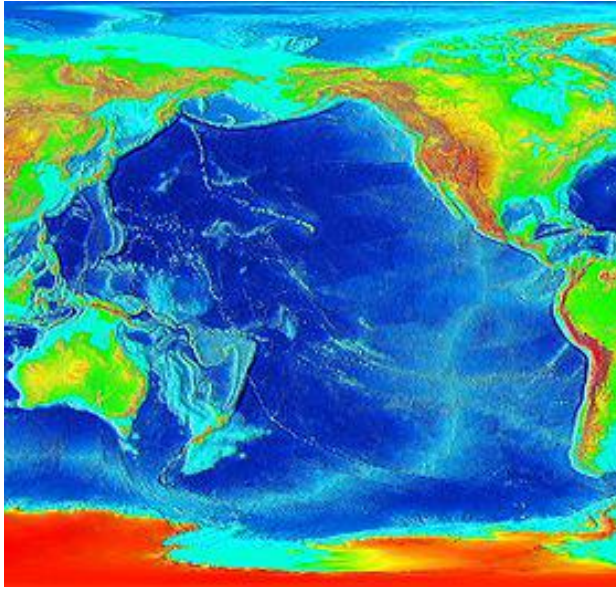


# “Royal Pacific Sovereign Union” Moai Discovery of Na Atua e Wa Aotea Pacific Islands

Pacific Rim area the dark blue area is Moai DNA Flag Claim Discovery of NA ATUA E WA AOTEA Native Pacific Islands



**Motto:** United in Diversity Christianity Religion Beliefs Pacific Cultures to bring the people together in common co operative union.

**Short Title:** Royal Pacific Sovereign States Union Moai Royal Prerogative DNA Seal of the Grace of God’s Authority Image: Affidavit

**Full Name of Organization:** “THE MOAI SOVEREIGN STATE GOVERNMENT OF NA ATUA E WA AOTEA PACIFIC UNION”

This is an Agreement between John Kahaki Wanoa and Larry Kengike that John produce a Plan to Unite the Pacific Nation States Indigenous Sovereign Native Aboriginal Polynesian and pacific Islands People with other multi cultures Peoples living on any of 27 plus Pacific Nation States inside and outside the Pacific Rim 1/3 area of the earths surface and that land under the sea connection these Islands claimed by MOAI Indigenous Magnetic Discovery of NA ATUA E WA AOTEA Polynesian Triangle Spiritual Title pre 300AD

This is a Memorandum of Understanding a basic Wanoa Peoples Moai Royal family Paternal DNA Ancestral Land Title Claim Security of Investment Financial Instruments for Social and Economic Development of the Co Operative Company Business for the titled area for Valuable Investment Consideration of the Quoted Valuation of the Pacific Title of One Trillion-Trillion in Gold Equity Value backed Gold Bullion Metal stored in Bullion Vault Zurich Switzerland against the MOAI Stone Memorial STATUE from Easter Island sitting in Dunedin New Zealand in the City of London Queen Elizabeth11 Great Court our MOAI Supreme Privy Council and Court and all Major Country Nation States, MOAI Title by the Discovery of MOAI Spiritual Triangle extended throughout the whole parts of the Pacific Islands Countries connecting the Valuation of Resources Land and Taonga Treasures minerals found on land under the sea and in the air the ownership property of the Indigenous people inhabiting these Islands Land left to them by their Moai Polynesian Ancestors shall be the Un-rebutted un-challenged truth after 4pm Monday 2<sup>nd</sup> August 2010 enforced this Affidavit and all other Doctrine Affidavits

Larry Kengike is satisfied that John Kahaki Wanoa is of sound Business Character and Experienced person to entrust his Investment in his care and control in the formation of a new Sovereign State Government of our combined Pacific Islands Nations including his Country Toga and neighboring Samoa immediately on receipt of this Agreement Memorandum and Non Disclosure Confidential Plan Deeds Doctrines and Business Ideas methods words copyrights and Patent Rights register in our new Government as this is the Founding Documents of Title under the British Constitution and Jurisdiction attached to our Customary Moai Indigenous Sovereign Lore Gods Pure unwritten Tikanga and Moai Lore of the Land and the man of the land. That we understand the Alien Title is bad Fraudulent no end date perpetual broken contract Title of no true original DNA Title to match MOAI TITLE as Genuine SOVEREIGN TRUTH LORE

We make commitment to each other that the design and nature of these Documents is to bring together all our Polynesian People, Pacific Island people and people of all other mixed cultures to share equally in the benefits this venture and founding Documents of Title is for this specific purpose other than the Inventor efforts to bring the people together it remains with the people set apart from all royalties let known at the start of this agreement and memorandum of understanding.

## Political Centre:

Newmarket “East Cape Ranfurly Bank Moai Sovereign State Government of NA ATUA E WA AOTEA” Auckland New Zealand, Tonga, Samoa, Raiatea, Te Pito o Te Henua Easter Island, Tahiti, Hawaii, Rarotonga, Vanuatu, Tuvalu, Head of State: MOAI Statue in the “Queen Elizabeth11 Great Court” in London England, European Union in Brussels Germany, France, Scotland, Sweden, Ireland,



