

2. Amendment/Modification No. 08	3. Effective Date 2004JUN07	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC-B RICHARD PERMANTIER (309)782-3430 ROCK ISLAND IL 61299-7630 EMAIL: PERMANTIER@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 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. DAAE20-97-G-0002/0012
Code 7W356	Facility Code	10B. Dated (See Item 13) 1999FEB12

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

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) MARGARET C TUFTEE TUFTEEM@RIA.ARMY.MIL (309)782-7163
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 2004JUN07

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

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PIIN/SIIN DAAE20-97-G-0002/0012

MOD/AMD 08

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO SET FORTH THE TERMS AND CONDITIONS FOR THE SETTLEMENT OF MR. JOHN BROWN'S 1999 GERMAN INCOME TAX LIABILITY FOR SERVICES AS GDLS IN-COUNTRY FOX PROGRAM REPRESENTATIVE.

2. TACOM-RI WAS INFORMED FEB 2001 THAT TECHNICAL EXPERT STATUS (TESA) HAD BEEN DENIED FOR MR. BROWN. EMPLOYEES NOT COVERED BY TESA ARE SUBJECT TO GERMAN INCOME TAXES.

A. ON 9 FEB 04, GDLS SUBMITTED A PROPOSAL FOR REIMBURSEMENT OF EXPENSES INCURRED FOR MR. BROWN'S 1999 GERMAN TAXES, INTEREST, AND SOLIDARITY SURCHARGE (IN EURO DOLLARS) BASED ON SUPPORTING DOCUMENTATION FROM PRICE WATERHOUSE COOPERS, DATED 22 MAY 03.

B. PER FAR 31.205-6(e)(1), DIFFERENTIAL ALLOWANCES FOR ADDITIONAL INCOME TAXES RESULTING FROM FOREIGN ASSIGNMENTS ARE ALLOWABLE.

C. GDLS STANDARD PRACTICE 2-432, INTERNATIONAL PERSONNEL LONG-TERM FOREIGN ASSIGNMENT POLICY, UNDER VII.C.8. TAX EQUALIZATION STATES:

FOR ASSIGNMENTS WHERE TAX EQUALIZATION APPLIES, THE EMPLOYEE IS COVERED UNDER A POLICY WHERE HE/SHE NEITHER BEARS THE BURDEN OF INCOME TAXES WHICH ARE MORE, NOR RECEIVES A BENEFIT FROM INCOME TAXES WHICH ARE LESS, THAN THE INCOME TAXES THE EMPLOYEE WOULD HAVE PAID HAD HE/SHE REMAINED IN THE UNITED STATES AND RECEIVED BASE COMPANY COMPENSATION.

3. NOTWITHSTANDING THE ABSENCE OF AN AMENDED 1999 U.S. TAX RETURN FOR MR. BROWN, AND IN CONSIDERATION OF THE PROMISES SET FORTH HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

A. THE GOVERNMENT AGREES TO PAY GDLS \$18,239.81 BASED ON THE DIFFERENTIAL BETWEEN THE ASSESSED GERMAN TAXES (TO INCLUDE THE SOLIDARITY SURCHARGE) AND THE U.S. TAX LIABILITY OF MR. BROWN (\$25,835.81 - \$7,596.00).

B. THIS SETTLEMENT SHALL NOT BE CONSTRUED AS AN ADMISSION BY EITHER PARTY AS TO THE MERITS OF THE ISSUES RAISED IN MR. BROWN'S 1999 TAX LIABILITY, BUT RATHER CONSTITUTES A NEGOTIATED SETTLEMENT BETWEEN THE PARTIES.

C. THIS MODIFICATION CONSTITUTES A FINAL SETTLEMENT AND DISPOSITION OF ALL MATTERS RELATING TO MR. BROWN'S 1999 TAX LIABILITY ISSUE AND IS A FULL RELEASE AND ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT EITHER THE CONTRACTOR OR THE GOVERNMENT MAY HAVE AGAINST THE OTHER ARISING OUT OF OR RELATED TO MR. BROWN'S 1999 TAX LIABILITY. THUS, THE CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHTS AND CLAIMS FOR EQUITABLE ADJUSTMENT ATTRIBUTABLE TO MR. BROWN'S 1999 TAX LIABILITY ISSUE AND HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL LIABILITY RELATED TO THIS ISSUE, INCLUDING ANY INTEREST AND ANY CLAIMS FOR DELAY.

4. UPON FINAL CONTRACT AUDIT AND AGREEMENT BY BOTH PARTIES AS TO FINAL CONTRACT AMOUNT, ANY MONIES NOT OBLIGATED WILL BE DEOBLIGATED AS EXCESS FUNDS. THE AMOUNT OF \$18,239.81 AS DESCRIBED ABOVE WILL BE CREDITED AGAINST THOSE AMOUNTS TO BE DEOBLIGATED.

*** END OF NARRATIVE A 010 ***