

**ORDER FOR SUPPLIES OR SERVICES**

|   |                       |   |  |   |   |   |  |  |                        |   |   |                 |  |
|---|-----------------------|---|--|---|---|---|--|--|------------------------|---|---|-----------------|--|
| <b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b><br>DAAE07-00-D-M051  |                       |   |  | <b>2. DELIVERY ORDER/CALL NO.</b><br>0008   |   | <b>3. DATE OF ORDER/CALL (YYYYMMDD)</b><br>2001JUN20  |  | <b>4. REQUISITION/PURCH REQUEST NO.</b><br>SEE SCHEDULE                  |                        | <b>5. PRIORITY</b><br>DOA4  |   |                 |  |
| <b>6. ISSUED BY</b><br>TACOM<br>SFAE-GCS-W-BCTP<br>PAUL CLENNON (810)753-2064<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: CLENNONP@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL   |                       |   | <b>CODE</b> W56HZV   |   | <b>7. ADMINISTERED BY (if other than 6)</b><br>DCMA DETROIT<br>U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM)<br>ATTN: DCMAE-GJD<br>WARREN, MI 48397-5000<br>A NONE SC1012 |   |  |  | <b>CODE</b> S2305A     |   | <b>8. DELIVERY FOB</b><br><input type="checkbox"/> DESTINATION<br><input checked="" type="checkbox"/> OTHER (See Schedule if other) |                 |  |
| <b>9. CONTRACTOR</b><br>GM GDLS DEFENSE GROUP L.L.C.<br>14920 TWENTY-THREE MILE ROAD<br>SHELBY TOWNSHIP, MI 48315<br><br>TYPE BUSINESS: Large Business Performing in U.S.   |                       |   | <b>CODE</b> 1NLE2  |   | <b>FACILITY</b>   |   | <b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b><br>SEE SCHEDULE |  |                        | <b>11. X IF BUSINESS IS</b><br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |   |                 |  |
| <b>14. SHIP TO</b><br>SEE SCHEDULE  |                       |   | <b>CODE</b>  |   | <b>15. PAYMENT WILL BE MADE BY</b><br>DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266                        |   |  |  | <b>CODE</b> HQ0337     |   | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>   |                 |  |
| <b>16. TYPE OF ORDER</b>  | <b>DELIVERY/ CALL</b> | <input checked="" type="checkbox"/>   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.             |   |   |   |  |  |                        |   |   |                 |  |
| <b>PURCHASE</b>   |                       |   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, 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:  |                       |   |  |   |   |   |  |  |                        |   |   |                 |  |
| <b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b><br>SEE SCHEDULE  |                       |   |  |   |   |   |  |  |                        |   |   |                 |  |
| <b>18. ITEM NO.</b>   |                       | <b>19. SCHEDULE OF SUPPLIES/SERVICE</b>   |  |   |   | <b>20. QUANTITY ORDERED/ ACCEPTED*</b>  |  | <b>21. UNIT</b>  | <b>22. UNIT PRICE</b>  |   | <b>23. AMOUNT</b>   |                 |  |
|   |                       | SEE SCHEDULE<br>CONTRACT TYPE:<br>Cost-Plus-Fixed-Fee<br><br>KIND OF CONTRACT:<br>Service Contracts |  |   |   |   |  |  |                        |   |   |                 |  |
| * 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.  |                       |   |  | <b>24. UNITED STATES OF AMERICA</b><br>2001JUN20 SIGNED REPRINT<br>BY: _____ CONTRACTING/ORDERING OFFICER |   |   |  | <b>25. TOTAL</b>   |                        | <b>26. DIFFERENCES</b>  |   | \$11,579,867.00 |  |
| <b>27a. QUANTITY IN COLUMN 20 HAS BEEN</b><br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED  |                       |   |  |   |   |   |  |  |                        |   |   |                 |  |
| <b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>   |                       |   |  |   |   | <b>c. DATE (YYYYMMDD)</b>   |  | <b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b> |                        |   |   |                 |  |
| <b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>   |                       |   |  |   |   | <b>28. SHIP. NO.</b>  |  | <b>29. D.O. VOUCHER NO.</b>  |                        | <b>30. INITIALS</b>   |   |                 |  |
| <b>f. TELEPHONE NUMBER</b>  |                       |   | <b>g. E-MAIL ADDRESS</b>   |   |   | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  |  | <b>32. PAID BY</b>   |                        | <b>33. AMOUNT VERIFIED CORRECT FOR</b>  |   |                 |  |
| <b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>  |                       |   |  |   |   | <b>31. PAYMENT</b><br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |  | <b>34. CHECK NUMBER</b>  |                        |   |   |                 |  |
| <b>a. DATE (YYYYMMDD)</b>   |                       | <b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>   |  |   |   |   |  | <b>35. BILL OF LADING NO.</b>  |                        |   |   |                 |  |
| <b>37. RECEIVED AT</b>  |                       | <b>38. RECEIVED BY (Print)</b>  |  | <b>39. DATE RECEIVED (YYYYMMDD)</b>   |   | <b>40. TOTAL CONTAINERS</b>   |  | <b>41. S/R ACCOUNT NUMBER</b>  |                        | <b>42. S/R VOUCHER NO.</b>  |   |                 |  |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 11**

