helmet.

g. Smoking in tents or buildings is prohibited.

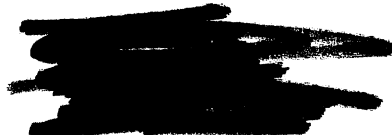
h. U.S. and Other Property.

(1) U.S. personnel are prohibited from giving host nation civilians any property belonging to the U.S. government (such as DCUs, Meals Ready to Eat (MREs), beverages, scrap wood, or other supplies) unless authorized by the Base Commander.

(2) U.S. personnel are prohibited from giving host nation civilians any personal property that is identical to or bears a strong resemblance to property belonging to the U.S. government (such as privately-owned DCUs or other uniform items) unless authorized by the Base Commander.

6. Point of contact is the CJTF-76 Staff Judge Advocate, at DSN 318-231-4016, or cjtf76.sja.ncoic@cjtf76.centcom.smil.mil.

ONE TEAM!

A large, dark, irregular redacted area covering the signature of the Major General.

Major General, USA
Commanding

GO#1-3

SOLICITATION: FA4428-04-R-0007-0003

CONTRACT: FA4428-04-D-0036

Modification A00003

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

CONTRACT FA4428-04-D-0036

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brooks Rd., Rome NY 13441-4527, Phone number 800-553-0527. Please have your contract/order number and invoice number ready when contacting them about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

1. CONTRACT NUMBER:	<input type="text" value="FA4428"/>	
2. CAGE CODE:	<input type="text" value="1WVA5"/>	
3. PAY OFFICE DODAAC:	<input type="text" value="HQ0302"/>	
4. TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>	
5.INSPECTION/ACCEPTANCE:	<input type="text" value="DESTINATION"/>	
6. ISSUE DATE:	<input type="text" value="20 Sep 04"/>	
7. ISSUE BY DODAAC:	<input type="text" value="FA4428"/>	
8. ADMIN DODAAC:	<input type="text" value="FA4428"/>	
9. INSPECT BY DODAAC:	<input type="text"/>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text" value="FA4428"/>	PLUS SIX EXT: <input type="text" value="F73YMB"/>

**GOVERNMENT FURNISHED EQUIPMENT (GFE)
FOR
AFGHANISTAN STOL PROGRAM**

Facilities

- Billeting and operations facilities – Four (4) B-Huts for billeting and operations space
- Three (3) Aircraft Parking spaces
- Conex Boxes for parts storage and flight line work area and space for storage of boxes

Communication

- Three (3) Motorola HT500 or equivalent radio for aircraft movement coordination with the JOC at CJTF-76
- One (1) SAT Phone for each aircraft
- Two (2) DSN capable phone lines for on base communication
- High frequency (HF) radio support
- Use of DSN on-net and off-net capabilities via Defense Switched Network (DSN) through the Patrick AFB switchboard Operator

Supplies (Class I)

- Meals Ready to Eat (MREs)
- Drinking Water
- Soft Drinks
- Coffee
- Fork lifts for loading and unloading
- Aircraft fuel
- AGE equipment (Generator, Fire extinguishers, 6 Chocks to Block Aircraft, Pressure Washer)
- Possible requirement for use of de-icing equipment and de-icing fluid

Transportation

- One (1) vehicle for movement of personnel to the flight line and between aircraft and parts storage area. Aircraft must accommodate a minimum of 7 passengers.

Weapons

- Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment.

SOLICITATION: FA4428-04-R-0007
CONTRACT: FA4428-04-D-0036
MODIFICATION A00003

MEMORANDUM FOR HQ AMC
ATTN: AMC/A34YMB
402 Scott Drive, Unit 3A1
Scott AFB, IL 62225-5302

FROM: Presidential Airways, Inc.
1371 General Aviation Drive
Melbourne, FL 32935-6332

SUBJECT: Request Authorization to Place Official CONUS/OCONUS DSN Calls

1. In accordance with CJSCI 6215.01 paragraph 9.6 (4) – the following individuals (contractors) require DSN on-net and off-net capabilities via Defense Switched Network (DSN), through the Patrick AFB switchboard operator. Access will be for official government business only in support of Afghanistan Short Take Off and Landing (STOL) contract FA4428-04-D-0036.

NAME

OFFICE

LAST 4 OF SSAN

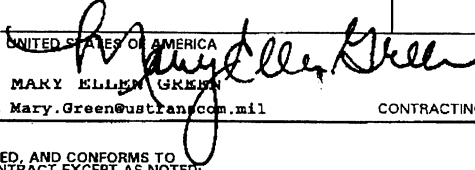
2. Privacy Act - 1974 as Amended applies - - this document contains personal information and must be protected IAW 5400.1R and is For Official Use Only.