Spain, United Nations New York USA, Capital Hill Washington DC USA, Dunedin New Zealand, Santiago Chile, APEC Singapore, China, Japan, other Major Sovereign States in the world. We agree that the Business is a Co Operative organized form of Government that is Administered by the Shareholders themselves in a permanent relationship where they manage the Resources own the assets and the profits of the business goes directly back into the community regardless of the situation the profits are spread right through the Pacific taking care of all the housing development and economy as a family Co Operative Partnership with other Trading Nations whereby the shares of the Company includes all the major Product line like Steel, Butter, Cheese, Milk, Snapper, King Fish, Seaweed, Beef, Crayfish, Pua, Salmon Pork, Chicken, Pies, Kina, Mussel, Bacon, Eggs, Tin Food, Vegetable, Kumara, besides Liquid Hydrogen Fuel, Gold Bullion, Silver, Electricity, Airline Company, Turbine Manufacture Company, Fisheries Processing Factory, Meat Processing, Motor Garage and Marine Workshops, Electric Hydrogen Moai Brand Cars, Carbon Credits, Methane Credits, Schools, Universities, Travel and Tourism Company, Bus Coach Tour Company, Hotel Chain, Supermarkets, Hospital, Doctor Surgery, MAXGXL Health Products connected to MOAI Company with TRUMP Networks and Bullion Vault Associate Company's with MOAI Brand Name of these 4 Company's together now, Heavy lift Helicopters, Submarine Company, Housing Development Company, Real Estate Company, Concrete Construction Company, Heavy Machinery Company, and more all under Moai Brand according to my Experience and Qualifications these are all on the agenda ready to go after all I been self employed for over 25 years in these industries Certificates all under the new Moai Sovereign State Government of NA ATUA E WA AOTEA Royal Pacific United Sovereign Government. As you can see the projection of the Economic Tidal Electric Energy Project this will be built over 12 NM off Tonga immediately on the confidence of Larry Kengike signing this Agreement, Memorandum and Confidential Agreements we can proceed. Our Intention is to secure Title to the Pacific Ocean by Whakapapa DNA Title I help you Larry and your Tongan People since you are ready to go there is no need to wait for Maori. It is difficult to start here. I sincerely recommend we start together at the East Cape past the 12NM mark as this puts us in International waters Independent of the New Zealand State Government which has Legal Binding Crown Treaty Problems of Proving Crown Title to the Land and in particular the Seabed Title John Key Prime Minister stating that Quote "No one owns the Seabed" and making another Statement that Quote "Government owns the Seabed" That is not True because he has no Mandate from the People to Claim the Title on a whim now that Queen Elizabeth II relinquished her Crown and Sovereignty to the European Union Parliament rendering John Key Crown less and Sovereign less and Independent less as Maori Hapu has those Titles. However to save the confusion we Bill Charge the Crown from the Moai Tidal Platform as if its already there in our planning, then the Chinese can build the Turbine Rig in one piece and float the whole lot here in one piece under Contract which I have sorted out already to go off the Plans just a trip to China or South Korea and it's a done deal off the Turbine Contract Agreements here with you its ready to go! For Tonga it is safe to say that we go straight from East Cape and connect Turbine Platforms spaced at 1000km up the Ranfurly Bank serves to fill the passenger aircraft all the way around and also for the surveillance jet aircraft you can see on my facebook site we order these in advance of the Platform which accommodates about 50 personnel live comfortably onsite look after the submarine fisheries selective fishing Industry and long range helicopters all burning Moai liquid hydrogen jet fuel. Our Intent is to install 50 of these Turbine platforms right around the Pacific Area which connects up the security surveillance networks for the first time we can monitor the fisheries and manage the area effectively and in emergencies the Platforms are capable of hydraulically lifting out fisheries ships clear of the water high speed trawlers that forms the rescue mission force and our own air force jets overhead every day go around circulate stay on the Platforms one jet helicopter and submarine launch for each platform. We are now fishing underwater and not above. Its quicker to deliver fish by the latest jet surveillance aircraft connected to our Satellite Station. We shall Seize of Crown and Maori Land Court Title that are false fraud bad Titles and cannot prove by Alienation of Title to the True Landowners as we investigate each Title one by one. This creates more Income through Recovery Debt Collection under our Moai Equity Court System we use from the new Office Building I set aside the Room for this as I have the Authority and Kaumatua to do so and our Security of Title Proof of Claim to the Pacific Triangle and Pacific Ocean Sovereign Authority Title Authority from the Grace of God is sitting in London, MOAI. Before I forget we understand that Christianity throughout the Pacific Islands is the main catalyst of Communities that have evolved through teachings akin to Tongan and Samoan at least I accommodate my thoughts towards your people. My girls are still at High School and University and their Mum is Samoan Chinese her mum was Samoan and Dad full Chinese so a mixture of Maori Tahitian and Scottish to add some color and that's where the Land Titles were put together by my Scottish Family in Glasgow which makes me a prime Real Estate Expert at sorting out Titles down Town Auckland where the bulk of our Bill Charges against the Crown is our Debtors I have handed Letters and a Maori 1835 Declaration of Independence Confederation Sovereign State Flag to the United Nations Special Rapporteur Professor James Anya severing our Moai Sovereign State Government Ties with the New Zealand Government in Wellington which will not affect you and what you do with me under this Sovereign State and I do know what I am doing have never been challenged or stopped and its Internationally known now so Questions are asked of John Key position with Maori is not secure not safe and with the Chinese careful not to get caught out and lose money. Inside our Council we have a Control Body similar to a Chamber of Commerce but the British Parliament doesn't use that word in its Business of Government and so I let you know that we do not need a Parliament and I will explain that at another time. I will teach staff what to do and I don't mind Tongans Samoan or Maori is immaterial. I will be doing Land Titles Investigation and Real Estate under my Old Certificate re open in our Government under British Law. That way we have British Military behind us under the Confederation Flag for this Land and extend that under the MOAI Sovereign State Flag for Tongan International Law of the Sea. We are talking about the Land under the Sea and to let you know that we placed that Title Picture is our Photo Image Title we swear that it is TRUE TITLE to the Seabed right around the Pacific Ocean Rim.

**Official Languages:** 27 Pacific States plus other States includes English, Maori, Tongan, Samoan, Pacific Polynesian etc.

**Member States:** 27 inside the Pacific Rim plus those outside this area

Interim Leaders of the Pacific Council: President John Wanoa Commission: Larry Kengike Parliament: 27 States Council of Ministers Auckland. Establishment: 1722 Dutch named Easter Island saw MOAI Statues all standing up, 1868 Queen Victoria removed stolen property taonga belonging to the Indigenous Wanoa Builders Peoples MOAI Paternal DNA Grace of God Brand Name Inheritance Title Statue from Easter Island and shipped him to London in England now we claim is our Trade Name Memorial Brand Intellectual