**PIIN/SIIN** DAAE07-00-D-M051/0008

**MOD/AMD**

REPRINT

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

- 01
- 03
- 04
- 05
- 06
- 1A
- 1B

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 11**  
REPRINT

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## SUPPLEMENTAL INFORMATION

1. This is a bilateral Delivery Order # 0008 to Requirements Contract DAAE07-00-D-M051.
2. The purpose of the delivery order is to exercise the Fielding Option in accordance with paragraph C.4.9, H.10 and section B, schedule D (priced).
3. Section B of this delivery order reflects:
  - a. The establishment of CLIN 4000 for Materiel Fielding.
  - b. This applies to fielding 402 vehicles @ \$6,097.00 ea reflected in Delivery Order 0002 and Modification 03 to Delivery Order 0002.
4. Section G contains the applicable administrative data associated with this delivery order.

\*\*\* END OF NARRATIVE A 001 \*\*\*

1. This bilateral Modification 01 to Delivery Order 0008 to Requirements Contract DAAE07-00-D-M051 is a change order.
2. Pursuant to clause I.73 of the Requirements Contract entitled, "changes-fixed Price", FAR 52-243-1, August 1987, the Government authorizes the Contractor to conduct Fielding and NET activities at Ft. Lewis, with range training at Yakima (YTC) for 348 Interim Armored Vehicles. This entails conducting OPNET and PLMNET in accordance with Government provided training schedules. Hand off to units will take place at Ft. Lewis. Four (4) soldiers per vehicle/ per variant to be trained for Crew/operator and for maintenance. Contractor is responsible to train all GFE items, as listed in latest revision, attachment 5 to the contract. Contractor is responsible for training the following ASIOE: LRAS3, DVE, GPFU, MWRH, M13DAP, VIS, Grenade Launcher, Digital Handheld Palm Pilot, Miles XXI (if fielded). Units will be responsible for transport of vehicles, weapons, comsec and sensitive equipment. Contractor is responsible for training all Phase II individual and crew operator and maintenance tasks. Contractor will conduct range training/qualification through Table VI for the M2 .50 cal machine gun and Table VII for the MK-19 Automatic Grenade Launcher. Training will include an alternate gunner per vehicle on familiarization fire. Range operations (safety, range control, police call) are unit responsibilities. Each Battalion will receive NET for Operator and Field Level maintenance. Contractor will develop a deprocessing checklist. Deprocessing will be in accordance with the fielding schedule. Contractor will be provided adequate facilities in which to conduct Fielding and NET activities.
3. Following completion of Fielding and NET 348 vehicles at Fort Lewis, contractor will perform Fielding and NET for 106 TRADOC and AMC vehicles at respective locations. The schedule for TRADOC and AMC vehicles will be provided to the contractor NLT 90 days prior to commencing Fielding/NET efforts for these assets.
4. Efforts to be converted from Firm Fixed Price to Cost Plus Fixed Fee. Any items identified at vehicle acceptance (DD250) as "shipped short" items, and designated for installation during the Fielding activity or any other time-frame will not be charged to this delivery order. Contractor will not lease or purchase any temporary buildings/sprung shelters with out prior Contracting Officer approval. Contractor will not purchase or lease any tire chains without prior Contracting Officer approval.
5. CLIN is increased by \$10,500,000
6. The following clauses apply to this delivery order:

|                    |                                    |
|--------------------|------------------------------------|
| FAR 52.216-24      | Limitation of Government Liability |
| DFARS 252.217-7027 | Contract Definitization            |
| FAR 52.245-5       | Government Property                |
7. The contractor agrees to accomplish this effort at the Not-To Exceed Ceiling Price of \$21,900,000.
8. The limitation of government liability amount is \$10,500,000.
9. The total amount funded for this effort is \$10,500,000.
10. Section G contains the changes associated with this modification to the contract.
11. As a result of this modification, the total contract value is increased by \$8,049,006 from 2,450,994 to \$10,500,000.
12. Following completion of Fielding and NET for the first 454 vehicles (Unit, TRADOC, AMC) the Government intends to continue Fielding and NET for all subsequent IAV vehicles as Firm Fixed Price Delivery Orders based on adjusted scope and locations.

