

2. Amendment/Modification No. 01	3. Effective Date 2004JUL28	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-AHPB ARTHUR AIGELTINGER (586)574-8136 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: AIGELTIA@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA CLEVELAND ADMIRAL KIDD CENTER. 555 EAST 88TH STREET BRATENAHL, OH 44108-1068	Code	S3603A
			SCD A PAS NONE ADP PT HQ0337		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) THE GOODYEAR TIRE & RUBBER COMPANY ENGINEERED PRODUCTS DIVISION 1144 EAST MARKET STREET AKRON, OH. 44316-0001 TYPE BUSINESS: Large Business Performing in U.S.	<input 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. DAAE07-03-D-N019/0005
	<input type="checkbox"/>	10B. Dated (See Item 13) 2004FEB06
Code 04NP0	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AA NET INCREASE: \$235,636.38

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<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: MUTUAL AGREEMENT OF THE PARTIES	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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 Contracting Officer (Type or print) DARYL F. WITTE WITTED@TACOM.ARMY.MIL (586)574-7196		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2004JUL28

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 8****PIIN/SIIN** DAAE07-03-D-N019/0005**MOD/AMD** 01**Name of Offeror or Contractor:** THE GOODYEAR TIRE & RUBBER COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF MODIFICATION 01 IS TO PROVIDE FUNDING FOR ACCELERATED DELIVERIES OF ABRAMS TRACK PADS BY 14,000 A MONTH FROM 25,000 A MONTH TO 39,000 A MONTH.

2. IN CONSIDERATION FOR THIS MODIFIED DELIVERY SCHEDULE/RATE, FOR THE LIFE OF THE CONTRACT, THE GOVERNMENT WILL PAY \$235,636.38 UPON THE FIRST DELIVERY WHICH MEETS OR EXCEEDS THE 39,000 A MONTH REQUIRED RATE FOR THE ABRAMS TRACK PAD.

3. THE CLAUSE, FAR 52.245-17 SPECIAL TOOLING, IS HEREBY INCORPORATED INTO THE CONTRACT. TITLE TO THE EQUIPMENT LISTED BELOW SHALL VEST PURSUANT TO FAR 52.245-17(b), IN THE GOVERNMENT UPON DELIVERY OF SAID EQUIPMENT TO GOODYEAR'S ST. MARYS, OHIO MANUFACTURING LOCATION:

6 T-158LL INJECTION PAD MOLDS

4. THE GOVERNMENT AGREES NOT TO EXERCISE ITS RIGHT UNDER THE SPECIAL TOOLING CLAUSE, FAR 52.245-17, TO REMOVE ANY SPECIAL TOOLING LISTED IN #3, ABOVE, UNTIL SUCH TIME AS GOODYEAR PROVIDES NOTICE THAT IT WILL NO LONGER PRODUCE MILITARY TRACK. IN CONSIDERATION, GOODYEAR AGREES TO ACCELERATE DELIVERIES UNDER THIS ORDER AND ALL SUBSEQUENT ORDERS AT A RATE OF 39,000 A MONTH.

5. AS A RESULT OF THIS ACTION, THE AMOUNT OF THIS DELIVERY ORDER IS INCREASED BY \$235,636.38 FROM \$1,757,244.48 TO \$1,992,880.86. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-D-N019/0005 MOD/AMD 01

Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																									
0012AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: T-158LL PARTS KIT, TRACK PAD PRON: EH43S188EH PRON AMD: 01 ACRN: AA AMS CD: 070011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5705481 DATE: 09-JUL-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W56HZV4034S853</td> <td>SW3227</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>39,000</td> <td>30-SEP-2004</td> </tr> <tr> <td>002</td> <td>30,900</td> <td>30-OCT-2004</td> </tr> <tr> <td>003</td> <td>DELETED</td> <td></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> </tr> <tr> <td>005</td> <td>DELETED</td> <td></td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-03-D-N019/0005</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>002</td> <td>W56HZV4034S854</td> <td>W62G2T</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>8,100</td> <td>30-OCT-2004</td> </tr> <tr> <td>002</td> <td>15,272</td> <td>30-NOV-2004</td> </tr> <tr> <td>003</td> <td>DELETED</td> <td></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> </tr> </tbody> </table> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV4034S853	SW3227	J		2	DEL REL CD	QUANTITY	DEL DATE	001	39,000	30-SEP-2004	002	30,900	30-OCT-2004	003	DELETED		004	DELETED		005	DELETED		REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W56HZV4034S854	W62G2T	J		2	DEL REL CD	QUANTITY	DEL DATE	001	8,100	30-OCT-2004	002	15,272	30-NOV-2004	003	DELETED		004	DELETED		93272	EA	\$ 18.84000	\$ 1,757,244.48
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Reference No. of Document Being Continued
PIIN/SIIN DAAE07-03-D-N019/0005 **MOD/AMD** 01

Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>005 DELETED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-03-D-N019/0005</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-D-N019/0005 MOD/AMD 01

Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0019	SECURITY CLASS: Unclassified												
0019AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: ACCELERATION OF T-158LL PAD PRON: EH4Y1511EH PRON AMD: 02 ACRN: AA AMS CD: 070011</p> <p>The "1 LO" stands for "1 LOT" of the service of accelerating the delivery of the hardware item.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 235,636.38</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2004		LO	\$ 235,636.38
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-D-N019/0005 **MOD/AMD** 01

Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0019AA	EH4Y1511EH 070011	AA	2 \$	0.00 \$	235,636.38 \$	235,636.38
				NET CHANGE \$	235,636.38	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AA	97 X4930AC6D 6D	26FB S20113	W56HZV \$ 235,636.38
				NET CHANGE \$ 235,636.38

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 1,757,244.48	\$ 235,636.38	\$ 1,992,880.86

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 8
	PIIN/SIIN DAAE07-03-D-N019/0005 MOD/AMD 01	

Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.245-17	SPECIAL TOOLING (91-DEV-44)	DEC/1989

(a) Definition. Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

(b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

(c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

(d) Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.

(e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering, among other things, the value of the items to the Contractor for use in future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

(f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

(g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under subparagraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

(h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

(i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90-day period shall be construed as direction under

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N019/0005 MOD/AMD 01	Page 8 of 8
Name of Offeror or Contractor: THE GOODYEAR TIRE & RUBBER COMPANY		

subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

[End of Clause]