3. This letter supersedes any/all previous letters submitted.

4. The DSN phone number calls will be made to in Afghanistan is (DSN Phone Number in Afghanistan).

5. Please direct any questions to (Contractor POC) at (Contractor Phone Number) or via e-mail to (e-mail address).

ATTACHMENT 4

ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 2					
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036		2. DELIVERY ORDER/CALL NO. 0006		3. DATE OF ORDER/CALL (YYYYMMDD) 20070223		4. REQUISITION/PURCH REQUEST NO. MIPR7A34G40001		5. PRIORITY					
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770				7. ADMINISTERED BY (if other than 6) CODE		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)							
9. CONTRACTOR NAME AND ADDRESS PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOYOCK, NC 27958				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL SMALL DISADVANTAGED WOMEN-OWNED							
12. DISCOUNT TERMS				13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15									
14. SHIP TO CODE				15. PAYMENT WILL BE MADE BY CODE HQ0302 DFAS-RO-FPT 325 Brook Road Rome, NY 13441-4527				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. DELIVERY/TYPE OF ORDER		<input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. <input type="checkbox"/> Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)					
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 17 ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AE 2172020 0000 0 8A-2084 P135197.0000 22NL 8334G4 MIPR7A34G40001 S09076													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT		
AE:		1014AA, 1014AB, 1015AA, 1015AB, 1015AB, 1016											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA  MARY ELLEN GREEN BY: Mary.Green@ustrancom.mil (618) 229-2500 CONTRACTING/ORDERING OFFICER				25. TOTAL \$14,415,047.70		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS				
f. TELEPHONE NUMBER					g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					a. DATE (YYYYMMDD)			b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			34. CHECK NUMBER		
37. RECEIVED AT					38. RECEIVED BY (Print)			39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
												42. S/R VOUCHER NO.	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0006

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	PERIOD OF PERFORMANCE EXTENSION (FY 07 FUNDS) (1 Mar 07 - 30 Sep 07) ACRN: AE Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees.)				
1014AA	Monthly Service FY 07 Funds for 2 CASA 212s and 1 Metro	7	MO	\$867,147.10	\$6,070,029.70
1014AB	Monthly Service FY 07 Funds for 2 CASA 212s.	7	MO	\$477,120.00	\$3,339,840.00
1015	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0016AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1015AA	Pressurized Aircraft Flying Hours for 1 Metro Aircraft. FY 07 Funds	Estimated 1,260	HR	\$664.50	Estimated \$837,270.00
1015AB	Unpressurized Aircraft Flying Hours for CASA 212s FY 07 Funds	Estimated 5,040	HR	\$673.60	Estimated \$3,394,944.00
1016	Reimbursable Expenses FY 07 Funds (Estimated)	Estimated 772,964	DO	\$1.00	Estimated \$772,964.00
1016AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1016AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1016AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See Block 16C FA4428	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ADMINISTERED BY CODE AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOYOCK, NC 27958-0849			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0006 10B. DATED (SEE ITEM 13) 08/Mar/2007	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

HQ0302

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 date, 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)

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.)

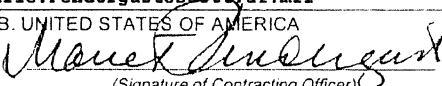
1. The purpose of this modification is to revise the fund citation in Block 17 on the DD Form 1155 for Delivery Order 0006 as follows:

FROM: AE: 2172020 0000 0 8A-2084 P135197.0000 22NL 8334G4 MIPR7A34G40001 S09076

TO: AE: 2172020 0000 0 8A-2084 P135197.0000 22NL 8334G4 MIPR7A34G40001 34G483 S09076

2. The dollar amount is unchanged as a result 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)		16A. NAME AND TITLE OF SIGNER (Type or print) MARIE PENDERGAST (618) 229-4791 Marie.Pendergast@scott.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 29 Mar 07

