

| | | | |
|-------------------------------------|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No. 04 | 3. Effective Date 2003NOV07 | 4. Requisition/Purchase Req No. SEE SCHEDULE | 5. Project No. (If applicable) |
|-------------------------------------|--------------------------------|---|--------------------------------|

| | | | | | |
|--|------|--------|---|------|--------|
| 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 | <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-M051/0011 |
| | <input type="checkbox"/> | 10B. Dated (See Item 13) 2003SEP23 |
| 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)
ACRN: AA NET INCREASE: \$1,248,289.00

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 2003NOV07 |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 6**

PIIN/SIIN DAAE07-00-D-M051/0011

MOD/AMD 04

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

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Modification 04 to Delivery Order 0011 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The contractor submitted a Not-To-Exceed (NTE) proposal, proposal number CCP 202 (BCT03-1233), dated 22 October 2003, for the Production Cut-In of the C4ISR equipment change in the Commander's Vehicle (CV) superset for SBCT3.
3. In accordance with FAR Clause 52.243-1 entitled "Changes - Fixed Price", this modification requires the contractor to integrate the C4ISR equipment change in the CV superset for SBCT3 into sixteen (16) CVs.
4. The contractor shall integrate the C4ISR equipment change in the CV superset for SBCT3 into the following CVs:
 - a. A quantity of two (2) CVs acquired under Delivery Order 0002. One (1) of these vehicles will be utilized for testing and the second vehicle will be used for Logistics Demonstration (LOG DEMO). The contractor shall retrofit these two CVs with the SBCT3 CV C4ISR equipment in the CV superset no later than 31 July 2004. This NTE does not include any costs for travel or test support associated with this retrofit effort.
 - b. A quantity of fourteen (14) CVs scheduled for delivery under Delivery Order 0010. The delivery schedule for these vehicles is as follows:

| Delivery Date | CV Quantity |
|-------------------|---------------|
| 31 July 2004 | Three (3) CVs |
| 31 August 2004 | Five (5) CVs |
| 30 September 2004 | Four (4) CVs |
| 31 January 2005 | Two (2) CVs |
5. As part of this modification, the contractor shall incorporate these hardware changes into the IETM, and Paper 10 Technical Manual Updates in accordance with CDRL A020.
6. The Contractor agrees to integrate the C4ISR equipment change in the CV superset for SBCT3 into sixteen (16) CVs at a Not-to-Exceed (NTE) Ceiling Price of \$2,496,577. The Limitation of Government Liability is established at \$1,248,289.
7. The following clauses apply to this modification:

FAR 52.216-24 Limitation of Government Liability
DFARS 252.217-7027 Contract Definitization
8. The definitive modification is planned to be on a Firm Fixed Price (FFP) basis with the following definitization schedule:

| | |
|-----------------------------------|-----------------|
| Projected Award Date: | 7 November 2003 |
| Proposal Receipt Date: | 5 December 2003 |
| Completion of Negotiations Date: | 29 January 2004 |
| Modification Definitization Date: | 4 February 2004 |
9. Section B is revised to establish CLIN 9001AC for this undefinitized action.
10. As a result of this Modification 04, the total amount obligated to Delivery Order 0011 is increased by \$1,248,289. Except as specifically stated above, all other terms and conditions of Delivery Order 0011 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 004 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0011 MOD/AMD 04