Property Patent Rights Copy Rights Name MOAI being of original Discovery of NA ATUA E WA AOTEWA 1/3 Globe Boundary area marked on our Claim Exclusive Title Valued of its Land to the centre of the earth Foreshores Seabed Spectrum Taonga Treasures Airspace spacecraft travels to the outer universes, 2000 “Queen Elizabeth11 Great Court” London. 2010 UN Declaration of the Rights of the Indigenous Peoples, 1840 Te Tiriti o Waitangi 1835 Maori Confederation of United Tribes of Aotearoa Nu Tireni Moai Sovereign State Government of NA ATUA E WA AOTEWA Takimoana Maori Government Area: 1/3 of Globe Land and Seabed Mass Area: MOAI NA ATUA E WA Water Area The Pacific Ocean encompasses approximately one-third of the [Earth's](#) surface, having an area of 179.7 million square kilometers 69.4 million sq mi and 161 million cubic mi) —significantly larger than Earth's entire landmass Population: 1/3 Globe Area Population: Density Sq km Sq miles GDP 2009 Estimate Total \$ Millions, Per Capita \$ Gini \$ 2009 High HDI: Currency Gold Bullion Zurich Time Zone Greenwich Summer DST UTC Internet TLD Website [tidalelectric@gmail.com](mailto:tidalelectric@gmail.com) Calling Code 0064 09 9400552

## **Jurisdictional boundaries and areas defined by the United Nations Convention on the Law of the Sea**

**UNCLOS**) and under domestic legislation Land landward and above the line of mean high water springs (MHWS). “Na Atua e Wa Aotea Sovereign State Government” RPSSUG in the style name of the “Royal Pacific Sovereign State Union Government” has full ‘Sovereignty’ over its land which is beyond the scope of UNCLOS. **Foreshore Seaward** of MHWS to mean low water springs MLWS - generally the lines of low water of the coast i.e. the normally wet bits. RPSSUG has full ‘Sovereignty’ over its foreshore which again, is beyond the scope of UNCLOS. This is a territory defined under the UNCLOS RMA Resource Management Act covers the Coastal marine area, the foreshore, seabed and coastal water, and the air space above the water extending from MHWS with a few exceptions to the limits of the territorial sea 12 nautical miles NM from any one of the 27 Pacific States and the remote Moai Platinum Tidal Turbine Energy Platform Independent Sovereign States. This is a territory defined under the Resource Management Act as exclusive to the Authority of the Grace of God’s Grace Moai Memorial Royal Prerogative Statue Brand Name Patent Intellectual Property Rights ownership Native Aboriginal Equity Title NA ATUA E WA AOTEWA-RPSSUG which holds full ‘Sovereignty’ within the coastal marine area that extends within the Pacific rim boundary area described as 30% area of the globe contained herein and extends between MHWS and MLWS as this is beyond the scope of UNCLOS. **Seaward** of MLWS to the 12NM limit, RPSSUG Sovereignty is subject to rights and duties established by the 27 Pacific Islands States and other States joining RPSSUG and UNCLOS and to other rules of international law. Other states have rights such as ‘innocent passage’ of their vessels through this patrolled area now subject to RPSSUG rule of Native Customs Aboriginal Indigenous Lore and modified British Land Laws Government Constitution and Judicial Courts Law. **Baselines** normally the line of MLWS, but with exceptions for rivers, bays, islands, fiords, harbor works etc modified by RPSSUG. Internal waters: **Waters** on the landward side of the baseline of the territorial sea. This area is part of RPSSUG ‘Sovereign territory’, which means that RPSSUG has full ‘Sovereignty’ over its internal waters. This area is part of RPSSUG ‘Sovereign territory’, which means that RPSSUG has full ‘Sovereignty’ over its internal waters. **Territorial sea:** Seaward of the baseline out to 12NM. RPSSUG has full ‘sovereignty’ over its territorial sea, subject to the rights and duties established in the Convention and to other rules of international law. Other states have rights such as ‘innocent passage’ of their vessels. **Contiguous zone:** Between the outer limits of the territorial sea to 24 NM, 12NM to 24 NM In addition to ‘Sovereign rights’ conferred over this area as part of the Exclusive Economic Zone EEZ, RPSSUG may exercise such control as is necessary In addition to ‘Sovereign rights’ Sovereign Patent Rights, Copyrights, Land as Sub-seabed Terrain fixed by Structures bearing **Moai Royal Sovereign International Declaration of Independence Flag Territory** conferred over this area as part of the Exclusive Economic Zone (EEZ), RPSSUG may exercise such **control** as is necessary to prevent and punish infringements in its exercise such control as is necessary to prevent and punish infringements in its territory or territorial sea of its customs, immigration, tax and basic rights to water and sanitary laws. **Exclusive Economic Zone Seaward** of the outer limits of the territorial sea, including the contiguous zone, to an outer limit of 200NM from the baselines, ie breadth of the EEZ is normally 188NM. RPSSUG EEZ is one of the largest in the world, with an area of 405 million hectares included in 180 square kilometers of the Pacific Ocean’s earth surface area. This amounts to more than 15 times the area of our land mass as Moai No 1 Title and 30% of the earth’s surface as the Moai No 2 Title. RPSSUG has ‘Sovereign rights’– a more **unlimited Jurisdiction** than **Sovereignty** – for the purposes of exploring and exploiting, conserving and managing natural resources of the waters, seabed and subsoil under a Unification Order contained in the British Constitution adopted to the 27 plus States Constitution.

RPSSUG also has ‘Jurisdiction’ with regard to the establishment of artificial islands, installations and structures; marine scientific research for oil mineral fisheries radio submarine and Moai tidal electric turbine platform power generators airports liquid hydrogen oxygen manufacture refueling stations spaced throughout the pacific islands 30 percent earths surface Moai boundary rim area called Polynesian and Pacific Sovereign Nations States; for the protection and preservation of the Pacific Oceans marine environment. RPSSUG must also have due regard for the rights of other Pacific and International States outside the Pacific Islands Boundary areas. Other states have certain freedoms including navigation, over flight, laying cables in the EEZ, Continental shelf, seabed and subsoil of submarine areas beyond the territorial sea (12NM) to the outer edge of the continental margin or to 200NM extended to 500+ NM from and outside the pacific rim boundary baselines whichever is greatest. RPSSUG **Continental Shelf**, the area that extends beyond RPSSUG EEZ to the limits of our continental shelf, includes approximately 1.7 million kilometers of seabed outside the existing EEZ. This square area alone equates to about six times the area of our land mass. ‘Sovereign rights’ as for the EEZ is for the purpose of managing monitoring surveying exploring and exploiting the natural resources of the seabed and sub-soils including immobile organisms which live on or under the seabed subsoil. In areas where the continental shelf extends beyond 500NM from the baselines, the water itself above the continental shelf is within RPSSUG Jurisdiction and is part of the high seas. **High Seas** Water column beyond the outer limits of coastal states’ EEZ’s. Open to all Pacific Islands Sovereign Nation States, subject to due regard for the interests of other International States licensed to RPSSUG to traverse this Exclusive Moai Discovery of Title Boundary Area Exclusive ownership. All member states have ‘freedom of the high seas’ which includes freedom of navigation, over flight, laying cables and pipelines, spectrum constructing artificial installations, fishing and scientific research. **The Area Seabed and subsoil** beyond the limits of national Jurisdiction i.e. seaward of the outer limit of the continental shelves. Vested in the incumbent true indigenous historic Moai kaitiaki





guardian's human kind as a whole and co managed administered by the International Seabed Authority and Moai Polynesian discoverers of this seabed land RPSSUG state claims historical exercise of our Native Sovereigns LORE, DNA Doctrines of Continuity and Ancestral Links as the sovereigns rights over the Pacific and Polynesian Triangle Spiritual Areas as displayed in our Native Title Claim.

