

A G R E E M E N T

THIS AGREEMENT, entered into as of January 31, 1975 by and between Air America, Inc., a corporation duly organized and existing under the laws of the State of Delaware with its principal office in the City of Washington, D.C. (hereinafter referred to as the "Transferor"); E-Systems, Inc., a corporation duly organized and existing under the laws of the State of Delaware with its principal office in the City of Dallas, Texas (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government").

1. WHEREAS, the Government, represented by various Contracting Officers of the Department of Defense has entered into certain contracts and purchase orders with the Transferor as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders and all other contracts and purchase orders, including modifications thereto being performed by or through the Transferor's subsidiary, Air Asia Company Limited, Taiwan, Republic of China, heretofore made between the Government, represented by various Contracting Officers of the above named Department and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has

APPROVED FOR
RELEASE DATE:
20-Oct-2009

any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee:

2. WHEREAS, as of January 31, 1975, the Transferor assigned, conveyed, and transferred to the Transferee all of the Transferor's equity ownership in the Transferor's subsidiary, Air Asia Company Limited, a Republic of China Company limited by shares, by virtue of a Bill of Sale between the Transferor and the Transferee;

3. WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all of the equity ownership of Transferor's subsidiary, Air Asia Company Limited;

4. WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

5. WHEREAS, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

6. WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

7. WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by ASPR 26-402(b);

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

8. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.

9. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the transferee were the original party to the Contracts.

10. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

11. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor

in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

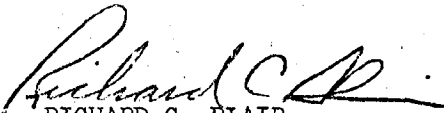
12. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contracts, to the extent of the amounts so paid or reimbursed.

13. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this Agreement, would have been obligated to pay or reimburse under the terms of the Contracts.

14. The transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified in accordance with the terms and conditions thereof; and the Transferor hereby waives notice of and consents to any such amendment or modification.
15. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.
16. Except as herein modified, the Contracts shall remain in full force and effect.

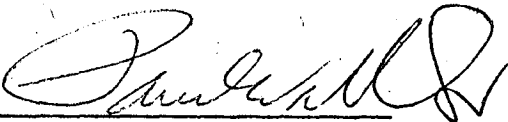
IN WITNESS WHEREOF, each of the parties hereto has
executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By 
RICHARD C. BLAIR

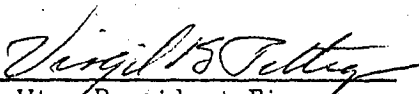
Title Administrative Contracting Officer ^{75 Mar 19}

AIR AMERICA, INC.

By 

Title Managing Director

E-SYSTEMS, INC.

By 
Vice President-Finance

Title Chief Financial Officer

(Corporate Seal)

(Corporate Seal)

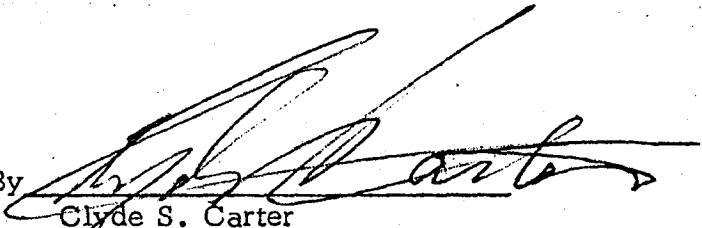
CERTIFICATE

I, CLYDE S. CARTER certify that I am the Senior Vice President of Air America, Inc., named above; that PAUL C. VELTE, JR., who signed this Agreement on behalf of said corporation, was then Managing Director of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and the seal of said corporation this
31st day of January, 1975.

(Corporate Seal)

By


Clyde S. Carter
Senior Vice President

CERTIFICATE

I, C. L. TAYLOR certify that I am the Secretary of E-Systems, Inc., named above; that VIRGIL B. PETTIGREW, who signed this Agreement on behalf of said corporation, was then Vice President-Finance, Chief Financial Officer of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and the seal of said corporation this
31st day of January, 1975.

(Corporate Seal)

By

C. L. Taylor
C. L. Taylor, Secretary

EXHIBIT A

UNITED STATES GOVERNMENT CONTRACTS
 AWARDED TO
 AIR AMERICA, INC.
 BEING PERFORMED AT
 AIR ASIA COMPANY LIMITED
 TAIWAN, REPUBLIC OF CHINA