DD FORM 7540-01-152-9070

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

No. 2983 P. 2

Feb. 21. 2007 5:33PM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE See Block 14C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY HQ AMC/AJCR 102 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5382		7. ADMINISTERED BY (if other than item 6) Klaime M. Ryles (618) 229-4770		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332				9. SA. AMENDMENT OF SOLICITATION NO.		
				99. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036		
				10B. DATED (SEE ITEM 13) 30/Sep/2004		
CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) HD03 P2						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input checked="" 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 pricing, effort, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100(b). <input checked="" type="checkbox"/> C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties <input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCF section headings, including solicitation/contract subject matter where feasible.)						
a. The purpose of this bilateral modification is to continue operations support for 79 Forces operating in the Afghanistan Combined Joint Operating Area (CJOA) by extending the period of performance through 30 September 2007. b. CLINs 1014 through 1016 including all FUELERS charter, are hereby added. Services will be ordered under individual delivery orders. c. Reference FAR 51.133-18, Availability of Funds. Funds are not presently available for these services. Upon availability of funds, a delivery order will be issued ordering specific service and hours. d. The estimated contract amount is increased by \$14,415,047.74 from \$44,708,627.61 to \$63,123,675.11.						
Except as provided herein, all terms and conditions of this document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF SIGNER (Type or print)		15C. DATE SIGNED		15D. DATE SIGNED
(b)(6) <i>Vice President</i>		Mary Ellen Green		2/21/2007		2/21/07
(b)(6)		BY <i>Mary Ellen Green</i> (Signature of Contracting Officer)				
NSN 7540-01-102-8071 PREVIOUS EDITION UNUSABLE Created using Perform Pro software STANDARD FORM 30 (REV. 5-83) Prescribed by GSA FAR (48 CFR) 53.243						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 X 10B. DATED (SEE ITEM 13) 20/Sep/2004		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

HQ0302

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

(X) 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 date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties
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 bilateral modification is to continue operational support for US Forces operating in the Afghanistan Combined Joint Operating Area (CJOA) by extending the period of performance through 30 September 2007.
- CLINs 1014 through 1016 including all SUBCLINs thereto, are hereby added. Services will be ordered under individual delivery orders.
- Reference FAR 52.232-18, Availability of Funds. Funds are not presently available for these services. Upon availability of funds, a delivery order will be issued ordering specific service and hours.
- The estimated contract amount is increased by \$14,415,047.70 from \$48,708,627.61 to \$63,123,675.31.

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 SIGNER (Type or print)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-9070

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

FA4428-04-D-0036-P00001

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	PERIOD OF PERFORMANCE EXTENSION (FY07 FUNDS) (1 Mar 07 - 30 Sep 07) ACRN: AE Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1014AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro	Estimated 7	MO	\$867,147.10	Estimated \$6,070,029.70
1014AB	Monthly Service FY07 Funds for 2 CASA 212s	Estimated 7	MO	\$477,120.00	Estimated \$3,339,840.00
1015	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1016AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan				
1015AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds	Estimated 1,260	HR	\$664.50	Estimated \$837,270.00
1015AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds	Estimated 5,040	HR	\$673.60	Estimated \$3,394,944.00
1016	Reimbursable Expenses FY07 Funds (Estimated)	Estimated 772,964	DO	\$1.00	Estimated \$772,964.00
1016AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1016AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1016AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOYOCK, NC 27958		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036	
		X	10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)

HQ0302

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

(X)	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.
X	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).
	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 _____ copies to the issuing office.

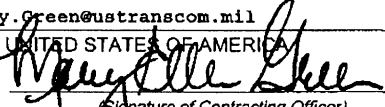
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this administrative modification is to change the Contractor's address as follows:

From: Presidential Airways, Inc. 1371 General Aviation Drive Melbourne, FL 32935-6332
To: Presidential Airways, Inc. PO Box 849 Moyock, NC 27958

b. There is no cost associated with this change, and there are no other changes to the contract as a result 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)		16A. NAME AND TITLE OF SIGNER (Type or print) MARY ELLEN GREEN (618) 229-2500 Mary.Green@ustranscom.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/22/07

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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



PRESIDENTIAL AIRWAYS

Post Office Box 849, Moyock, North Carolina 27958
252-435-0701 Phone • 252-435-0800 Fax

**Ms. Elaine Hayes
USTRANSCOM/TCAQ-R
508 Scott Drive
Scott AFB, IL 62225**

Re: Presidential Airways, Inc. Change of Address; Contract Number FA4428-04-D-0036

Dear Ms. Hayes,

Please allow this letter to serve as our official notice that Presidential Airways, Inc.'s new address for correspondence as of 5 February 2007 is:

**Presidential Airways, Inc.
PO Box 849
Moyock, North Carolina 27958**

Our main phone line is 252-435-0701 and our fax number is 252-435-0800. However, you may reach me at my direct number, 252-435-0729.

