

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 8**

PIIN/SIIN DAAE07-00-D-M051/0002

MOD/AMD BS

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

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification BS to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of 23 Anti-Tank Guided Missile (ATGM) Vehicles. The Contractor Serial Number will be established at the time of conditional acceptance.
3. Baseline Configuration. The baseline configuration for the vehicle, with final assembly in Lima, Ohio, is the contractor's General Assembly ATGM Part Number 12479559 and Engineering Release Record (ERR) Number GDV0622, dated 11 October 2002, with the exceptions of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ATGM, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the Performance Specification, and any Interface Control Documents related to Government Furnished Material.
 - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
 - 2) The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 31 January 2003. The contractor shall submit a revised CM Plan NLT 15 February 2003.
 - 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.
5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1).
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.
7. The vehicles will be conditionally accepted pending completion of the First Production Vehicle Inspection (FPVI). For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all ATGMs

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previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) ATGM--Rev Draft, dated 29 August 2002.

9. Pursuant to the FIRs identified in paragraph 8 above, the subject ATGM will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The contractor shall submit the vehicle specific Attachment A within 2 business days after the DD 250 approval. If a DD 1149 is required, the contractor shall provide the vehicle specific Attachment A within two business days after shipment. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and the Vehicle Information Data Sheets (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain a vehicle unique retrofit data sheets, formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the vehicles Configuration Baseline and/or Performance Specification requirements identified herein:

1) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021).

2) The winch. (Reference Contractor Waiver W-BCT-024)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet all the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. Armor (14.5mm). In the event the 14.5 Armor does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the armor, at a location specified by the Government, at no additional cost to the Government.

f. Armor Panel Grit Adhesion Issue. Vehicles may be conditionally accepted and shipped prior to the implementation of the corrective action for the Armor panel grit adhesion issue. The armor panel grit issue must be added to Attachment A. The contractor agrees to provide the necessary corrective action and retrofit all vehicles as necessary, at a location specified by the Government, at no additional cost to the Government.

g. Card Rack Assembly. In the event the card rack assembly does not meet the requirements of the contract, the contractor shall perform corrective action and/or retrofit of the card rack assembly on all ATGM vehicles, to include all previously accepted ATGM vehicles. The corrective action and/or retrofit of the card rack assembly shall be performed at a location specified by the Government, at no additional cost to the Government.

h. Field Problem Issues. In the event a contractor responsible field problem issue creates the need for vehicle retrofit, the Contractor shall perform any corrective action and/or retrofit, at a location specified by the Government, at no additional cost to the Government.

1) The Contractor may invoice for any vehicle price withhold due to Field Problem Issues, as referenced in Attachment A of this modification, in the following manner: The contractor may invoice for 50% of a field issue withhold when the Contractor certifies that replacement parts/material are available for vehicle application. The Contractor may invoice for the remaining 50% of the withhold when the vehicle retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.

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2) In the event the vehicles are not available for the contractor to perform the retrofit within 30 days after the receipt of retrofit material, the Contractor may invoice for an additional 30% of the field problem issue price withhold. The remaining 20% shall be withheld until the retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.

3) If both parties agree that no vehicle retrofit is required, the Contractor may invoice for 100% of the field issue withhold.

10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$39,306 prior to liquidation of progress payments. The price reduction is made up of two components.

a. The first component is the removal of the Production Verification Test (PVT) cost from the vehicle price at \$28,678 per vehicle. pending mutual resolution of production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

b. The second component is the price reduction for the pending resolution of the spall liner changes. A tentative price reduction of \$10,628 per vehicle is taken under this modification for the spall liner revision.

11. The Government shall withhold a total of \$104,115 per vehicle (after the liquidation of progress payments). Of this total, \$54,115 per vehicle is for all of the items addressed above in Paragraphs 9 of this modification. The remaining withhold of \$50,000 per vehicle relates to the air transportability issues which are addressed in paragraphs 12 and 13 below.

The contractor shall install all armor prior to shipment. The Government shall withhold \$17,000 per vehicle. The armor withhold will be released by vehicle upon verification by a designated Government official that the contractor has retrofitted fully compliant armor.

12. Transportability.

a. The contractor provided the required CDRL 0010 report per C.3.7.3.2, but the information has changed as the design of the ATGM has matured. Therefore, the data submitted is no longer applicable and has to be updated/corrected to meet the contract requirements. The contractor agrees to meet the following milestones:

1) Transportability Documentation. The contractor submitted transportability documentation prior to 31 December 2002, however supplemental documentation is required. The contractor shall submit supplemental documentation and any corrective action to the Government not later than 31 January 2003 to the following:

Director, Military Traffic Management Command, Transportation Engineering Agency
ATTN: MTE-DPE (Mr. Owen Spivey)
720 Thimble Shoals Blvd., Suite 130
Newport News, VA 23606

2) The contractor ran its ramp test model for 12, 13 1/2, and 15 degrees for the ATGM and provided the results to the Government prior to 29 December 2002, however supplemental test modelling may be required to support adequate transportability documentation.