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|-----------------------|---|--|---|--------------------------|-------------------------------------|
| F33600-71- C-0221 | 2750 ABWNG/PMA Specialized Proc Branch Building 2 Area C Wright-Patterson AFB Ohio 45433 | 1,482,478.89 (Including 188,000 for FY75) | C46 IRAN R2800 Engine Overhaul | 166,664.00 | 162,364.00 |
| FO4606-72- A-0092 | Dept AF HQ Sacramento AMA (AFLC) Directorate Procurement McClellan AFB, CA 95652 | 1,207,097.00 (A) | T&M BOA | 0 | 0 |
| Order RJ01 | " | 580,675.00 | UH-1 Component Overhaul | 147,357.15 | 143,057.15 |
| F42600-73- C-0001 | Dept AF HQ Ogden AMA (AFLC) Hill, AFB, UT 84406 | 5,365,956.80 (FY75) | F-4 Fixed Price PDM | 3,942,394.00 | 3,545,194.00 |
| FO4606-73- A-0095 | Dept AF HQ Sacramento (AFLC) McClellan AFB, CA 95652 | 810,380.00 (A) | Fixed Price BOA | 0 | 0 |
| Order SA01 | " | 133,300.00 | PDM T29/C131 | 80,216.00 | 80,216.00 |
| Order QP01 | " | 507,660.00 | PDM 7 ea F4E A/C | 210,724.00 | 199,085.00 |
| Order QP02 | " | 413,010.00 | Corro- sion Control 30 ea F4 | 331,251.00 | 299,895.75 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|---------------------------|---|-----------------------|---------------------------------------|------------------------------|---|
| N00651-74- D-0022 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 15,760.00 (C) | T&M Component O'haul/ Repair | 0 | 0 |
| Order TL29 | " | 240.94 | " | 55.76 | 0 |
| Order TL32 | " | 444.00 | " | 444.00 | 50.00 |
| Order TL33 | " | 600.00 | " | 600.00 | 600.00 |
| Order TL34 | " | 750.00 | " | 267.35 | 101.87 |
| Order TL35 | " | 1,725.00 | " | 275.08 | 275.08 |
| Order TL37 | " | 350.00 | " | 172.70 | 0 |
| Order TL38 | " | 950.00 | " | 324.56 | 60.01 |
| Order TL39 | " | 850.00 | " | 850.00 | 763.32 |
| Order TL40 | " | 2,500.00 | " | 2,121.76 | 876.72 |
| Order TL41 | " | 3,200.00 | " | 1,849.98 | 1,186.92 |
| Order TL42 | " | 315.20 | " | 315.20 | 0 |
| Order TL43 | " | 3,400.00 | " | 2,864.16 | 2,864.16 |
| Order TL44 | " | 4,000.00 | " | 4,000.00 | 4,000.00 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|-----------------------|---|-------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| Order TL45 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 4,000.00 | T&M Component O'haul/ Repair | 4,000.00 | 4,000.00 |
| N00651-74- D-0032 | " | 103,347.90 (B) Plus O&A | PDLM C-118 | 0 | 0 |
| Order 0001 | " | 87,785.10 | " | 2,249.68 | 249.68 |
| Order TL01 | " | 80,000.00 | " | 80,000.00 | 79,500.00 |
| Order TL02 | " | 90,000.00 | " | 90,000.00 | 90,000.00 |
| N00651-74- D-0036 | " | 268,758.00 (B) Plus O&A | F4B, F4J RF4B, F4N ACE | 0 | 0 |
| Order 0001 | " | 32,000.00 | F4J ACE | 2,507.07 | 2,407.07 |
| Order 0003 | " | 67,000.00 | F4B ACE | 67,000.00 | 66,900.00 |
| Order 0004 | " | 32,330.34 | F4B ACE | 18,742.96 | 0 |
| Order 0005 | " | 24,594.09 | RF4B ACE | 24,594.09 | 0 |
| Order 0008 | " | 41,000.00 | F4J ACE | 40,768.35 | 27,934.70 |
| Order 0009 | " | 38,000.00 | F4J ACE | 38,000.00 | 25,152.00 |
| Order TL01 | " | 46,500.00 | F4B ACE | 46,500.00 | 46,500.00 |
| Order TL03 | " | 34,500.00 | RF4B ACE | 34,500.00 | 34,500.00 |
| Order TL04 | " | 34,500.00 | F4J ACE | 34,500.00 | 34,500.00 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|-----------------------|---|-------------------------------|------------------|--------------------------|-------------------------------------|
| Order TL05 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 7,785.87 | F4N Drop-in | 7,785.87 | 7,785.87 |
| Order TL06 | " | 34,500.00 | RF4B ACE | 34,500.00 | 34,500.00 |
| Order TL07 | " | 34,000.00 | F4B ACE | 34,000.00 | 34,000.00 |
| Order TL08 | " | 34,000.00 | F4J ACE | 34,000.00 | 34,000.00 |
| Order TL09 | " | 3,000.00 | F4J Drop-in | 3,000.00 | 3,000.00 |
| Order TL10 | " | 34,000.00 | F4J ACE | 34,000.00 | 34,000.00 |
