

<b>2. Amendment/Modification No.</b> 38	<b>3. Effective Date</b> 2002NOV25	<b>4. Requisition/Purchase Req No.</b> SEE SCHEDULE	<b>5. Project No. (If applicable)</b>
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<b>6. Issued By</b> TACOM SFAB-GCS-W-BCTP LESLIE LEWIS (586)753-2054 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LEWISL@TACOM.ARMY.MIL	<b>Code</b>	W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000	<b>Code</b>	S2305A
			SCD C PAS NONE ADP PT SC1012		

<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  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"/>	<b>9A. Amendment Of Solicitation No.</b>
	<input type="checkbox"/>	<b>9B. Dated (See Item 11)</b>
	<input checked="" type="checkbox"/>	<b>10A. Modification Of Contract/Order No.</b> DAAE07-00-D-M051/0001
<b>Code</b> INLE2	<b>Facility Code</b>	<b>10B. Dated (See Item 13)</b> 2000NOV16

**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: AL NET INCREASE: \$6,395,000.00

**13. THIS ITEM ONLY APPLIES 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: FAR 52.243-2/ALT II	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 type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<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.

<b>15A. Name And Title Of Signer (Type or print)</b>	<b>16A. Name And Title Of Contracting Officer (Type or print)</b> SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)	<b>15C. Date Signed</b>
	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)
	<b>16C. Date Signed</b> 2002MAR20

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

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF STRYKER ARMORED VEHICLES

1. This bilateral Modification 38 to Delivery Order 0001 under Requirements Contract DAAE07-00-D-M051 is a change order.
2. In accordance with paragraph C.5.8.1 entitled, "Systems Engineering - FUE" the contractor is hereby directed to design, produce and deliver fifty-nine (59) each Rocket Propelled Grenade (RPG) Level B Surrogate Add-On Armor Kits and all related installation hardware for use during Initial Operational Test and Evaluation (IOT&E). These kits should be as close to production representative as possible.
3. The period of performance for this effort shall begin 25 November 02 and the estimated date of completion is 14 March 2003.
4. The kit delivery schedule is hereby incorporated as Attachment 008 to this Modification 38. The initial ten (10) sets scheduled for delivery on 31 Jan 03 shall consist of three (3) ICVs, two (2) ATGMs, one (1) CVs, two (2) RVs and two (2) FSVs and shall be delivered to Aberdeen Proving Grounds, Maryland. The remaining thirty-nine (49) kits shall be delivered to Fort Lewis, Washington. This schedule represents the date when the kits will ship from the contractor.
5. The FOB point, Inspection and acceptance will be at destination, Aberdeen Proving Grounds (APG) and Fort Lewis, Washington.
6. The Contractor Field Service Representatives (CFSRs) shall be responsible for installation and removal of all kits at the test sites.
7. These kits, with mounting provisions, have a maximum weight of 8,700 pounds (+/-) 10%. The center of gravity for the modules are to be (+-) 1 inch forward/rearward and (+/-) 1 inch vertical/horizontal of the production armor.
8. The headlights and rear view mirrors are to be mounted directly on top of the Surrogate Armor Kit.
9. The nose mounted Smoke Grenade Dischargers are to be mounted on top of the Surrogate Armor Kit using an additional bracket and the existing fasteners, ground straps and the discharger bracket. An additional ground strap is to be provided in the kit to go from the Surrogate Armor to the existing hull tapping pad. To compensate for the nose mounted dischargers being raised an additional extension harness connecting cable/connector is being supplied.
10. All panels and associated hardware are to be painted with BCT exterior green coloured paint and all upper bow panels that are walking surfaces will have the non-slip grit applied.
11. The individual tiles will have "NON-ARMOR" stamped in 1 inch letters in the middle of the attack surface. The rear of each tile will have a 3/8 inch blue stripe 3 inches from the top, and another 3/8 inch blue stripe three inches from the bottom of the box.
12. The kits are to be installed utilizing production representative methods and materials.
13. A commercial installation instruction guide with illustrations is to be provided to aid in the field surrogate installation process.
14. Access to the signal entry panel (CV) only shall be provided.
15. Vehicles are to be fully re-stowed following the installation of these kits.
16. Vehicle crews are to receive a familiarization briefing on the surrogate kits under Delivery Order 0008 for Net and Fielding.
17. Costs for contractor field installation support at Aberdeen Proving Grounds (APG) are to be funded under Delivery Order 0018 for Test Support. Costs for contractor field installation support at Fort Lewis, Washington are to be funded under Contract DAAE07-02-C-B001 for Interim Contractor Logistics Support.
18. The following will not be provided/included as part of this effort:
  - a) surrogate armor on the ramp man door and side escape hatch
  - b) armor in the right rear wall area where HFE antenna coupler is mounted (CV)
  - c) access through the AoA to the Power Entry Panel (PEP) (all variants)
  - d) armor on the Signal Entry Panel (SEP) (CV only)
  - e) provisions for front bumper, front bush guard or for vehicle environmental tarp and mounting