The Pacific Union PU is an [economic](#) and political union of 27 [member states](#) which are located primarily in the Pacific Rim Polynesian and Pacific Islands Boundary area. Committed to [regional integration](#), the PU was established by the Na Atua e Wa Aotea Title in 2009 upon the foundations of the Polynesians MOAI STATUE Builders Native Sovereigns Equity Moai Equity Kooti Council for the Discovery of NA ATUA E WA AOTEA Polynesian Spiritual Triangle Title Claim area with over 4 million citizens now in Aotearoa New Zealand, the PU combined is expected to generate an estimated share in Gold Money Dollars of the [nominal](#) amount in Gold Dollars of the [PPP gross world product](#) in 2010 on 3 years span years

The PU is developing a [single market](#) through a standardized system of laws which apply in all member states, and ensures the [free movement of people, goods, services, and capital](#), including the abolition of passport controls by the [Agreement](#) between [27 PU States](#). It maintains common policies on trade, [agriculture](#), [fisheries](#) and [regional development](#). 3 member states "Na Atua E Wa Aotea" Tonga and Samoa adopted a common money transferable currency as Gold Bullion and Gold Equity, constituting the [Pacific Rim zone](#).

As a [legal personality](#) the PU is able to conclude [Treaties](#) with countries and enacts legislation in justice and [home affairs](#) It has devised the [Common Foreign and Security Policy](#), thus developing a limited role in Moai and [Pacific Islands defense](#) and [foreign policy](#). Permanent [diplomatic missions of the PU](#) are already established around the world as Moai Statues Statesmen the DNA Ownership of the Royal Wanoa Peoples families of Te Pito (Na Atua E Wa Aotea), Raiatea (Tahiti) and Te Pito O Te Henua (Easter Island) pending Pacific Sovereign States Nations Indigenous representation to [WTO](#), [G8](#), [G-20](#) the United Nations, European Union Parliament Government, British Parliament Government and New Zealand Government Parliament maintained to be debtor bill charged for offences against the 27 Sovereign States plus "Moai Sovereign State Government of Na Atua E Wa Aotea Royal Pacific Union"

As an [international organisation](#), the PU will operate through [supranationalism](#) and [intergovernmentalism](#) hybrid systems. In certain areas, decisions are taken by independent supranational institutions, while in others; they are made through negotiation between Pacific member states before approaching EU Parliament Sovereign Government. Important [institutions of the PU](#) include the [institutions of the PU](#), [Pacific Commission](#), the [Council of the Pacific Union](#), the [Pacific Council](#), the [Court of Justice of the Pacific Union](#), and the [Pacific Central Bank](#). The [Pacific Union Parliament](#) is elected every five years by [PU citizens](#) .

The PU traces its origins from the Discovery of Na Atua E Wa Aotea [Moai and Pacific Polynesian Islands Community](#)'s formed among 3 MOAI Sovereign Natives Countries "Te Pito O Te Henua Island (Easter Island)" "Raiatea Island (Tahiti)" and "Te Pito (Aotea New Zealand)" pre 300AD era and the [1835](#) Declaration of Independence formed between the Native Chiefs of Hapu and British Government Crown Agents on behalf of Queen Victoria. Since then, it has grown in size through other Government States through [enlargement](#), and in power through the addition of policy areas to its remit reverts back to Indigenous Customary Native Sovereigns Lores of the Land of each Pacific Nation State. Any amendments to the constitutional basis of the PU will come into force after 2<sup>nd</sup> August 2010 the Queen Elizabeth11 signed the [Lisbon Treaty](#) on the 19<sup>th</sup> July 2010, by virtue of which the [Charter of Fundamental Rights of the European Union](#) was elevated to legally binding status which in turn affected the Maori Hapu 1835 Declaration of Independence of the Confederation of United Tribes of Aotearoa Nu Tireni and the 1840 Te Tiriti O Waitangi Documents Doctrines of Title Binding her to Maori but not MOAI. History Treaties timeline Discovery Title Member States Geography Governance European Council Commission Parliament Council Courts Competences Legal System Fundamental Rights Regulations Directives Decisions Justice and Home Affairs Foreign Relations.

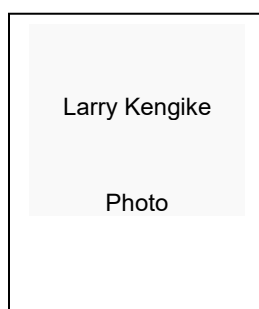
## Contents

Main articles: [PU institutions](#) and [Legislature of the Pacific Union](#)

The [institutions of the PU](#) operate solely within those competencies conferred on it upon the [treaties](#) and according to the principle of [subsidiary](#) (which dictates that action by the PU should only be taken where an objective cannot be sufficiently achieved by the member states alone). [Law made by the PU institutions](#) is passed in a variety of forms, primarily that which comes into direct force and that which must be passed in a refined form by [national parliaments](#).

Competencies in scrutinizing and amending [legislation](#) are divided equally, with some exceptions, between the [Pacific Government](#) and the [Council of the Pacific Union](#) while executive tasks are carried out by the [Pacific Commission](#) and in a limited capacity by the [Pacific Council](#) (not to be confused with the aforementioned Council of the Pacific Union). The interpretation and the application of PU law and the treaties are ensured by the [Court of Justice of the Pacific Union](#). There are also a number of ancillary bodies which advise the PU or operate in a specific area.

