

<b>2. Amendment/Modification No.</b> 53	<b>3. Effective Date</b> 2002JUN14	<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 VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL	<b>Code</b>	W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-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: AH NET INCREASE: \$1,500,000.00

**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.

<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> 2002JUN14

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MOD/AMD 53

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

## SECTION A - SUPPLEMENTAL INFORMATION

Family of Stryker Armored Vehicles - Engineering Manufacturing Development (EMD)

1. This Modification 53 to Delivery Order 0001 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Pursuant to Requirements Contract DAAE07-00-D-M051 Clause I.74, FAR 52.243-2, entitled "Changes - Cost Reimbursement (Alternate II (APR 1984))", this modification changes the requirement specified in the contract scope of work Paragraph C.5.10.2.2. The scope of work is changed to include the conversion of four (4) Mortar Carrier Vehicle Version A (original configuration) to the Mounted Mortar Carrier Version B (Block Improved configuration) to support the testing of Mortar Carrier Version B.
3. The contractor shall convert the Mortar Carrier Version A Vehicles in accordance with the Mortar Carrier Block Improvement Performance Specification 2000.2 except for Paragraph 3.1.1.7.1.1 entitled "BIT/BITTE and Embedded Diagnostics" and Paragraph 3.2.1 entitled "Embedded Training".
4. The contractor shall implement Mortar Carrier unique contractor generated changes into the four (4) modified vehicles which are cut into the 43rd Mortar Carrier delivered to the Government. The contractor shall implement all common contractor generated changes identified, as required, for Safety and/or due to NO-FIT hardware conditions which are cut into the 11th ICV manufactured in the Anniston facility. To ensure that the delivery schedule of the four (4) modified Mortar Carriers can be met, any additional contractor generated changes shall be implemented only on a case by case basis through joint approval of PM BCT and the contractor. The contractor shall provide the vehicle baseline prior to vehicle delivery into test.
5. The contractor agrees that the conversion of the four (4) Mortar Carrier Version A vehicles will result in production representative Mounted Mortar Carrier Vehicles which will be suitable for the following tests: Mounted Mortar Safety Certification Test, Initial Operational Test and Evaluation (IOT&E), Live Fire Test and Evaluation (LFT&E), and Production Verification Test (PVT). The first vehicle delivered in December 2002 will be suitable to conduct drop height, toxic fumes, noise and blast overpressure weapon tests. The first vehicle will be returned to Contractor control following this testing for vehicle completion no later 20 March 2003.
6. The contractor shall submit vehicle inspection criteria 30 days prior to vehicle delivery. The vehicles shall be delivered, via the DD250 process, in accordance with the following schedule:

1st Mounted Mortar Carrier:	15 December 2002
2nd Mounted Mortar Carrier:	20 January 2003
3rd Mounted Mortar Carrier:	20 February 2003
4th Mounted Mortar Carrier:	20 March 2003
7. The period of performance for this effort is from modification execution through 30 September 2003.
8. The following clauses apply to this modification:

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs Before Definitization
FAR 252.217-7027	Contract Definitization
9. The definitized modification is planned to be on a cost reimbursement basis with the following definitization schedule:

Projected Award Date:	14 June 2002
Proposal Receipt Date:	29 July 2002
Completion of Negotiations Date:	15 October 2002
Modification Definitization Date	31 October 2002
10. The contractor agrees to accomplish the effort described above at a Not-To-Exceed Ceiling Cost (inclusive of fee) of \$3,000,000.
11. The Limitation of Government Liability amount is \$1,500,000.
12. The total dollars funded for this action are \$1,500,000.
13. The contractor shall include and track this effort in the Earned Value Management System (EVMS).
14. In a future modification to the Requirements Contract, the parties agree to revise scope of work paragraph C.5.10.2.2 to include the requirement as follows:

"The conversion of four (4) Mortar Carrier Vehicle Version A (original configuration) to the Mounted Mortar Carrier Version B

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

(Block Improved configuration) to a production representative Mounted Mortar Carrier Vehicles which will be suitable to adequately support the following tests: Mounted Mortar Safety Certification Test, Initial Operational Test and Evaluation (IOT&E), Live Fire Test and Evaluation (LFT&E), and Production Verification Test (PVT)."

15. As a result of this Modification P00053, the total amount obligated to Delivery Order 0001 is increased by \$1,500,000. 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 039 \*\*\*

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0103AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MORTAR CARRIER VERSION B                      SECURITY CLASS: Unclassified                      PRON: X12GX099X1 PRON AMD: 01 ACRN: AH                      AMS CD: 31107180008</p> <p>The conversion of four (4) Mortar Carrier Version A Vehicles to production representative Mounted Mortar Carrier Version B Vehicles suitable to adequately support Mortar Safety Certification Test, IOT&amp;E, LFT&amp;E, and PVT.</p> <p>The contractor shall deliver the vehicles in accordance with the following schedule:</p> <p>1st Vehicle: 15 December 2002                      2nd Vehicle: 20 January 2003                      3rd Vehicle: 20 February 2003                      4th Vehicle: 20 March 2003</p> <p>UNDEFINITIZED ACTION</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>30-SEP-2003</td> </tr> </table> <p style="text-align: right;">\$ 1,500,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2003				\$ 1,500,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2003												

**CONTINUATION SHEET**

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**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
0103AA	X12GX099X1 31107180008	AH 1 2GXP01	0.00 \$	1,500,000.00 \$	1,500,000.00
			NET CHANGE \$	1,500,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AH	21 22033000025R5R07P31107131E9 S20113	W56HZV	\$ 1,500,000.00
			NET CHANGE \$	1,500,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 221,876,885.50	\$ 1,500,000.00	\$ 223,376,885.50

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<b>Name of Offeror or Contractor:</b> 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 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984												
<p>(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,500,000 dollars.</p> <p>(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,500,000 dollars. (End of clause)</p>															
I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998												
<p>(a) A Cost Type 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.</p> <p>(b) The schedule for definitizing this contract action is as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Target Date for Definitization:</td> <td>31 October 2002</td> </tr> <tr> <td>Submission of Proposal:</td> <td>29 July 2002</td> </tr> <tr> <td>Beginning of Negotiations:</td> <td>16 September 2002</td> </tr> <tr> <td>Submission of Make-or-Buy:</td> <td>N/A</td> </tr> <tr> <td>Submission of Subcontracting Plan:</td> <td>N/A</td> </tr> <tr> <td>Submission of Cost and Pricing Data:</td> <td>29 July 2002</td> </tr> </table> <p>(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.</p> <p>(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-</p> <p>(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);</p> <p>(ii) All clauses required by law as of the date of the Contracting Officer's determination; and</p> <p>(iii) Any other clauses, terms, and conditions mutually agreed upon.</p> <p>(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.</p> <p>(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed \$ 3,000,000.</p> <p style="text-align: center;">(End of clause)</p>				Target Date for Definitization:	31 October 2002	Submission of Proposal:	29 July 2002	Beginning of Negotiations:	16 September 2002	Submission of Make-or-Buy:	N/A	Submission of Subcontracting Plan:	N/A	Submission of Cost and Pricing Data:	29 July 2002
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