|  |   |                                |
|--|---|--------------------------------|
| <b>CONTINUATION SHEET</b>  | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-00-D-M051/0008 <b>MOD/AMD</b> | <b>Page 4 of 11</b><br>REPRINT |
| <b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C. |   |                                |

\*\*\* END OF NARRATIVE A 002 \*\*\*

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

Street Address:  
GM GDLS Defense Group L.L.C.  
14920 Twenty-three (23) Mile Road  
Shelby Township, MI 48315

Mailing Address:  
GM GDLS Defense Group L.L.C.  
P O Box #2055  
Warren, MI 44090-2055

b. The obligated amount remains unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

1. This is a bilateral modification #03 to Delivery Order 0008 of contract # DAAE07-00-D-M051, Fielding and NET, program of IAV.

2. Pursuant to clause I.73 of the contract entitle, "Changes - Cost Reimbursement 52.243-2(Alt II) (AUG 1987), the contractor shall perform the following to support New Equipment Training and Demonstration/Familiarization:

a. Provide up to two escorts for ICV 008 which will be utilized by the Department of the Army for demonstration purposes in Washington D.C. Public Service Recognition Week, Andrews Air Force Base Joint Service Open House and the Infantry Conference at Fort Benning and Army Birthday celebrations at Ft McPherson prior to vehicle shipment to Fort Lewis. Escorts shall be capable of loading/unloading the vehicle from transport assets, performing minor maintenance, position the vehilce as needed for demonstration or safety requirements and preparing the vehicle for shipment and demonstration. Contractor labor for this effort is funded under CLIN 4000AA. CLIN 4000AB is established for contractor travel and other ODC associated with this effort.

b. Provide 25 New Equipment Training instructors for Familiarization Firing at Fort Benning GA. The purpose of this firing is to familiarize the NET instructors on the operation of the Remote Weapon Station prior to conducting classes on this equipment with soldiers at Fort Lewis, WA.

3. The period of performance for this effort is as follows:

a. Vehicle Escorts: 2 May - 19 June 2002 (Estimated).

b. Familiarization Firing: 3 May - 6 May 2002.

4. This effort shall be accomplished as a CPFF. Fixed Fee established at 8%.

5. The total dollars funded under CLIN 4000AB for this action are \$80,056.00

|                      |             |
|----------------------|-------------|
| ICV 008 Escort       | \$34,563.00 |
| FCOM                 | \$4.00      |
| Familiarization Fire | \$39,553.00 |
| FCOM                 | \$6.00      |
| Sub-Total            | \$74,126.00 |
| Fixed Fee @ 8%       | \$5,930.00  |
| Total                | \$80,056.00 |

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

6. The total amount obligated for Delivery Order 0008 is increased by \$80,056.00 from \$10,500,000.00 to \$10,580,056.00.
7. Effective date is 2 May 2002.
8. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 004 \*\*\*

1. This is Unilateral Modification #4, to Delivery Order 0008, Contract DAAE07-00-D-M051.
2. The purpose of this modification is to remove excess funding in the amount of \$2,500.00 which were added to the contract by an administrative error modification 03 to the subject delivery order.

3. Funding for CLIN 4000AB is as follows:

|                      |             |
|----------------------|-------------|
| ICV 008 Escort       | \$32,248.00 |
| FCOM                 | \$4.00      |
|                      |             |
| Familiarization Fire | \$39,553.00 |
| FCOM                 | \$6.00      |
|                      |             |
| Sub-Total            | \$71,811.00 |
|                      |             |
| Fixed Fee @ 8%       | \$5,745.00  |
|                      |             |
| Total                | \$77,556.00 |

4. The total amount obligated for Delivery Order 0008 is decreased by \$2,500 from \$10,580,056 to \$10,577,556.00.
5. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 005 \*\*\*

