

2. Amendment/Modification No. 01	3. Effective Date 2004AUG09	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN SFAE-GCSS-BCT-P THOMAS JAROSZ (586)753-2366 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JAROSZT@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-M051/0023
	<input type="checkbox"/>	10B. Dated (See Item 13) 2004JUN17
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)
SEE SECTION G FMS REQUIREMENT

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:	
<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) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072
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 2004AUG09

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 9****PIIN/SIIN** DAAE07-00-D-M051/0023**MOD/AMD** 01**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STYRKER FAMILY OF VEHICLES

1. This Modification 01 to Delivery Order 0023 to Requirements Contract DAAE07-00-D-M051 is a bilateral modification.
2. The purpose of this Modification 01 is to:
 - a. The following CLINs are hereby established in Section B.
 1. 0001AA - Three ICVs in support of FMS Case IS-B-ZAI
 2. 9001AA - Not-to-exceed (NTE) price for the undefinitized hardware change for the Full Function Crew Station
 3. 9001AB - Not-to-exceed (NTE) price for the undefinitized hardware change for the Squad Leader's Grab Handle
 4. 9001AC - Not-to-exceed (NTE) price for the undefinitized hardware change for the DVE Relocation (Final)
 - b. Incorporate Section C into the contract.
3. The following clauses apply to this modification in addition to the clauses in the basic requirements contract DAAE07-00-D-M051:

DFARS 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (April 2003)
FAR 52.216-24	Limitation of Government Liability (April 1984)
FAR 52.216-26	Payments of Allowable Costs before Definitization (Dec 2002)
DFARS 252.217-7027	Contract Definitization (Oct 1998)
4. The Contractor agrees to provide the hardware described in paragraph 2.a.1 at the price of \$3,741,798.00.
5. The Contractor agrees to accomplish the effort described above in paragraphs 2.a.2, 2.a.3 and 2.a.4 at a Not-to-Exceed Ceiling Price of \$11,424.00. The limitation of government liability amount is \$5,712.00.
6. The total dollars funded for this action are \$3,747,510.00.
7. The total amount obligated for Delivery Order 0023 is increased by \$3,747,510 from \$33,065.00 to \$3,780,575.00.
8. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0023 MOD/AMD 01

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 2320-01-481-8575 FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified																																							
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ICV (3) STRYKER INF CARRIER PRON: J54GX001X1 PRON AMD: 02 ACRN: AB AMS CD: ZAI001 FMS CASE IDENTIFIER: IS-B-ZAI</p> <p>These three (3) Infantry Carrier Vehicles (ICVs), serial numbers ICV-0354, ICV-0355 and ICV-0357 are in support of the Israeli FMS Case IS-B-ZAI. These vehicles are in the SBCT3 configuration minus the Remote Weapon System (RWS), and minus the M88 Chemical Detector.</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></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> </tr> <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> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BISK4N40719001</td> <td>BZ2ZAI</td> <td>L</td> <td>BISK00 1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> </tr> <tr> <td></td> <td></td> <td colspan="3">BIS002</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="2"></td> </tr> <tr> <td>001</td> <td>3</td> <td>09-AUG-2004</td> <td colspan="2"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: GOVT OF ISRAEL MINISTRY OF DEFENSE MAZLACH ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0023</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001	BISK4N40719001	BZ2ZAI	L	BISK00 1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			BIS002			<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	3	09-AUG-2004			3	EA	\$ 1,247,266.000	\$ 3,741,798.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0023 MOD/AMD 01

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	Contracor shall prepare and have ready for shipment all three (3) ICV's on the above delivery date. (End of narrative F001)													
9001	SECURITY CLASS: Unclassified													
9001AA	<u>SERVICES LINE ITEM</u> NOUN: NTE-FULL CREW STATION (FMS) PRON: J54GX004X1 PRON AMD: 01 ACRN: AC AMS CD: ZAI001 FMS CASE IDENTIFIER: IS-B-ZAI This is a Not-to-Exceed (NTE)price for the undefinitized hardware change for the Full Function Crew Station. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table border="0" data-bbox="264 1234 769 1310"> <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-DEC-2004</td> </tr> </table> <p style="text-align: right; margin-right: 100px;">\$ 2,802.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-DEC-2004				\$ 2,802.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-DEC-2004												
9001AB	<u>SERVICES LINE ITEM</u> NOUN: NTE-SQUAD LEADER GRAB HANDLE PRON: J54GX005X1 PRON AMD: 01 ACRN: AC AMS CD: ZAI001 FMS CASE IDENTIFIER: IS-B-ZAI This is a Not-to-Exceed (NTE)price for the undefinitized hardware change for the Squad Leader's Grab Handle. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ 1,200.00									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0023 MOD/AMD 01