If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,

(b)(6)

Vice President /

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY HQ AMC/AJKR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770	CODE	FA4428	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOXOCK, NC 27958-0849			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 X 10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE	1WVA5	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 ACKNOWLEDGEMENT 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) HQ0302

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

(X) 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 51.212-4 (a), Contract Terms and Conditions - Commercial Items (para d) (Sep 08)

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 add language to the contract, under Paragraph 31 of the contract clauses, regarding the contractor's liability in performing air drop missions under CJTF-82s Blanket Purchase Agreement (BPA).
- Replace page 18 with the attached page 18. Changes are identified with a vertical line in the right margin.
- There is no change to the contract price as a result of this change.

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) (b)(6) Vice Pres	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACTOR OFFEROR (b)(6)	16B. UNITED STATES OF AMERICA BY Elaine M Hayes (Signature of Contracting Officer)
16C. DATE SIGNED 4/4/2007	16C. DATE SIGNED 4 Apr 07

NSN 7540-01-182-8070
PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

Received Time Apr. 4. 1:48PM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Elaine M. Hayes (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. P.O. BOX 849 MOYOCK, NC 27958-0849			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036
CODE 1WVA5 FACILITY CODE				10B. DATED (SEE ITEM 13) 20/Sep/2004

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 ACKNOWLEDGEMENT 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)

HQ0302

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

- (X) 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 date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4 (c), Contract Terms and Conditions - Commercial Items (para c) (Sep 05)
- 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 add language to the contract, under Paragraph 31 of the contract clauses, regarding the contractor's liability in performing air drop missions under CJTF-82s Blanket Purchase Agreement (BPA).
- Replace page 18 with the attached page 18. Changes are identified with a vertical line in the right margin.
- There is no change to the contract price as a result of this change.

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 SIGNER (Type or print)	
		ELAINE M. HAYES (618) 229-4770	
		Elaine.Hayes@scott.af.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY	(Signature of Contracting Officer)

SOLICITATION: FA4428-04-R-0007-0003
CONTRACT: FA4428-04-D-0036

30. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workmen's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

31. CONTRACTOR AIR DROP BPA

The following provision will apply if contractor aircraft is damaged, through no fault of the contractor, while flying air drop missions under CJTF-82's Blanket Purchase Agreement (BPA).

The Government agrees to allow the contractor up to 120 days to replace the aircraft under this contract. During this time, the Government will not hold the contractor liable for the acquisition costs of any substitute services required. However, the monthly service fee will be decreased by the total number of days the aircraft is unavailable to fly missions.

If the contractor fails to provide the required aircraft by the 120th day, the contract clause at paragraph 26, AMCFARS 5352.247-1002, Contractor's Failure to Provide Service - Alternate II will apply with full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G400097	5. PROJECT NO (If applicable)	
6. ISSUED BY HQ AMC/AJXR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005 10B. DATED (SEE ITEM 13) 14/Aug/2006		
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
 AC: 216202000000762084P135197.000002HL033404MIPR6A34G40009809076340403 HQ0302
 Net Increase: \$989,680.00

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

(X) 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 date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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 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) (b)(6) VICE President	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15C. DATE SIGNED 8/31/06	16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)
15D. DATE SIGNED 31 Aug 06	16C. DATE SIGNED

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. MIPR6A34G40009F	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036-0005	
			X 10B. DATED (SEE ITEM 13) 14/AUG/2006	
CODE 1WVA5	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 ACKNOWLEDGEMENT 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)
AC: 216202000000762084P135197.0000022NL8334G4MIPR6A34G40009S0907634G483 HQ0302
Net Increase: \$989,680.00

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

(X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.212-4(c), Contract Terms and Conditions-Commercial (Feb 02)

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 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) 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil 15C. DATE SIGNED (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA BY 16C. DATE SIGNED
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NSN 7540-01-152-9070

Created using PerForm Pro software.

