

15 September 2010

PRIME  
SUPPLEMENTAL  
FLOW DOWM  
DOCUMENT  
FOR F-2/T-50 PRIME CONTRACT  
FSM-21341 – ASE JFY2010  
System Sustainment Contract

ARTICLE 32. TERMINATION

- 32.3.4 by either party immediately upon written notice, if a third party or third party group acquires directly or indirectly from the present owner's thereof voting control of or a major equity interest in the other party;
  - 32.3.5 by either party immediately upon written notice, if the other party shall transfer the whole or any substantial part of its assets or suspend its business activities; or
  - 32.3.6 by either party in accordance with the Force Majeure provisions of Article 26.
- 32.4 The Parties agree that neither Party shall have the right to unilaterally terminate this contract for convenience.
- 32.5 The termination of the Contract under this Article 32 shall not operate to relieve either of the parties from its responsibility to fulfill any obligations under the provisions of the Contract which have accrued to such party prior to the time of such termination.
- 32.6 The completion or termination of the Contract for any reason shall not affect confidentiality obligations under Articles 13, 15 and 33, and all provisions of the Contract pertaining to such confidential treatment shall survive such completion or termination and continue in full force and effect.

#### ARTICLE 35. WARRANTY

Replace Article 35 in CORPDOC 1SER with the following:

- 35.1 LM Aero shall warrant the Works performed and that its representatives are qualified in their particular field and will perform their specific Engineering Tasks in a professional manner.
- 35.2 The warranty stated above represents the sole warranty offered and all implied, statutory or other warranties, conditions or liabilities whether as to fitness, merchantability or otherwise are hereby excluded.