

2. Amendment/Modification No. D1	3. Effective Date 2003SEP24	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN BLDG 231 SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT HQ0337		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 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-M051/0002
	<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: AA NET DECREASE: -\$2,527,398.00

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) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068
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 2003SEP24

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification D1 to Delivery Order 0002 under Requirement Contract DAAE07-00-D-M051 is a supplemental agreement.

2. The purpose of this Modification D1 is to reflect the negotiated settlements for the following actions:

a. Reconnaissance Vehicle (RV) and Fire Support Vehicle (FSV) RWS / Cupola Change -

1. An undefinitized change order, Modification P00010, executed on 20 July 2001, deleted the requirement for a Remote Weapon Station (RWS) and substituted a Cupola in place of the RWS for the RV.

2. An undefinitized change order, Modification P00004, executed on 30 August 2001, deleted the requirement for a Remote Weapon Station (RWS) and substituted a Cupola in place of the RWS for the FSV.

3. On 11 February 2003, the contractor provided a proposal (CCP 034) for the definitization of RV and FSV RWS / Cupola change order.

b. Engineer Squad Vehicle (ESV) Mine Detection Devices termination -

1. A partial termination for convenience of the Government, Modification 07, executed on 4 October 2001, deleted the mine detection device requirement for the ESV.

2. On 20 March 2002, the contractor provided a proposal (CCP 042) for the termination of the mine detection device requirement for the ESV.

3. Modifications B9 and BK, executed 20 November 2002 and 19 December 2002 respectively, affected tentative downward vehicle unit price adjustments for each of these actions; consequently, the negotiated unit price reductions are off-set by the previous reductions as follows:

	NEGOTIATED UNIT PRICE REDUCTION	PRIOR UNIT PRICE REDUCTION	THIS ACTION UNIT PRICE REDUCTION
Reconnaissance Vehicle	(\$82,647)	(\$62,000)	(\$20,647)
Fire Support Vehicle	(\$81,816)	(\$62,000)	(\$19,816)
Engineer Squad Vehicle	(\$108,907)	(\$75,000)	(\$33,907)

4. This negotiated settlement also includes an increase to the non-recurring price in the amount of \$116,291. The parties agree to off-set the RV extended price reduction by the amount of the non-recurring price as reflected below.

5. Under the previously executed conditionally acceptance modifications, the Government has withheld payment of a cumulative amount of \$45,000,000 for various open issues. Furthermore, the parties have agreed that the contractor may invoice for vehicle withholds upon certification and Government verification that the issue associated with the vehicle withhold has been resolved. Under this modification, the contractor agrees to permanently defer partial payment of those withholds in the amount required to satisfy this negotiated settlement. This agreement does not alter any prior agreements or the contractor's responsibility to resolve all of the issues associated with the \$45,000,000 withhold. Until the contractor certifies and the Government verifies the resolution of open issues which total \$2,527,397 (the amount due the Government for this negotiated settlement) the Government will not release any further withholds to the contractor.

	QUANTITY OF VEHICLES	FINAL UNIT PRICE REDUCTION	EXTENDED PRICE REDUCTION	NON-RECURRING PRICE	ADJUSTED EXTENDED PRICE REDUCTION
Reconnaissance Vehicle	66 x	(\$20,647) =	(\$1,362,702) -	\$116,291 =	(\$1,246,411)
Fire Support Vehicle	27 x	(\$19,816) =	(\$535,032) -	0 =	(\$535,032)

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	PIIN/SIIN DAAE07-00-D-M051/0002	MOD/AMD D1	

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

Engineer Squad Vehicle 22 x (\$33,907) = (\$745,954) - 0 = (\$745,954)

6. As a result of this negotiated settlement, Delivery Order 0002 Section B is revised as follows:

- a. The Reconnaissance Vehicle CLIN 0300AA is reduced by \$1,246,411 from \$4,907,724 to \$3,661,312.
- b. The Fire Support Vehicle CLIN 0400AC is reduced by \$535,032 from \$1,291,097 to \$756,065.
- c. The Engineer Squad Vehicle CLIN 0500AD is reduced by \$745,954 from \$2,123,455 to \$1,377,501.

7. In consideration of this Modification D1 to Delivery Order 0002, agreed to herein as complete equitable adjustment, to all of the actions discussed above, the Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances of the negotiated settlements contained in this Modification D1.

8. As a result of the negotiated settlements outlined above, the price of Delivery Order 0002 is decreased by \$2,527,398. Except as specifically stated above, all terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 131 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD D1

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0300AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: RECONNAISSANCE VEHICLE PRON: X11GX004X1 PRON AMD: 22 ACRN: AA AMS CD: 311071</p> <p>CLIN Revised by Modification D1. (End of narrative B001)</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></p> <p>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>016</td> <td>W909533007L003</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>IOM</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>4</td> <td>31-JAN-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>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	016	W909533007L003	W91A2N	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					IOM					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	31-JAN-2003	4	EA	\$ 915,328.00000	\$ 3,661,312.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
016	W909533007L003	W91A2N	M		1																														
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
	IOM																																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	4	31-JAN-2003																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD D1

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400AC	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FIRE SUPPORT VEHICLE PRON: X11GX085X1 PRON AMD: 11 ACRN: AA AMS CD: 311071</p> <p>CLIN Revised by Modification D1.</p> <p>(End of narrative B001)</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W909532282L012 W91A2N M W4GG03 1 <u>PROJ CD BRK BLK PT</u> IOH <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-SEP-2002</p> <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>MARK FOR: MARK FOR</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p>	1	EA	\$ 756,065.00000	\$ 756,065.00
0500AD	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ENGINEERING SQUAD VEHICLE PRON: X11GX005X1 PRON AMD: 21 ACRN: AA AMS CD: 311071</p>	1	EA	\$ 1,377,501.000	\$ 1,377,501.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD D1

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN Revised by Modification D1. (End of narrative B001)</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 011 W909533168A001 W81C39 M W04WAA 1 <u>PROJ CD BRK BLK PT</u> IOJ <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 31-MAR-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C39) PR W04W USA WHITE SANDS MSL RANGE EQUIP MGT BR EQUIP ACCT SEC BLDG 1840 RAMSEY STREET WHITE SANDS MSL RANGE NM 88002-5000</p> <p>MARK FOR: W04WAA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p>				

CONTINUATION SHEET

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0300AA	X11GX004X1 311071	AA	1 1GXP01	\$	4,907,724.00	\$	-1,246,412.00	\$	3,661,312.00
0400AC	X11GX085X1 311071	AA	2 1GXP01	\$	1,291,097.00	\$	-535,032.00	\$	756,065.00
0500AD	X11GX005X1 311071	AA	1 1GXP01	\$	2,123,455.00	\$	-745,954.00	\$	1,377,501.00
					NET CHANGE	\$	-2,527,398.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ -2,527,398.00
NET CHANGE				\$ -2,527,398.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 680,149,264.28	\$ -2,527,398.00	\$ 677,621,866.28