PREVIOUS EDITION UNUSABLE

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

1. The purpose of this modification is to add two CASA 212 aircraft to the contract. As a result of this addition, the following changes to Delivery Order 0005 are made:

- a. Incorporate SLINs 1006AB and 1010AB for Monthly Service.
 - b. Revise the number of estimated flying hours under the unpressurized aircraft SLINs 1007AB and 1011AB. SLINs 1007AA and 1011AA for the pressurized aircraft flying hours are revised to allow for increased utilization.
 - c. Revise the unit price under SLINs 1007AB and 1011AB from \$664.50 to \$673.60 to reflect an average monthly cost for the two additional aircraft and the two contracted aircraft.
 - d. Incorporate SLINs 1009AB and 1013AB for mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - e. Incorporate SLINs 1009AC and 1013AC for de-mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
 - f. CLIN 1012, Reimbursable Expenses FY07 Funds (Estimate), is increased by \$100,000.00 from \$300,000.00 to \$400,000.00.
2. Reference FAR 52.232-18, Availability of Funds. Funds are not presently available for FY07. A delivery order for the FY07 period (1 October 2006 through 28 February 2007) will be issued when funds become available. The estimated value of FY07 is \$5,803,690.00.
3. Remove pages 2, 3 and 4 from Delivery Order 0005 and replace with the attached pages. Changes are identified by a vertical line in the right margin of the text.
4. The dollar amount obligated under this Delivery Order is hereby increased \$989,680.00 from \$1,383,353.10 to \$2,373,033.10.

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 01

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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OPTION TO EXTEND SERVICES (FY06) (1 Sep 06 – 30 Sep 06)
MIPR 6A34G40009E

1006	Monthly Service The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1006AA	Monthly Service FY06 Funds for 2 CASA 212s and 1 Metro (1 Sep 06 - 30 Sep 06)	1	MO	\$867,147.10	\$ 867,147.10
1006AB	Monthly Service FY06 Funds for new CASA 212(s) (1 Sep 06 - 30 Sep 06)	30	DA	\$ 7,952.00	\$ 238,560.00
1007	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1008AA below.				

***Anticipated Routes:**

Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1007AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 240	HR	\$ 664.50	\$ 159,480.00
1007AB	Unpressurized Aircraft Flying Hours for CASA 212s FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 500	HR	\$ 673.60	\$ 336,800.00
1008	Reimbursable Expenses FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 125,000	DO	\$ 1.00	\$ 125,000.00
1008AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1008AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1008AC **Airport Fees**
In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.

1009 Demobilization Costs FY06 Funds

1009AA Demobilization Costs for 2 CASA 212s and 1 Metro (1 Sep 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB Mobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC Demobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00

OPTION TO EXTEND SERVICES (FY07) (1 Oct 06 – 28 Feb 07)
THESE CLINS/SLINS WILL BE OBLIGATED UNDER SEPARATE MODIFICATION WHEN FY07 FUNDS ARE AVAILABLE.
FAR 52.232-18, AVAILABILITY OF FUNDS

1010 **Monthly Service.**
The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).

1010AA Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 - 28 Feb 07)	5	MO	\$867,147.10	\$4,335,735.50
1010AB Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 - 28 Feb 07)	5	MO	\$477,120.00	\$2,385,600.00

1011 **Flying Hours.**
Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below.

***Anticipated Routes:**
Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1011AA Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 1,200	HR	\$ 664.50	\$ 797,400.00
1011AB Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 4,800	HR	\$ 673.60	\$3,233,280.00

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/D.O. 0005/Modification 01

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 28 Feb 07)	Estimated 400,000	DO	\$ 1.00	\$ 400,000.00
1012AA	Fuel. The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1012AB	Food and Lodging for Contractor Personnel. In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1012AC	Airport Fees. In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE “REIMBURSABLE” CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1013	Demobilization Costs FY07 Funds				
1013AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 28 Feb 07)	1	LO	\$ 178,566.00	\$ 178,566.00
1013AB	Mobilization Costs for 1 CASA 212 (1 Oct 06 – 28 Feb 07)	1	LO	\$ 116,870.00	\$ 116,870.00
1013AC	Demobilization Costs for 2 CASA 212s (1 Oct 06 – 28 Feb 07)	1	LO	\$ 233,740.00	\$ 233,740.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00008	3. EFFECTIVE DATE See Block 16C FA4428	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/AJXR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	7. ADMINISTERED BY (If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036 10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE	1WVA5	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 ACKNOWLEDGEMENT 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) HQ0302

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 date, 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 52.212-4(c), Contract Terms and Conditions - Commercial (para. c) (Sep 05)

☐ D. 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.)
SEE CONTINUATION 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) (b)(6)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil
15B. CONTRACT/ORDER NO. (b)(6)	15C. DATE SIGNED 8/31/06
15D. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 31 Aug 06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener	CODE FA4428	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA4428-04-D-0036
				10B. DATED (SEE ITEM 13) 20/Sep/2004
CODE 1WVA5	FACILITY CODE			

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☐ 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 ACKNOWLEDGEMENT 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)