DAAE07-00-D-M051/0008

PROGRAM - FAMILY OF INTERIM ARMORED VEHICLES

1. This modification to Delivery Order 0008 to Requirements Contract DAAE07-00-D-M051 is a unilateral modification.
2. The purpose of this modification to Delivery Order 0008 is to convert the contractor's effort from Firm Fixed Price to Cost Plus Fixed Fee.
3. The contractor's efforts under this Delivery Order are converted from Firm Fixed Price to Cost Plus Fixed Fee.
4. The total value of progress payments made under this delivery order shall be recovered upon submittal of the first public voucher. In the event payments made to the Contractor exceed the value of the first public voucher, subsequent vouchers will be used until full recovery has been made.
5. The following contract clauses apply to this delivery order:

I-58 52.232-20 Limitation of Cost APR/1984

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 6 of 11</b> |
|                           | PIIN/SIIN DAAE07-00-D-M051/0008      MOD/AMD     | REPRINT             |

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

I-59 52.232-22 Limitation of Funds APR/1984

6. A Material Inspection and Receiving Report (DD-250) per DFARS 252.246-7000 is not required under this delivery order.
7. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.
8. The total amount funded and obligated for Delivery Order 0008 remains unchanged.

\*\*\* END OF NARRATIVE A 006 \*\*\*

1. This Modification 6 to Delivery Order 0008, Fielding and NET, under Requirements Contract DAAE07-00-D-M051 is a bi-lateral agreement.
2. The purpose of this modification to provide support for the Department of Defense Maintenance Symposium in Reno, Nevada from 26 October 2002 through 31 October 2002.
3. Pursuant to clause I.73 of the contract entitled, "Changes - Cost Reimbursement 52.243-2(Alt II) (AUG 1987), the contractor shall perform the following to support New Equipment and Demonstration/Familiarization:
  - a. Provide an escort for ICV-0133 which will be utilized by the Department of the Army for demonstration purposes at the Department of Defense Maintenance Symposium from 26-31 October 2002. The escort shall be capable of loading/unloading the vehicle from the transport assets, performing minor maintenance, position the vehicle as needed for demonstration or safety requirements and preparing the vehicle for shipment and demonstration. The labor associated with this effort is authorized under CLIN 4000AA.
  - b. CLIN 4000AC is established for contractor travel and other ODC associated for this effort.
4. This effort shall be accomplished as a CPFF. Fixed Fee established at 8%.
5. The total dollars funded under CLIN 4000AC for this action are \$2,311.

|                     |         |
|---------------------|---------|
| Estimated Cost      | \$2,140 |
| Fixed Fee @ 8%      | \$171   |
| Total Cost Plus Fee | \$2,311 |

6. The total amount obligated for Delivery Order 0008 is increased by \$2,311 from \$10,577,556 to \$10,579,867.
7. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 007 \*\*\*

PROGRAM: STRYKER FAMILY OF VEHICLES- NET AND FIELDING

1. This Modification 05 to Delivery Order 0008 under Contract DAAE07-00-D-M051 is a unilateral funding action.
2. The Contractor submitted a qualifying proposal to effect the NET and Fielding of the vehicles under Delivery Order 0008 on December 6, 2002.
3. In accordance with DFARS 217.7404-4 entitled, "Limitation of obligations" which allows obligation of up to 75% of the not-to exceed price, this modification increases the current funding for this effort from 50% o 55% of the ceiling price as set forth in Delivery Order 0008.
4. As a result of Paragraph 3 of this modification 05, CLIN 4000AA is increased by \$1,000,000.00 from \$10,500,000.00 to \$11,500,000.00.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD

**Page 7 of 11**

REPRINT

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

5. The limitation of Government liability is \$11,5000,000.00 for NET/Fielding.
6. The total amount funded for CLIN 4000AA is \$11,500,000.00.
7. Section G contains the changes associated with this modification to the contract.
8. As a result of this modification, the total contract value is increased by \$1,000,000.00 \$10,579,867.00 to \$11,579,867.00.
9. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 008 \*\*\*



Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

| ITEM NO       | SUPPLIES/SERVICES   | QUANTITY    | UNIT | UNIT PRICE | AMOUNT        |                 |             |     |   |             |  |    |  |             |
|---------------|---|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|--|----|--|-------------|
| 4000AC        | <p><u>TRAVEL AND PER DIEM FOR FSR</u></p> <p>NOUN: JV FSR SPT (TRAVEL/PERDIEM)<br/>                     PRON: X12GX210X1 PRON AMD: 01 ACRN: AC<br/>                     AMS CD: 31107180008</p> <p>Estimated Cost \$2,140<br/>                     Fixed Fee 8.0% \$ 171<br/>                     Estimated Cost Plus Fee \$2,311</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</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>15-NOV-2002</td> </tr> </table> <p>\$ 2,311.00</p> | DLVR SCH    |      | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 0 | 15-NOV-2002 |  | LO |  | \$ 2,311.00 |
| DLVR SCH      |   | PERF COMPL  |      |            |               |                 |             |     |   |             |  |    |  |             |
| <u>REL CD</u> | <u>QUANTITY</u>   | <u>DATE</u> |      |            |               |                 |             |     |   |             |  |    |  |             |
| 001           | 0   | 15-NOV-2002 |      |            |               |                 |             |     |   |             |  |    |  |             |
| 5000          | <p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEM</u><br/>                     Technical Data as set forth in Contract Data Requirements List (CDRL)(DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>CDRL A006 Final Inspection Report</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>  | 1           | lot  | NSP        |               |                 |             |     |   |             |  |    |  |             |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0008

**MOD/AMD**

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>ITEM | AMS CD | ACRN | STAT | OBLG | ACCOUNTING CLASSIFICATION          | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|---------------|--------|------|------|------|------------------------------------|------------------------|-----------------------|---------------------|
| 4000AA | X11GX053X1    |        | AA   | 1    | 21   | 12033000015R5R07P31107131E9 S20113 | 1GXP01                 | W56HZV \$             | 11,500,000.00       |
|        | 311071        |        |      |      |      |                                    |                        |                       |                     |
| 4000AB | X12GX094X1    |        | AB   | 1    | 21   | 22033000025R5R07P31107125FB S20113 | 2GXP40                 | W56HZV \$             | 77,556.00           |
|        | 31107180008   |        |      |      |      |                                    |                        |                       |                     |
| 4000AC | X12GX210X1    |        | AC   | 1    | 21   | 22033000025R5R07P3110712516 S20113 | 2GXP02                 | W56HZV \$             | 2,311.00            |
|        | 31107180008   |        |      |      |      |                                    |                        |                       |                     |
|        |               |        |      |      |      |                                    |                        | TOTAL                 | \$ 11,579,867.00    |

| SERVICE<br>NAME | TOTAL BY ACRN | ACRN | STAT | OBLG | ACCOUNTING CLASSIFICATION          | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |                  |
|-----------------|---------------|------|------|------|------------------------------------|-----------------------|---------------------|------------------|
| Army            | AA            | 21   |      |      | 12033000015R5R07P31107131E9 S20113 | W56HZV \$             | 11,500,000.00       |                  |
| Army            | AB            | 21   |      |      | 22033000025R5R07P31107125FB S20113 | W56HZV \$             | 77,556.00           |                  |
| Army            | AC            | 21   |      |      | 22033000025R5R07P3110712516 S20113 | W56HZV \$             | 2,311.00            |                  |
|                 |               |      |      |      |                                    |                       | TOTAL               | \$ 11,579,867.00 |

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 11 of 11  
REPRINT

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## CONTRACT CLAUSES

|   | <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|---|---|--|-------------|
| 1 | 52.232-20   | LIMITATION OF COST   | APR/1984    |
| 2 | 52.232-22   | LIMITATION OF FUNDS  | APR/1984    |
| 3 | 52.245-5  | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99) | JAN/1986    |
| 4 | 52.216-24   | LIMITATION OF GOVERNMENT LIABILITY   | APR/1984    |
|   | (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$10,500,000.00 dollars.  |  |             |
|   | (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,500,000.00 dollars.<br>(End of clause)   |  |             |
| 5 | 252.217-7027  | CONTRACT DEFINITIZATION  | OCT/1998    |
|   | (a) A CPFF is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPFF proposal and cost or pricing data supporting its proposal.  |  |             |
|   | (b) The schedule for definitizing this contract action is as follows:   |  |             |
|   | Target Date for Definitization:   | 30 June 2002   |             |
|   | Submission of Proposal:   | 18 March 2002  |             |
|   | Beginning of Negotiations:  | 18 March 2002  |             |
|   | Submission of Make-or-Buy:  | N/A  |             |
|   | Submission of Subcontracting Plan:  | NA   |             |
|   | Submission of Cost and Pricing Data:  | 1 June 2002  |             |
|   | (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause. |  |             |
|   | (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-   |  |             |
|   | (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);   |  |             |
|   | (ii) All clauses required by law as of the date of the Contracting Officer's determination; and   |  |             |
|   | (iii) Any other clauses, terms, and conditions mutually agreed upon.  |  |             |
|   | (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.  |  |             |
|   | (d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee in no event to exceed \$21,900,000.00.  |  |             |

[End of Clause]