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| 2. Amendment/Modification No. 43 | 3. Effective Date 2004FEB27 | 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 | | |

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| 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 | <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-M051/0010 |
| | <input type="checkbox"/> | 10B. Dated (See Item 13) 2002MAR23 |
| TYPE BUSINESS: Large Business Performing in U.S. | | |
| 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)
NO CHANGE TO OBLIGATION DATA

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.

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| <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.

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| 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 2004FEB27 |

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| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 3 |
| | PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD 43 | |
| Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE | | |

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 43 to Delivery Order 0010 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of this Modification 43 is to establish additional terms and conditions for the conditional acceptance of Stryker Vehicles, ATGM-0086, ATGM-0087 and ATGM-0088. The initial terms and conditions for the conditional acceptance of these three (3) Stryker Vehicles was established in Modification 33, executed on 24 October 2003. Since the execution of Modification 33, the contractor has provided notice of additional part shortages for ATGM-0086, ATGM-0087 and ATGM-0088.
3. Modification 33, Paragraph 25f, established a price withhold for these three ATGM Vehicles as follows: "For the November 2003 through January 2004 deliveries: The withhold is \$155,250 for ATGMs conditionally accepted without armor."
4. Since the execution of Modification 33, additional parts shortages, field/test and performance issues have been identified that necessitate additional vehicle price withhold. The following vehicle withhold are applicable to ATGM--0086, ATGM-0087 and ATGM-0088. Attachment 1, incorporated into this modification by reference, lists the withholds by issue.
 - a. ATGM-0086 price withhold: \$646,605
 - b. ATGM-0087 price withhold: \$648,714
 - c. ATGM-0088 price withhold: \$738,719
5. The Government will withhold \$518,305 per vehicle for the MITAS shortage. The contractor may invoice for all but \$15,000 (\$5,000 per vehicle) for this price withhold upon retrofit of the missing hardware, and successful completion of the vehicle retest/inspection to the applicable FIR. The contractor may invoice for the remaining withhold pending resolution of the AFOCAL and DVO field failures. The contractor shall perform any required corrective action and/or retrofit at a location specified by the Government, at no additional cost to the Government.
6. Cold Region Test Center Issues (CRTC). The contractor agrees to perform failure analysis and corrective action (if required) on the CRTC issues, as listed on Attachment 1. The contractor shall present the corrective actions and/or resolutions to the Government for disposition instructions. The contractor shall perform any required corrective action and/or retrofit at a location specified by the Government, at no additional cost to the Government.
7. Automatic Fire Extinguisher System (AFES). The parties have agreed on a path forward to address the AFES test results. The contractor shall provide technical data on the characteristics of the engine compartment design and configuration. The parties will execute a no-fee work directive to analyze the optimum configuration for sensor location based on the probable ignitions sources and fire risks. The contractor shall submit the proposed work directive for Government review no later than 4 March 2004. The contractor shall provide a detailed schedule for the analysis, modeling and IPT review(s) on the same date.
8. The Government conditionally accepts vehicles pending failure analysis and resolution/corrective action (if required) of the Field/Test Issues and Performance Specification requirements. The issues and applicable withholds are specified in Attachment 1. A vehicle price withhold of \$20,300 per vehicle is established for the Field/Test Issues and Performance Specification requirements. The contractor shall perform any required corrective action and/or retrofit (if required) at a location specified by the Government, at no additional cost to the Government.
9. The contractor may invoice for any Field/Test/Performance Specification vehicle price withhold, as referenced on the DD250 for each vehicle, in the following manner:
 - a. The contractor may invoice for 50% of a specific 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.
 - b. In the event the vehicles are not available for the contractor to perform the retrofit within 30 days after receipt of retrofit material, the contractor may invoice for an additional 30% of the 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.
10. As a result of this modification, the total price of Delivery Order 0010 is neither increased nor decreased. Except as stated above, all other terms and conditions of the vehicle conditional acceptance Modification 33 and Delivery Order 0010 remain unchanged and in full force and effect.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD 43 | Page 3 of 3 |
| Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE | | |

*** END OF NARRATIVE A 041 ***