HQ0302

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

- (X) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Contract Terms and Conditions - Commercial (para. c) (Sep 05)
- 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 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)	16A. NAME AND TITLE OF SIGNER (Type or print) ELAINE M. HAYES (618) 229-4770 Elaine.Hayes@scott.af.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED (Signature of Contracting Officer)

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

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

1. The purpose of this modification is to add two CASA 212 aircraft to the contract. As a result of this addition, the following changes to the contract are made:

- a. Incorporate SLINs 1006AB and 1010AB for Monthly Service.
- b. Revise the number of estimated flying hours under the unpressurized aircraft SLINs 1007AB and 1011AB. SLINs 1007AA and 1011AA for the pressurized aircraft flying hours are revised to allow for increased utilization.
- c. Revise the unit price under SLINs 1007AB and 1011AB from \$664.50 to \$673.60 to reflect an average monthly cost for the two additional aircraft and the two contracted aircraft.
- d. Incorporate SLINs 1009AB and 1013AB for mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
- e. Incorporate SLINs 1009AC and 1013AC for de-mobilization costs for two additional CASA 212's at a price of \$116,870.00 each.
- f. Revise paragraph 1.1.4 of Attachment One, Statement Of Work (SOW), from 2,190 flight hours per quarter to 3,000 flight hours per quarter.
- g. Revise paragraphs 3.2.10, 3.2.11 and 3.2.12 of Attachment One, SOW to remove the quantities.
- h. Revise Attachment 3, Government Furnished Equipment (GFE) to remove the quantities.

2. Remove pages 6a, 6b and 6c from the basic contract, pages 1 and 5 of the SOW at Attachment 1, and Attachment 3 of the basic contract and replace with the attached pages. Changes are identified by a vertical line in the right margin of the text.

3. The estimated dollar amount under this contract is hereby increased \$6,793,369.50 from \$41,915,258.11 to \$48,708,627.61.

SOLICITATION NUMBER FA4428-04-R-0007-0003
CONTRACT NUMBER: FA4428-04-D-0036/MODIFICATION A00008

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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FY06 Contract Extension (1 Sep 06 – 30 Sep 06)

1006	Monthly Service The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1006AA	Monthly Service FY06 Funds for 2 CASA 212s and 1 Metro (1 Sep 06 - 30 Sep 06)	1	MO	\$867,147.10	\$ 867,147.10
1006AB	Monthly Service FY06 Funds for new CASA 212(s) (1 Sep 06 - 30 Sep 06)	30	DA	\$ 7,952.00	\$ 238,560.00
1007	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1008AA below.				

***Anticipated Routes:**

Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1007AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 240	HR	\$ 664.50	\$ 159,480.00
1007AB	Unpressurized Aircraft Flying Hours for CASA 212s FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 500	HR	\$ 673.60	\$ 336,800.00
1008	Reimbursable Expenses FY06 Funds (1 Sep 06 – 30 Sep 06)	Estimated 125,000	DO	\$ 1.00	\$ 125,000.00
1008AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1008AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1008AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.					
1009	Demobilization Costs FY06 Funds				
1009AA	Demobilization Costs for 2 CASA 212s and 1 Metro (1 Sep 06 – 30 Sep 06)	1	LO	\$ 178,566.00	\$ 178,566.00
1009AB	Mobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
1009AC	Demobilization Costs for 2 CASA 212s (1 Sep 06 – 30 Sep 06)	1	LO	\$ 233,740.00	\$ 233,740.00
FY07 Contract Extension (1 Oct 06 – 28 Feb 07)					
1010	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1010AA	Monthly Service FY07 Funds for 2 CASA 212s and 1 Metro (1 Oct 06 - 28 Feb 07)	5	MO	\$867,147.10	\$4,335,735.50
1010AB	Monthly Service FY07 Funds for 2 CASA 212s (1 Oct 06 - 28 Feb 07)	5	MO	\$477,120.00	\$2,385,600.00
1011	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1012AA below.				
*Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1011AA	Pressurized Aircraft Flying Hours for 1 Metro Acft. FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 1,200	HR	\$ 664.50	\$ 797,400.00
1011AB	Unpressurized Aircraft Flying Hours for CASA 212s FY07 Funds (1 Oct 06 - 28 Feb 07)	Estimated 4,800	HR	\$ 673.60	\$3,233,280.00
1012	Reimbursable Expenses FY07 Funds (Estimated) (1 Oct 06 – 28 Feb 07)	Estimated 400,000	DO	\$ 1.00	\$ 400,000.00

ITEM

<u>NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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1012AA Fuel.