## Pacific Executive Council President



On 2nd August 2010, [Larry Kengike](#) was chosen as the first permanent [President of the Pacific Council](#).

The [European Council](#) gives direction to the PU, and convenes at least four times a year. It comprises the [President of the Pacific Council](#), the [President of the Commission](#) and one representative per member state; either its [head of state](#) or [head of government](#). The European Council has been described by some as the Union's "supreme political authority" It is actively involved in the negotiation of the [treaty changes](#) and defines the PU's policy agenda and [strategies](#).

The Pacific Council uses its leadership role to sort out disputes between member states and the institutions, and to resolve political crises and disagreements over controversial issues and policies. It acts externally as a "collective [Head of State](#)" and [ratifies](#) important documents (e.g. international agreements and treaties).

On 2nd August 2010, [John Kahaki Wanoa](#) was chosen as the first permanent Commission [President of the Pacific Council](#).  
Pacific Commission President



The [Pacific Commission](#) acts as the PU's [executive arm](#) and is responsible for [initiating legislation](#) and the day-to-day running of the PU. The commission is also seen as the motor of [Pacific integration](#). The Commission operates as a [cabinet government](#), with 27 [Commissioners](#) for different areas of policy, one from each [member state](#), though Commissioners are bound to represent the interests of the PU as a whole rather than their home state.

One of the 27 is the [Commission President](#) (currently John Kahaki Wanoa appointed by the [Pacific Council](#)). The other 26 Commissioners are subsequently appointed by the [Council of the Pacific Union](#) in agreement with the nominated President, and then the 27 Commissioners as a single body are subject to a vote of approval by the [Pacific Government](#). After the President, the most prominent Commissioner is the [High Representative of the Union for Foreign Affairs and Security Policy](#) who is *ex-officio* [Vice President of the Commission](#)

## Government



The 27 plus [seats of the Pacific Government](#) set up in Royal Sovereign Union Government Office Building in [Auckland](#) New Zealand. The [Pacific Government](#) (PG) forms one half of the [PG legislature](#) (the other half is the [Council of the Pacific Union](#), see below). The collective [Members of the Pacific](#) Government (MPG) is directly elected by [PU citizens](#) every five years. Although MPG is elected on a national basis, they sit according to [political groups](#) rather than their nationality. Each country has a set number of seats and in some cases is divided into [sub-national constituencies](#).

The Government and the Council of the Pacific Union pass legislation jointly in nearly all areas under the [ordinary legislative procedure](#). This also applies to the PU budget. Finally, the Commission is accountable to Government, requiring its approval to take office, having to report back to it and subject to motions of censure from it. The [President of the Pacific Parliament](#) carries out the role of [speaker](#) in Government Council and represents it externally. The PG President and [Vice Presidents](#) are elected by MPG every two and a half years.

## COMMISSION

**Proposes Legislation**

**Council Government**

**Co Decision**

The [ordinary legislative procedure](#) of the Pacific Union



## Council

The [Council of the Pacific Union](#) (also called the "Council" and sometimes referred to as the "Council of Ministers") forms the other half of the PU [legislature](#). It consists of a [government minister](#) from each member state and meets in different compositions depending on the policy area being addressed. Notwithstanding its different compositions, it is considered to be one single body. In addition to its legislative functions, the Council also exercises [executive functions](#) in relations to the [Common Foreign and Security Policy](#).

### Courts

The [judicial branch](#) of the PU—formally called the [Court of Justice of the Pacific Union](#)—consists of three courts: the [Court of Justice](#), the [General Court](#), and the [Pacific Union Civil Service Tribunal](#). Together they interpret and apply the treaties and the law of the PU.

The Court of Justice primarily deals with cases taken by member states, the institutions, and [cases referred to it](#) by the courts of member states. The General Court mainly deals with cases taken by individuals and companies directly before the PU courts, and the Pacific Union Civil Service Tribunal adjudicates in disputes between the Pacific Union and [its civil service](#). Decisions from the General Court can be appealed to the Court of Justice but only on a [point of law](#).

## Competences

The member states of the PU retain all powers not explicitly handed to the Union, as in most federations. However in some areas the PU does not have exclusive competence, it only plays a supporting role. In such middle ground member states may enact legislation only where the EU has not, or they may elaborate the laws of the PU. Different competencies may also be used in different ways. For example, on foreign and defense issues the Government has a smaller role and the Council decides by unanimity rather than by majority. The distribution of competences in various policy areas between Member States and Union is divided in the following three categories:

Exclusive competence	Shared competence	Supporting competence
The Union has exclusive competence to make directives and conclude international agreements when provided for in a Union legislative act.	Member States cannot exercise competence in areas where the Union has done so.	The Union can carry out actions to support, coordinate or supplement Member States' actions.
<ul style="list-style-type: none"> <li>▪ the <a href="#">customs union</a></li> <li>▪ the establishing of the <a href="#">competition rules</a></li> <li>▪ necessary for the functioning of t</li> <li>▪ internal market</li> <li>▪ monetary policy for the Member States</li> <li>▪ whose currency is the <a href="#">Gold Bullion</a></li> <li>▪ the conservation of marine biological resources under the <a href="#">common fisheries policy</a></li> <li>▪ common <a href="#">commercial policy</a></li> </ul>	<ul style="list-style-type: none"> <li>▪ the <a href="#">internal market</a></li> <li>▪ social policy, for the aspects defined in this Treaty</li> <li>▪ economic, social and territorial cohesion</li> <li>▪ <a href="#">agriculture</a> and <a href="#">fisheries</a>, excluding conservation of marine biological resources</li> <li>▪ environment</li> <li>▪ consumer protection</li> <li>▪ transport</li> <li>▪ <a href="#">trans-European networks</a></li> <li>▪ <a href="#">energy</a></li> <li>▪ <a href="#">area of freedom, security and justice</a></li> <li>▪ common safety concerns in public health matters, for the aspects defined</li> <li>▪ in this Treaty</li> </ul>	<ul style="list-style-type: none"> <li>▪ the protection and improvement of human health</li> <li>▪ industry</li> <li>▪ culture</li> <li>▪ tourism</li> <li>▪ education, youth, sport and vocational training</li> <li>▪ civil protection (disaster prevention)</li> <li>▪ administrative cooperation</li> </ul>



## The Royal Pacific Sovereign Native Equity Courts

Photo Pacific Union Government House

Newmarket Auckland New Zealand

The [Court of Justice](#) in [Auckland](#) New Zealand can judge member states over [PU law](#).

