

2. Amendment/Modification No. 10	3. Effective Date 2001AUG29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCSS-WBCTP VIVIAN L. NORDAUNE (810)753-2072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCM DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 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. DAAE07-00-D-M051/0001
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV16
Code INLE2	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: AC NET INCREASE: \$165,398.50

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

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: 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) NULL & VOID (000)000-0000
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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 5
	PIIN/SIIN DAAE07-00-D-M051/0001 MOD/AMD 10	

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

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 10 to Delivery Order 0001 is a bilateral agreement under Requirements Contract DAAE07-00-D-M051 to partially fulfill the contractor's obligation pursuant to Clause C.5.10.2.3.1.1 of the contract to provide coupons for each armor recipe for Ballistic Survivability Live Fire Testing.
2. The contractor shall provide fifteen (15) Rocket Propelled Grenade(RPG)-7 Armor Samples (five (5) of which shall be 400mm X 400mm in size and ten (10) which shall be 400mm X 800mm in size) to be used for performance testing at Aberdeen Proving Ground. These same fifteen (15) samples provided shall also:
 - a. consist of five (5) samples that are representative of the vehicle side, five (5) samples that are representative of the front upper glacis and five (5) samples that are representative of the front lower glacis
 - b. consist of the RPG-7 armor over the top of the 14.5mm integral armor protection, the structural armor, and the spall liner
 - c. have the same armor technology as Interim Armored Vehicle (IAV) RPG-7 Add-On Armor kits which will be delivered to the Government as part of the Block Improvements
 - d. shall be capable of accepting two (2) shots per sample at the applicable oblique angles.
3. The contractor's delivery of the aforementioned samples shall be in lieu of its required delivery of a like number of coupons as required under Clause C.5.10.2.3.1.1 of the contract.
4. The period of performance for this effort shall begin the date this modification is signed. The estimated completion date is 19 October 2001.
5. The following clauses apply to this delivery order:

FAR	52.216-24	Limitation of Government Liability
FAR	52.216-26	Payments of Allowable Costs before Definitization
DFARS	252.217-7027	Contract Definitization
6. The definitized contract is planned to be Cost Plus Award Fee with the following definitization schedule:

Projected Award Date of UCA/Letter Contract	24 Aug 01
Projected Date to Begin Alpha Effort	05 Sep 01
Projected Completion Date of Alpha Effort	20 Sep 01
Estimated Date of Contract Definitization	27 Sep 01
7. The contractor agrees to accomplish the effort described above at a Not-to-Exceed Ceiling Price of \$330,797.00 which includes the Engineering Test Support costs for both GM Defense and IBD.
8. The limitation of government liability amount is \$165,398.50.
9. The total dollars funded for this action are \$165,398.50.
10. The total amount obligated for Delivery Order 0001 is increased by \$165,398.50 from \$95,619,912.00 to \$95,785,310.50.
11. Except as specifically stated above, all other terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.
12. Modification 09 to Delivery Order 0001 has been cancelled and will not be issued.

*** END OF NARRATIVE A 009 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0001 **MOD/AMD** 10

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6000AG	X112C015X1 643653	AC 1 1GXC15	0.00 \$	165,398.50 \$	165,398.50
			NET CHANGE \$	165,398.50	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 12040000015R5R07P643653255Y S20113	W56HZV	\$ 165,398.50
				NET CHANGE \$ 165,398.50

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 95,629,912.00	\$ 165,398.50	\$ 95,795,310.50

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

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-2 CHANGED	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 \$ 165,398.50 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is 165,398.50 dollars.
(End of clause)

I-3 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A Cost Plus Award Fee contract 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 firm proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	27 Sep 2001
Submission of Proposal:	12 Sep 2001
Beginning of Negotiations:	05 Sep 2001
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	27 Sep 2001

(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 price in no event to exceed \$330,797.00.

(End of clause)