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1012AB Food and Lodging for Contractor Personnel.

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1012AC Airport Fees.

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.

1013 Demobilization Costs FY07 Funds

1013AA Demobilization Costs for 2 CASA 212s and 1 Metro (1 Oct 06 – 28 Feb 07)	1	LO	\$ 178,566.00	\$ 178,566.00
1013AB Mobilization Costs for 1 CASA 212 (1 Oct 06 – 28 Feb 07)	1	LO	\$116,870.00	\$ 116,870.00
1013AC Demobilization Costs for 2 CASA 212s (1 Oct 06 – 28 Feb 07)	1	LO	\$ 233,740.00	\$ 233,740.00

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_CASA 212_____	Aircraft Block Speed/Hour__165 kts_____
Fuel Burn Rate/Hour_650 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_900 nm_____	Aircraft Total Payload_5,700 lbs_____
Type of Aircraft_Metro III HG_____	Aircraft Block Speed/Hour__235 kts_____
Fuel Burn Rate/Hour_600 lbs/hr_____	Aircraft Available Seats__7 or 19 depending on configuration__
Aircraft Range_2,000 nm_____	Aircraft Total Payload_5,000 lbs_____

Note: All pricing above is based on (2) CASA 212s and (1) Metro III HG

SOLICITATION: FA4428-04-R-0007
CONTRACT: FA4428-04-D-0036
Modification A00008

STATEMENT OF WORK (SOW)

SHORT TAKE-OFF AND LANDING (STOL) SERVICES

24 August 2004
Revision 2, dated 24 August 2006

HEADQUARTERS AIR MOBILITY COMMAND

STATEMENT OF WORK
ATTACHMENT ONE

1. Description of Services.

1.1. **Scope of Contract.** Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.4. The Government anticipates contracting for up to a maximum of 3000 flight hours per quarter. |

1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the QAP and contractor.

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide unpressurized and pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold

3.2.8. Force Protection.

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11. FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. Weapons – Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment. The US Military will train the contractor on the Rules of Engagement (ROE), Law of Armed Conflict, Use of Force, and use and function of the weapon to include live fire.

3.2.15. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.16. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.17. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security

SOLICITATION: FA4428-04-R-0007

CONTRACT: FA4428-04-D-0036

Modification A00008

**GOVERNMENT FURNISHED EQUIPMENT (GFE)
FOR
AFGHANISTAN STOL PROGRAM**

Facilities

- Billeting and operations facilities –B-Huts for billeting and operations space
- Aircraft Parking spaces
- Conex Boxes for parts storage and flight line work area and space for storage of boxes

Communication

- Motorola HT500 or equivalent radio for aircraft movement coordination with the JOC at CJTF-76
- SAT Phone for each aircraft
- DSN capable phone lines for on base communication
- High frequency (HF) radio support
- Use of DSN on-net and off-net capabilities via Defense Switched Network (DSN) through the Patrick AFB switchboard Operator

Supplies (Class I)

- Meals Ready to Eat (MREs)
- Drinking Water
- Soft Drinks
- Coffee
- Fork lifts for loading and unloading
- Aircraft fuel
- AGE equipment (Generator, Fire extinguishers, 6 Chocks to Block Aircraft, Pressure Washer)
- Possible requirement for use of de-icing equipment and de-icing fluid

Transportation

- Vehicle for movement of personnel to the flight line and between aircraft and parts storage area. Aircraft must accommodate a minimum of 7 passengers.

Weapons

- Upon CDR CENTCOM approval, one M16A-2 rifle will be issued to each aircraft along with magazines, ammunition and cleaning equipment.

OCT-22-2004 11:33

1Q AMC/DOY

P.02/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ AMC/A34TMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Klaire M. Hayes (618) 229-4770	CODE FMA428	7. ADMINISTERED BY (If other than Item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRESIDENTIAL AIRWAYS, INC.			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. FMA428-04-D-0036	
			10B. DATED (SEE ITEM 13) 20/Sep/2004	
CODE		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 16, 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 ACKNOWLEDGEMENT 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 52.212-4(a), Contract Terms and Conditions-Commercial (Feb 02)
- ☐ 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 add Wabas to para 2.1.5 of the Statement of Work (SOW).
- As a result of this modification, remove page 4 of 9 of the SOW and replace with the attached page 4 of 9. Change is indicated by a vertical line in the right hand margin.
- The dollar amount is unchanged as a result of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KLAIRE M. HAYES Klaire.Hayes@scott.af.mil		16A. NAME AND TITLE OF SIGNER (Type or print) KLAIRE M. HAYES (618) 229-4770	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 10/25/04	16B. UNITED STATES OF AMERICA BY Klaire M. Hayes	16C. DATE SIGNED 25 Oct 04