3) If the contractor fails to make progress against the aforementioned requirements, the Government may exercise its remedies under the contract.

13. Vehicle Retrofits/Corrective Actions. Any vehicle retrofits or corrective actions required to meet the Transportability Requirements, to include all safety releases, shall be completed by the contractor not later than 31 March 2003.

a. The Government will withhold \$15,000 per vehicle relating to the completion of the hardware (such as the cat walk) and/or software (such as the HMS) safety release. The contractor may invoice \$345,000 (\$15,000 per vehicle) upon receipt of the applicable Government safety release.

b. The Government will withhold an additional \$35,000 per vehicle relating to the installation of the corrective actions verified in the safety release as stated in 13a above. The Contractor may invoice the withheld amount of \$35,000 on a per vehicle, after all corrective actions have been applied to each vehicle and verified by a designated Government representative.

14. Shipping instructions.

a. The vehicles shall be shipped as follows:

1) Eight (8) ATGM vehicles shall be shipped no later than 31 January 2003.

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

2)_ Five (5) ATGM vehicles shall be shipped no later than 21 February 2003.

3) Ten (10) ATGM vehicles shall be shipped no later than 28 February 2003.

b. While the vehicles are shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles. The Government will not incur any expense due to the shipment of the vehicles in place.

c. The W3P retrofitted cable, TRW P/N 881335-3 Revision C, JV P/N 16102675-002 shall be installed on each vehicle under this modification prior to completion of deprocessing.

d. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.

e. Prior to shipment, each vehicle must be 100% inspected to the FIR. Should any portion of the FIR not be completed, Attachment A must be annotated to indicate which parts of the FIR are not completed prior to shipment. If a part is included on Attachment A as a missing part, the requirement to annotate Attachment A for FIR areas not completed is waived.

f. Shipping Instructions are provided in Section B of this modification.

15. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$904,038 Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 098 ***

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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																					
0200	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 2320-01-481-8576 FSCM: 19207 PART NR: 12479559 SECURITY CLASS: Unclassified																									
0200AA	<u>PRODUCTION QUANTITY</u> NOUN: ANTITANK GUIDED MISSILE VEH PRON: X11GX003X1 PRON AMD: 14 ACRN: AA AMS CD: 311071 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 919 846 961"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W909530320H003</td> <td></td> <td>M</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="264 972 768 1045"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>004</td> <td>DELETED</td> <td></td> </tr> <tr> <td>005</td> <td>10</td> <td>31-DEC-2002</td> </tr> </table> FOB POINT: Origin 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. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530320H003		M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	004	DELETED		005	10	31-DEC-2002	10	EA	\$ 2,374,718.000	\$ 23,747,180.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0200AE	<p><u>PRODUCTION QUANTITY</u></p> <p>23</p> <p>PRON: X11GX003X1 PRON AMD: 14 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>007</td> <td>W909533007L005</td> <td>W91A2N</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>I07</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>23</td> <td>31-DEC-2003</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA:</p> <p>Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten (586) 753-2135</p> <p>SHIP TO: FT. LEWIS FIELDING OFFICE BLDG 3041 ATTN: MR. COVINGTON, PH (253) 966-4851/ CELL (253) 405-2697 MS. BRAY, PH (253) 966-4851 FT. LEWIS, WA 98433-5000</p> <p>(End of narrative F001)</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	007	W909533007L005	W91A2N	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					I07					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	23	31-DEC-2003	23	EA	\$ 2,335,412.000	\$ 53,714,476.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ <u>AMS CD</u>	ACRN	OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE AMOUNT</u>
0200AA	X11GX003X1 311071	AA	1 1GXP01	\$	78,365,694.00	\$	-54,618,514.00	\$	23,747,180.00
0200AE	X11GX003X1 311071	AA	1 1GXP01	\$	0.00	\$	53,714,476.00	\$	53,714,476.00
					NET CHANGE	\$	-904,038.00		

<u>SERVICE NAME</u>	<u>NET CHANGE BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ACCOUNTING STATION</u>	<u>INCREASE/DECREASE AMOUNT</u>
Army	AA	21	12033000015R5R07P31107131E9	S20113	W56HZV	\$ -904,038.00
						NET CHANGE \$ -904,038.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	686,787,444.28	\$	-904,038.00	\$	685,883,406.28