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- f) engineering performance analysis for the implementation of kits on the vehicle
- g) studies to determine the change in the burst cloud pattern as a result of relocation of the nose mounted dischargers
- h) TDP, technical publications or spare parts
- i) winch fair lead and pulleys will not be fitted nor will stowage provisions for these items be provided
- j) modifications to the side escape hatch exterior handle or to the ramp main door exterior handle and hold open device.

19. The following clauses apply to this Modification 38:

FAR 52.222-2	Payment for Overtime Premiums
FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs before Definitization
DFARS 252.217-7027	Contract Definitization

20. The definitized contract is planned to be a Cost Plus Award Fee (CPAF) with the following definitization schedule:

Projected Award Date of HCA/Letter Contract	20 Mar 2003
Projected Date to Begin Alpha Effort	30 May 2003
Projected Completion Date of Alpha Effort	29 Aug 2003
Projected Date of Contract Definitization	09 Sep 2003

21. The contractor agrees to accomplish this effort at a Not-to-Exceed Ceiling Price of \$12,790,000.00.

22. The limitation of Government liability amount is \$6,395,000.00.

23. The total amount funded for this effort is \$6,395,000.00.

24. The total amount obligated for Delivery Order 0001 is increased by \$6,395,000.00.

25. Except as specifically stated above, all other terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 040 \*\*\*

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
6007AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ADD-ON ARMOR KITS IOT&amp;E (59)                      PRON: X13GX035X1 PRON AMD: 02 ACRN: AL                      AMS CD: 31107180008</p> <p>Design, production and delivery of 59 each                      Level B Rocket Propelled Grenade (RPG)                      Surrogate Add-On Armor Kits with all                      related installation hardware.</p> <p>Ceiling Price: \$12,790,000.00                      Limitation of Liability: \$ 6,395,000.00</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</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>001</td> <td>W909533007H001</td> <td></td> <td>M</td> <td></td> <td>1</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>10</td> <td>14-FEB-2002</td> </tr> <tr> <td>002</td> <td>10</td> <td>21-FEB-2003</td> </tr> <tr> <td>003</td> <td>9</td> <td>28-FEB-2003</td> </tr> <tr> <td>004</td> <td>6</td> <td>07-MAR-2003</td> </tr> <tr> <td>005</td> <td>4</td> <td>14-MAR-2003</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE07-00-D-M051/0001</p> <p>DOC SUPPL</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></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W909533007H001		M		1	DEL REL CD	QUANTITY	DEL DATE	001	10	14-FEB-2002	002	10	21-FEB-2003	003	9	28-FEB-2003	004	6	07-MAR-2003	005	4	14-MAR-2003	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD							59	ST	\$ UNDEFINITIZED	\$ 6,395,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002	W909533007H002 W91A2N J 1 PROJ CD BRK BLK PT EAI <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      10                      07-FEB-2003				
	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0001				
	DOC                      SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 W909533007H003 W81C5M J 1 PROJ CD BRK BLK PT EAI <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      10                      31-JAN-2003				
	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0001				

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN	JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6007AA	X13GX035X1 31107180008	AL	1 3GXP03	\$ 0.00	\$ 6,395,000.00	\$ 6,395,000.00
				NET CHANGE	\$ 6,395,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AL	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$ 6,395,000.00
			NET CHANGE	\$ 6,395,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 275,815,587.88	\$ 6,395,000.00	\$ 282,210,587.88

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 6,395,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,395,000.00 dollars.  
(End of clause)

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## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
---------------	------------------------	--------------	-------------

I-1 CHANGED	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
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(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(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: 09 Sep 2003

Submission of Proposal: 14 Apr 2003

Beginning of Negotiations: 30 May 2003

Submission of Make-or-Buy: N/A

Submission of Subcontracting Plan: N/A

Submission of Cost and Pricing Data: 09 Sep 2003

(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.

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(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 \$12,790,000.00.

(End of clause)

I-3 CHANGED 52.216-26

PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION

APR/1984

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 008	SURROGATE KIT DELIVERY SCHEDULE	07-JAN-2003	001	DATA