NSN 7540-01-182-8070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 63.243

3. Government Furnished Property and Services

3.1. Services

- 3.1.1. Material Safety Data Sheets (MSDS).
- 3.1.2. Mission Schedule.
- 3.1.3. Passenger Manifest Listing.
- 3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions
- 3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt, Al Udeid, Qatar and Manas. Contractor is required to reimburse the Government for these flights.
- 3.1.6. Other services/property as approved by the installation commander.

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

- 3.2.1. JP-8 Fuel is available at Bagram.
- 3.2.2. Ramp Space.
- 3.2.3. Start carts and APUs.
- 3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.
- 3.2.5. Billeting: Wooden shelters with beds (B-huts).
- 3.2.6. Meals: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day.
- 3.2.7. Office space, connections to DSN telephone and unclassified internet.
- 3.2.8. Force Protection.
- 3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.
- 3.2.10. (2 each) Satellite Cellular Phones with Secure Sleeves. Note: The contractor is responsible to reimburse the Government for all airtime usage charges for the assigned phones that are not in direct support of this contract.

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 2
1. CONTRACT/PURCH ORDER/AGREEMENT NO. FA4428-04-D-0036		2. DELIVERY ORDER/CALL NO. 0004		3. DATE OF ORDER/CALL (YYYYMMDD) 20051101	
4. REQUISITION/PURCH REQUEST NO. MIPR6A34G40009		5. PRIORITY		6. ISSUED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302 Deborah J. Wagener (618) 229-4770	
7. ADMINISTERED BY (If other than 6) FA4428		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		9. CONTRACTOR PRESIDENTIAL AIRWAYS, INC. 1371 GENERAL AVIATION DRIVE MELBOURNE, FL 32935-6332	
10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15		14. SHIP TO DFAS-RO-FPT 325 Brook Road Rome, NY 13441-4527		15. PAYMENT WILL BE MADE BY HQ0302	
16. TYPE OF ORDER <input checked="" type="checkbox"/> DELIVERY/CALL <input type="checkbox"/> PURCHASE		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			
NAME OF CONTRACTOR _____		SIGNATURE _____		TYPED NAME AND TITLE _____	
DATE SIGNED (YYYYMMDD) _____		If this box is marked, supplier must sign Acceptance and return the following number of copies: _____			
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE AC: 21620200000076-2084135197.0000022NL8334G4MIPR6A34G4000934G483S09076					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
	SEE SCHEDULE				
22. UNIT PRICE		23. AMOUNT		24. UNITED STATES OF AMERICA <i>Elaine M. Hayes</i> ELAINE M. HAYES BY: Elaine.Hayes@scott.af.mil (618) 229-4770 CONTRACTING/ORDERING OFFICER	
25. TOTAL \$2,249,999.20		26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP. NO.	
28. D.O. VOUCHER NO.		29. DIFFERENCE \$		30. INITIALS	
31. PAID BY		32. AMOUNT VERIFIED CORRECT FOR		33. CHECK NUMBER	
34. BILL OF LADING NO.		35. S/R ACCOUNT NUMBER		36. S/R VOUCHER NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
40. TOTAL CONTAINERS		41. DATE		42. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
43. DATE		44. SIGNATURE AND TITLE OF CERTIFYING OFFICER		45. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0036-0004

PAGES

2

NAME OF OFFEROR OR CONTRACTOR

PRESIDENTIAL AIRWAYS, INC.

Cage Code: 1WVA5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	ACRN: AC Contract Option Year One Performance Period (1 Nov 05 - 31 Dec 05) Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AB	Monthly Service FY06 Funds (1 Nov 05 - 31 Dec 05)	2	MO	\$867,147.10	\$1,734,294.20
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Dec 05)	Estimated 275	HR	\$664.50	Estimated \$182,737.50
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05 - 31 Dec 05)	275	HR	\$664.50	\$182,737.50
1004	Reimbursable Expenses FY06 Funds (Estimated) (1 Nov 05 - 31 Dec 05)	Estimated 150,230	DO	\$1.00	Estimated \$150,230.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food and Lodging for Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. WHEN INVOICING THE COSTS UNDER THE "REIMBURSABLE" CLIN, ROUND INVOICE AMOUNTS TO THE NEAREST WHOLE DOLLAR.				