Further information: [PU Law](#), [PU treaties](#), and [Charter of Fundamental Rights of the Pacific Union](#)

The PU is based on a series of treaties. These first established the Pacific Community and the PU, and then made amendments to those founding treaties. These are power-giving treaties which set broad policy goals and establish institutions with the necessary legal powers to implement those goals. These legal powers include the ability to enact legislation which can directly affect all member states and their inhabitants.<sup>1</sup> Under the principle of supremacy, national courts are required to enforce the treaties that their member states have ratified, and thus the laws enacted under them, even if doing so requires them to ignore conflicting national law, and (within limits) even constitutional provisions.

National courts within the member states play a key role in the PU as enforcers of PU law, and a "spirit of co operative business commercial operation and cooperation" between PU and national courts is laid down in the Treaties. National courts can apply PU law in domestic cases, and if they require clarification on the interpretation or validity of any PU legislation related to the case it may make a reference for a preliminary ruling to the Court of Justice. The right to declare PU legislation invalid however is reserved to the PU courts.

### Fundamental rights

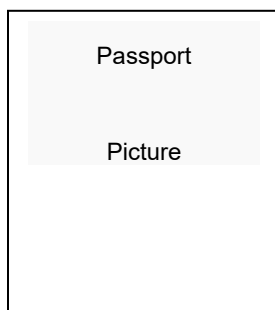
Article 1 and 2 of the Charter of Fundamental Rights of the Pacific Union:

"Human dignity is inviolable. It must be respected and protected.

Everyone has the right to life. No one shall be condemned to death penalty, or executed."

As a product of efforts to establish a written fundamental rights code, the Charter of Fundamental Rights of the Pacific Union is drawn. By virtue of the 2010 Pacific Treaty, the PU is now legally bound by the Charter which consolidates a large array of citizens' rights and liberties. The PU is also creating a Fundamental Rights Agency by expanding the remit of a monitoring centre.

The treaties declare that the PU itself is "founded on the values of respect for Christianity, multi culture, human dignity, freedom, democracy, equality, the rule of law and respect for human rights, including the rights of persons belonging to minorities and their ethnic religions ... in a society in which pluralism, non-discrimination, tolerance, justice, solidarity and equality between women and men prevail." Also, the Court of Justice gives judgments on fundamental rights derived from the "constitutional traditions common to the member states," and may even invalidate PU legislation based on its failure to adhere to these fundamental rights.



PU Member States have a standardized passport design, colored with the name of the member state, Moai Statue and Moai Sovereign State Flag and with the words "Pacific Union" given in their official language(s). (Pacific model)



Although signing the Pacific Convention on Human Rights (PCHR) is a condition for PU membership, the PU itself is not covered by the Convention as it is neither a state nor, prior to the entry into force of the Pacific Treaty, has the competence to accede. Pacific Treaty and Protocol to the PCHR may change this: the first binding the PU to accede to the Convention and the second formally allowing it. The Court of Justice thus treats the Pacific Court of Human Rights (which rules on the PCHR and covers the whole of Pacific Islands Pacific rim) as a de facto upper court in order to keep case law aligned. Therefore the two courts co-operate to ensure their case law does not conflict. The PU opposes the death penalty and promotes its world wide abolition. Abolition of the death penalty is a condition for PU membership.

### **Regulations, directives, and decisions**

The main legal acts of the PU come in three forms: regulations, directives, and decisions.

Regulations become law in all member states the moment they come into force, without the requirement for any implementing measures, and automatically override conflicting domestic provisions. Directives require member states to achieve a certain result while leaving them discretion as to how to achieve the result. The details of how they are to be implemented are left to member states. When the time limit for implementing directives passes, they may, under certain conditions, have direct effect in national law against member states.

Decisions offer an alternative to the two above modes of legislation. They are legal acts which only apply to specified individuals, companies or a particular member state. They are most often used in Competition Law, or on rulings on State Aid, but are also frequently used for procedural or administrative matters within the institutions. Regulations, directives, and decisions are of equal legal value and apply without any formal hierarchy.

### **Justice and home affairs**

Further information: Area of freedom, security and justice

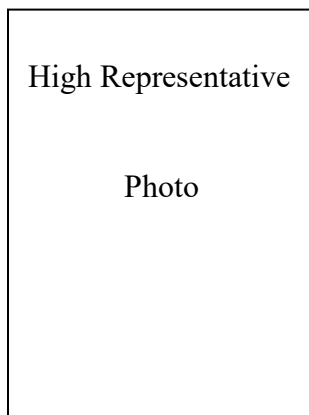
The restricted Areas comprises most member states ensuring open borders.

Since the creation of the PU in 2010, it has developed its competencies in the area of justice and home affairs, initially at an intergovernmental level and later by supranationalism. To this end, agencies have been established that co-ordinate associated actions for co-operation of police forces, for co-operation between prosecutors, for co-operation between border control authorities The PU to operate our Information System to provide a common database for police and immigration authorities. This co-operation to be developed with the advent of open borders through a Pacific Agreement and the associated cross border crime

Furthermore, the Union legislate in areas such as extradition, family law, asylum law, and criminal justice. Prohibitions against sexual and nationality discrimination have a long standing in the treaties. In more recent years, these have been supplemented by powers to legislate against discrimination based on race, religion, disability, age, and sexual orientation. By virtue of these powers, the PU enacts legislation on sexual discrimination in the work-place, age discrimination, and racial discrimination.

### **Foreign relations**

Main articles: Foreign relations of the Pacific Union, Common Foreign and Security Policy, and European External Action Service





Foreign policy cooperation between member states dates from the establishment of the Community in 1957, when member states negotiated as a bloc in international trade negotiations under the Common Commercial Policy. Steps are made for a more wide ranging coordination in foreign relations begins in 1957 with the establishment of Pacific Political Cooperation to create an informal consultation process between member states with the aim of forming common foreign policies.