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
9001AC	<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-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 1,200.00</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: NTE-DVE RELOCATION (FMS) PRON: J54GX006X1 PRON AMD: 01 ACRN: AC AMS CD: ZAI001 FMS CASE IDENTIFIER: IS-B-ZAI</p> <p>This is a Not-to-Exceed (NTE) price for the undefinitized hardware change for the DVE Relocation (Final).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 1,710.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-DEC-2004	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-DEC-2004				\$ 1,710.00
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CONTINUATION SHEET**Reference No. of Document Being Continued**

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MOD/AMD 01

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - Statement of Work

C.1.0 Stryker Production. The Contractor shall provide three (3) Stryker Infantry Carrier Vehicles (ICVs) without the Remote Weapon Station (RWS) and M88 Chemical Detector for the Government of Israel (GOI). The Contractor shall cap the roof and harness holes. (The Contractor shall provide the ICV in accordance with Interim Armored Vehicle (IAV) Performance Specification Number 2000.1 SBCT3 Configuration.

C.2.1 Final Inspection Records (FIRs). The Contractor shall utilize the current revision of the ICV FIR developed for DAAE07-00-D-M051 for acceptance of the three (3) Israel vehicles. In addition, an ICV FIR Addendum will be utilized to inspect for the removal of the RWS and M88 Chemical Detector. The Government will be furnished a copy of the ICV FIR Revision B, dated 30 July 2004 for review. The Contractor shall notify the Government prior to making any procedural changes to the FIRs. A completed copy of the FIR shall be submitted to the Government for each vehicle offered for acceptance.

C.2.2 Final Acceptance. For purposes of vehicle Final Acceptance, the Contractor is allowed to use components, sub-components (i.e. Golden Sets) to verify vehicle system functionality. Also, to ensure discrepancies found are not caused by components to be removed under this Letter of Agreement (LOA) (i.e. RWS), these components can also be installed as part of vehicle Final Acceptance, and removed prior to shipment.

C.2.3 Vehicle Unique List of Vehicle Issues. The vehicles under this LOA will not be accepted with known issues, shortages, or approved 3 Bde Engineering Change Orders and Change Request (ECO/CRs) not installed.

C.2.4 Vehicle Shipment. The vehicles will be shipped with all drain plugs installed. The vehicle will not have markings that identify it as a United States Military vehicle. The application of decals/markings that identify location of stowed components is permissible. Removal of components, such as RWS items, that create possible water entry into the vehicle, shall be capped/sealed prior to shipment in accordance with the LOA. The vehicles shall not contain Artic lubes. The oils/lubricants (i.e. engine oil, hydraulic oil, etc.) shall be those used on the Stryker vehicles prior to July 1, 2003.

C.2.5 Product Quality Deficiency Reports (PQDR). The Contractor shall investigate; provide failure analysis and corrective action to all Quality Deficiency Response Reports; Standard Form 368 (PQDR), generated against supplies produced under this LOA during the vehicle warranty period. The Contractor shall provide a report of the investigation, probable cause and proposed corrective action to the Procuring Contracting Officer (PCO) or his/her designated representative in accordance with CDRL A031 of Requirements Contract DAAE07-00-D-M051. The Contractor is required to provide PQDR support for the duration of this effort as specified in the LOA, reference Supportability note.

*** END OF NARRATIVE C 003 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0023 **MOD/AMD** 01

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>
0001AA	J54GX001X1 ZAI001 J54ZAI01EHIS	AB	1 4GXJYQ	\$	0.00	\$ 3,741,798.00	\$	3,741,798.00
9001AA	J54GX004X1 ZAI001 J54ZAI01EHIS	AC	1 4GXJYQ	\$	0.00	\$ 2,802.00	\$	2,802.00
9001AB	J54GX005X1 ZAI001 J54ZAI01EHIS	AC	1 4GXJYQ	\$	0.00	\$ 1,200.00	\$	1,200.00
9001AC	J54GX006X1 ZAI001 J54ZAI01EHIS	AC	1 4GXJYQ	\$	0.00	\$ 1,710.00	\$	1,710.00
					NET CHANGE	\$ 3,747,510.00		

<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	AB	9711 X8242IS01X6D1000ZAI 00131E9ISS20113	W56HZV	\$ 3,741,798.00
Army	AC	9711 X8242IS01X6D1000ZAI 00125FBISS20113	W56HZV	\$ 5,712.00
				NET CHANGE \$ 3,747,510.00

	<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:	\$ 33,065.00	\$ 3,747,510.00	\$ 3,780,575.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 9
	PIIN/SIIN DAAE07-00-D-M051/0023 MOD/AMD 01	

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,712.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,712.00 dollars.
(End of clause)

H-2 CHANGED	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
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a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Israel, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

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

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MOD/AMD 01

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 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

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

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

Target Date for Definitization:	30 Sep 2004
Submission of Proposal:	15 Aug 2004
Beginning of Negotiations:	15 Aug 2004
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	30 Sep 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 -9- in no event to exceed -10- .

[End of Clause]