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | |
|-------------------|--|---------------|----------|--------------|--------|----------------|---|-------------------|---|-----------------|---|--|--|--|-----------------|
| 9001AC | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SBCT3 CV C41 CHANGES (NTE) PRON: X13GX319X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008</p> <p>UNDEFINITIZED ACTION</p> <p>CLIN 9001AC Added by Modification 04.</p> <p>(End of narrative B001)</p> <p>This is a Not-To-Exceed (NTE) price for the hardware and non-recurring labor cost for the installation and delivery of the C4ISR equipment change into the Commander's Vehicle (CV) superset for SBCT3. The NTE price includes updates to the incorporation of these hardware changes into the IETM, and Paper -10 Technical Manual in accordance with CDRL A020. The vehicles associated with this NTE are as follows:</p> <p>a. Two (2) CV RETROFIT: The contractor shall retrofit one (1) CV test vehicle and one (1) LOG DEMO vehicle acquired under Delivery Order 0002 with C4ISR equipment change into the CV superset for SBCT3. The contractor shall refurbish these two vehicles no later than 31 July 2004. This NTE does not include any costs for travel or test support associated with this retrofit effort.</p> <p>b. Fourteen (14) CV PRODUCTION CUT-IN: The contractor shall implement a cut-in to production for the C4ISR equipment change into the CV superset for SBCT3 for the 14 CVs currently under order in Delivery Order 0010 under CLIN 0600AA. The CV production schedule is as follows:</p> <table border="0" data-bbox="289 1577 667 1734"> <thead> <tr> <th>DELIVERY DATE</th> <th>QUANTITY</th> </tr> </thead> <tbody> <tr> <td>31 July 2004</td> <td>3</td> </tr> <tr> <td>31 August 2004</td> <td>5</td> </tr> <tr> <td>30 September 2004</td> <td>4</td> </tr> <tr> <td>31 January 2005</td> <td>2</td> </tr> </tbody> </table> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | DELIVERY DATE | QUANTITY | 31 July 2004 | 3 | 31 August 2004 | 5 | 30 September 2004 | 4 | 31 January 2005 | 2 | | | | \$ 1,248,289.00 |
| DELIVERY DATE | QUANTITY | | | | | | | | | | | | | | |
| 31 July 2004 | 3 | | | | | | | | | | | | | | |
| 31 August 2004 | 5 | | | | | | | | | | | | | | |
| 30 September 2004 | 4 | | | | | | | | | | | | | | |
| 31 January 2005 | 2 | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0011 **MOD/AMD** 04

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

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u> | <u>ACRN</u> | <u>OBLG STAT/</u> <u>JOB ORD NO</u> | <u>PRIOR AMOUNT</u> | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> | <u>CUMULATIVE</u> <u>AMOUNT</u> |
|--------|---|-------------|--|---------------------|---|------------------------------------|
| 9001AC | X13GX319X1 31107180008 A13P30082RX1 | AA | 1 3GXP48 | 0.00 \$ | 1,248,289.00 \$ | 1,248,289.00 |
| | | | | NET CHANGE | \$ 1,248,289.00 | |

| <u>SERVICE</u> <u>NAME</u> | <u>NET CHANGE</u> <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | <u>ACCOUNTING</u> <u>STATION</u> | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> |
|-------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|---|
| Army | AA | 21 32033000035R5R07P31107131E9 S20113 | W56HZV | \$ 1,248,289.00 |
| | | | | NET CHANGE \$ 1,248,289.00 |

| | <u>PRIOR AMOUNT</u> <u>OF AWARD</u> | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> | <u>CUMULATIVE</u> <u>OBLIG AMT</u> |
|-----------------------|--|---|---------------------------------------|
| NET CHANGE FOR AWARD: | \$ 31,632,594.00 | \$ 1,248,289.00 | \$ 32,880,883.00 |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 6**

PIIN/SIIN DAAE07-00-D-M051/0011

MOD/AMD 04

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

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 |
|-------------|-----------|------------------------------------|----------|

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,248,289 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,248,289 dollars.
(End of clause)

| | | | |
|-------------|--------------|-------------------------|----------|
| I-2 CHANGED | 252.217-7027 | CONTRACT DEFINITIZATION | OCT/1998 |
|-------------|--------------|-------------------------|----------|

(a) A Firm-Fixed Price (FFP) 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-Fixed Price (FFP) proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

| | |
|--------------------------------------|-----------------|
| Target Date for Definitization: | 4 February 2004 |
| Submission of Proposal: | 5 December 2003 |
| Beginning of Negotiations: | 23 January 2004 |
| Submission of Make-or-Buy: | N/A |
| Submission of Subcontracting Plan: | 23 January 2004 |
| Submission of Cost and Pricing Data: | 23 January 2004 |

(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.

(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 \$2,496,577.

[End of Clause]