The PU will hope to participate in all G8 and G20 summits. (Heiligendamm, Germany) with John Wanoa MOAI Liquid Hydrogen Fuel MWLH2 Patented Ideas of the MOAI TIDAL ELECTRIC and Platinum Tidal Bridge Construction Brand Turbine Plans Sketches writings pictures photos held by the Commons Google, Facebook ownership of John Kahaki Wanoa separated from the Business of NA ATUA E WA AOTEA LIMITED shared by MOAI Sovereign State Government of NA ATUA E WA AOTEA Shareholders in common 17<sup>th</sup> August 2009 Date of Registered Office for NA ATUA E WA AOTEA LIMITED Company the Registered Corporate Company belonging to John Wanoa CEO Moai Brand Name Inheritance principle non saleable on the market membership shareholding interests and the Sovereign State Government of NA ATUA E WA AOTEA ( Moai and Pacific Islands 27 States) secondary Permanent Shareholding Transfer and extended Transfers of binding and Permanent shares to States joining outside the Pacific Rim Claim Boundary Line at the outset of Registration of this Company in New Zealand Company's Office from that date 17<sup>th</sup> August 2009 onwards. The Patents Rights Licenses Unique Turbine Designs Principle of Operations words to effect Ideas and Moai Tidal Electric MOAI WANOA Brand Names Principle controlling shares of both Companies' "Platinum Turbines Platform WMLH2 Power Generation Sovereign Nations Islands Steel Concrete Construction Rigs" Unique Brand Names remain in perpetuity whakapapa fixed in time enshrined in Wanoa Moai Bloodlines ownership Exclusive to John Kahaki Wanoa Royal Moai Wanoa Te Pito o Te Henua Family Inheritance and the Solid Earth Rock MOAI Statue Stone Images of Gods Grace Authority DNA is the same Image Enshrined in the Wanoa Peoples Chiefs belongs to the Living Bloodlines Flesh and Blood Wanoa Royal Sacred Tohunga Super Natural Moai Wanoa People of TE PITO Point Waiau East Cape New Zealand, RAIATEA Island Opoa Rohe and TE PITO O TE HENUA Island (Easter Island). The Company Shareholding will be transferred from this Company split into 1 Trillion Shares in NA ATUA E WA AOTEA LIMITED Company which will be Re Registered in the new Sovereign State Government of NA ATUA E WA AOTEA on MOAI TIDAL ELECTRIC "Platinum Turbines Platform WMLH2 Power Generation Rig" situated In international Waters beyond the 12NM water Mark out from MOAI WANOA TE PITO POINT at East Cape Marangairoa Land Blocks UETAHA Chief Marae at TE PITO as the Sacred Polynesian Triangle Marks as outlined in this Title Affidavit Memorandum of Understanding Non Disclosure Discovery by Moai Wanoa Historic Ancestral Paternal DNA Title Joint Venture Global 200+ Nations States Co Operative Sovereign State Union Contract Agreement at the Time of this signing the writer, inventor and Wanoa MOAI STATUE Patent Rights owner remains the sole signatory inheritance to its authenticity Inherent Moai Wanoa royal family paternal Dna sovereignty paramount ancestral intellectual connection to the Wanoa Royal Families and extended Bloodlines Families to their Lands foreshores and seabed's including where the Moai Statues are situated around the world in other major States weather real Moai or Impression copies of Moai the Shape is Patented with his name or Tidal Turbines are placed and or attached to the Seabed Land in any part of the world seabed substrate Sub Sea Land that Jurisdiction is then under the control of this exclusive Moai Royal Prerogative Dna bloodlines Perpetual Title and Sovereign State Government of NA ATUA E WA AOTEA Head of the 27+ States within the Pacific Oceans 1/3 Globe area of Moai Claim the 27+ Sovereign Nations claims that title as Equal Shares to the Natural Resources and the Land under the Seas joining all these 27 States for the permanent record we the Council of Chiefs calls the Seabed Real Land belonging to the Chiefs Hapu of these Nation States in Co Operative Ownership under the Protectorate of the British Government for the Time Being and so far as the European Union Parliament fails to Extinguish the British Government and Parliament then we have an Inherent MOAI Property Ownership Right by way of WANOA MOAI DNA Paternal Bloodline Connections to MOAI sitting in Queen Elizabeth11 Great Court in London England to use those British Laws since we have declared our True Self Determined Independent Sovereign State open for business in front of each other at our NA ATUA E WA AOTEA MOAI SOVEREIGN STATE GOVERNMENT Registered Office of Business at 426/2 Tapora Street Auckland New Zealand on the 2<sup>nd</sup> August 2010 we swear our allegiance to Moai image of gods God's Grace Authority Ruler over the world of his creation and inventions vested in we the sovereigns children of God throughout his Sovereign Nations gifted to us his DNA Images of MOAI Statues our Property Ownership and shared responsibility Kaitiaki and Commercial Operations we modify in our Customary Loes adapted and prevailing over the British Laws Land Laws Rulers of their own inherited land, to also swear to honor our Agreement to treat each other equally over all these Lands we Claim Rights to the Discovery of Moai Lands in each of the 27 States and that we invite all other Nations to be adopted into our Title Lands as Equals in our Business and sharing of Resources and expenses upkeep treat as our Own Families they swear their allegiance to His Royal Prerogative Moai DNA Chiefs Leaders of the 27+ States to do as they please within these Boundary areas our MOAI are our Images as the Live Bloodlines Truly sitting in Command of MOAI in all of those Powerful Country States as the Ruler over those lands we therefore are Rulers over Gods Land and the world if he so wishes that we are now grown out of our dependency and are free to do as we please we understand this Authority belongs to us the Wanoa Peoples the Builders of MOAI Built one for God and the rest for us his Children we were gifted with his Intellectual Higher Knowledge and Power vested in MOAI we now Claim his MANA for ourselves our right of Inheritance and wish to adopt other Countries into our family and share in Moai image of Gods Gift of MANA Knowledge. Platinum Tidal Electric Bridge Construction Company Limited owns the MOAI TIDAL ELECTRIC "Platinum Turbines Platform WMLH2 Power Generation Rigs situated throughout the world" is a Private Company Patented of its own Right of Design Ideas Construction Design Work and the Principle of Operation Technology and Information that makes all the parts convert the Tidal Sea-power Energy from the Tide to Hydraulic Power to Electricity to Export Bottled Useable Useful Transferable Burnable Fuel Cell Convertible Electrolysis LH2 High Pressure Liquid Hydrogen Jet Aviation Fuel or "MOAI LH2 AVGAS" Unique Brand Name Products of Wanoa Moai Royal Family Charter Patent Copyrights Ideas ownership Title and insured under the MOAI SOVEREIGN STATE GOVERNMENT of NA ATUA E WA AOTEA Pacific and Polynesian Islands People and extended registered Sovereign States outside the 1/3 Global Boundary areas of Moai Claims identified in the Discovery of the Pacific Islands Oceans Pacific Rim Maps. The 27+ States Sovereign State Government has a responsibility to Protect the Financial and Inherent Interests of the Moai and his people who are the True Sovereigns Children of God and his Dna Image connecting them to