| Order TL11 | " | 34,000.00 | F4N ACE | 34,000.00 | 34,000.00 |
| N00651-74- D-0037 | " | 85,050.00 (B) Plus O&A | C-117 PDLM | 0 | 0 |
| Order 0002 | " | 50,125.10 | " | 28,035.12 | 27,035.12 |
| Order TL01 | " | 50,000.00 | " | 50,000.00 | 50,000.00 |
| Order TL02 | " | 50,000.00 | " | 50,000.00 | 50,000.00 |
| N00651-74- D-0039 | " | 155,082.60 (B) Plus O&A | C1A/ S2 PDLM | 0 | 0 |
| Order 0001 | " | 33,370.00 | C1A PDLM | 33,126.49 | 15,969.29 |
| Order 0002 | " | 29,370.00 | S-2 PDLM | 29,151.11 | 28,951.11 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|---------------------------|---|------------------------------|----------------------|------------------------------|---|
| Order 0003 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 33,200.00 | C1A PDLM | 31,822.75 | 14,665.55 |
| Order TL01 | " | 28,000.00 | " | 27,833.09 | 27,833.09 |
| Order TL02 | " | 26,000.00 | US2B PDLM | 26,000.00 | 26,000.00 |
| Order TL03 | " | 26,000.00 | US2C PDLM | 26,000.00 | 26,000.00 |
| Order TL04 | " | 34,000.00 | C1A PDLM | 34,000.00 | 34,000.00 |
| Order TL05 | " | 34,000.00 | C1A PDLM | 34,000.00 | 34,000.00 |
| N00651-74- D-0040 | " | 55,890.00 (B) Plus O&A | OV-10 PDLM | 0 | 0 |
| Order 0001 | " | 18,000.00 | " | 8,461.52 | 0 |
| Order 0003 | " | 16,436.69 | " | 7,121.69 | 0 |
| Order 0004 | " | 17,369.06 | " | 16,791.91 | 0 |
| Order TL01 | " | 14,000.00 | " | 14,000.00 | 14,000.00 |
| Order TL02 | " | 14,000.00 | " | 14,000.00 | 14,000.00 |
| Order TL03 | " | 18,000.00 | " | 18,000.00 | 18,000.00 |
| Order TL04 | " | 18,000.00 | " | 18,000.00 | 18,000.00 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC '74</u> | <u>ESTIMATED UNPAID FOR JAN '75</u> |
|-----------------------|--|-------------------|--|--------------------------|-------------------------------------|
| N00651-74- D-0041 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 66,841.20 | UH-1E (B) Plus PDLM O&A | 0 | 0 |
| Order 0001 | " | 12,203.12 | UH-1N PDLM | 11,886.75 | 3,531.60 |
| Order 0002 | " | 13,939.17 | UH-1E PDLM | 13,723.72 | 5,368.57 |
| Order 0003 | " | 17,750.00 | UH-1E PDLM | 17,423.37 | 8,668.22 |
| Order 0004 | " | 15,000.00 | " | 14,776.14 | 6,420.99 |
| Order TL01 | " | 14,000.00 | " | 14,000.00 | 13,000.00 |
| Order TL02 | " | 14,000.00 | " | 14,000.00 | 14,000.00 |
| Order TL03 | " | 16,000.00 | " | 16,000.00 | 14,000.00 |
| N00651-75- D-0003 | " | 287,550.00 | C-130 (B) Plus PDLM O&A | 0 | 0 |
| Order 0001 | " | 118,000.00 | " | 116,449.78 | 116,449.78 |
| Order TL01 | " | 92,000.00 | " | 92,000.00 | 91,850.00 |
| Order TL02 | " | 7,346.70 | C-130 Drop-in | 7,346.70 | 0 |
| Order TL03 | " | 100,000.00 | C-130 PDLM | 100,000.00 | 100,000.00 |
| F33600-71- C-0264 | 2750 ABWNG/PMA Specialized Proc Branch Bldg 2 Area C Wright- Patterson AFB Ohio 45433 | 158,562.84 | Blanket Purchase Agreement under C46 IRAN/R2800 Engine O'haul Program | 56,165.00 | 56,165.00 |

| <u>CONTRACT ORDER</u> | <u>PURCHASING OFFICE</u> | <u>TOTAL US\$</u> | <u>TYPE WORK</u> | <u>UNPAID 31 DEC'74</u> | <u>ESTIMATED UNPAID FOR JAN'75</u> |
|-----------------------|---|-------------------|-------------------------------------|-------------------------|------------------------------------|
| FO4606-73- A-0080 | Dept AF HQ SMAMA McClellan AFB CA 95652 | 15,000.00 (A) | T&M BOA | 0 | 0 |
| Order RJ01 | " | 358,479.00 | UH-1 Component Overhaul | 316,710.12 | 295,110.12 |
| FO4606-75- A-0037 | Purchase Dept US Naval Supply Depot Subic Bay, Philippines | 35,800.00 | FY75 BOA | 0 | 0 |
| Order H801 | " | 35,800.00 | 3 EA T39 Corrosion Control | 35,800.00 | 35,800.00 |

- (A) Fund is allotted on basis of each order issued under the BOA.
- (B) This represents fund for item 1 at minimum quantity only. Actual fund is allotted on basis of individual order issued under this contract.
- (C) Represents minimum fund for the contract, actual fund is allotted on basis of individual order.