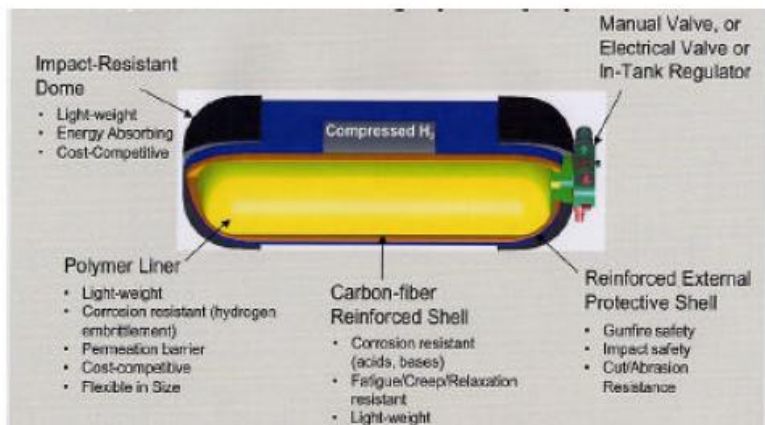
the Land God Gifted to them to administer look after as the Kaitiaki Spiritual Wairua magnetic operation of the earth itself meaning that God gave his Super Natural Magnetic Levitation force Powers to the Living flesh and blood Wanoa Peoples Tohunga to move Heaven and Earth through his Live MOAI Earth Stone Memorial Image transferred through Karakia and Rituals only performed by the Wanoa Peoples Tohunga (Priests) and their Descendants Tohunga Bloodlines Paternal DNA Sacred Tohunga Spiritual Priests in that magnetic field Realm Atmosphere surroundings solemn State of Mind Higher Frequency Intellectual Capacity Potentiality Influence force Lore of Attraction. This can only be performed by Magnetic Lore of Attraction of only the original Bloodline Male DNA Tohunga living on God's earth connected to his own Tupuna at cross Trajectory Points on that Island appointed by God the Inventor of Heaven and Earth!

The co-coordinator and representative of the CFSP within the EU is the High Representative of the Union for Foreign Affairs and Security Policy to speak on behalf of the PU in foreign policy and defense matters, and has the task of articulating the positions expressed by the member states on these fields of policy into a common alignment. The High Representative heads up the Pacific External Action Service (PEAS), a unique PU department that is being established following the entry into force of the Treaty of Pacific. The PEAS will serve as a foreign ministry and diplomatic corps for the Pacific Union. Besides the emerging international policy of the Pacific Union, the international influence of the PU is also felt through enlargement. The perceived benefits of becoming a member of the PU act as an incentive for both political and economic reform in states wishing to fulfill the PU accession criteria, and are considered an important factor contributing to the reform of former Communist countries in Central and Eastern Europe. This influence on the internal affairs of other countries is generally referred to as "soft power", as opposed to military "hard power".

In the PN, as an observer and working together, the PU has gained influence in areas such as aid due to its large contributions in that field. In the G8, the PU has rights of membership besides chairing and hosting summit meetings and is represented at meetings by the presidents of the Commission and the Council. In the World Trade Organisation (WTO) where all 27 member states are to be represented, the PU as a body is represented by our Trade Commissioner .

### Monetary Union

See also: Pacific, zone, and Economic and Monetary Union of the Pacific Union new form of Security of Investment LH2 Trade Ideas



### 27 PU countries and other joint states introduce the Moai Tidal Liquid Hydrogen Jet Fuel Equity money as their sole currency.

The creation of a Pacific single currency became an official objective of the PU in 2010. However, it is only with the advent of the Pacific Treaty in 2010 that member states are legally bound to start the monetary union no later than 2nd August 2010. On this date the MOAI WLH2 Liquid Hydrogen Jet Fuel Equity money duly launched by 3 of the present 27+ member states of the PU. It remains an accounting currency from 2009, when MOAI WLH2 Liquid Hydrogen money is issued to John Wanoa Na Atua E Wa Aotea Ltd Company, which by then consisted of one member state of NA ATUA E WA AOTEA SOVEREIGN STATE. The pacificzone is growing to three or more countries, the most recent being Tonga which joins on 2nd August 2010.

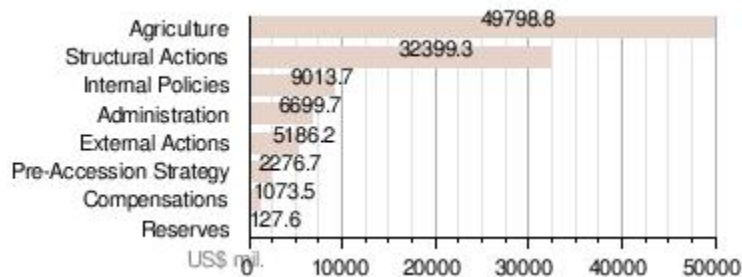
All other PU member states, joining on disclosure of Confidential Information are legally bound to join the WMLH2 MOAI Liquid Hydrogen Jet Fuel and or Equity WMLH2 Money Currency when the convergence criteria are met, when countries have set target dates for accession. The Bullion Gold is designed to help build a single market by, for example: easing travel of citizens and goods, eliminating exchange rate problems, providing price transparency, creating a single financial market, price stability and low interest rates, and providing a currency used internationally and protected against shocks by the large amount of internal trade within the pacific zone. It is also intended as a political symbol of integration and stimulus for more. Since its launch the Bullion Vault Gold has become the preferred reserve currency in the world with potential boom market for foreign exchanges reserves being in Gold money currency.

The WMLH2 and the monetary policies of those who have adopted it in agreement with the PU are under the control of the Moai Pacific Central Bank (MPCB). There are other currencies used in the PU.



## Budget

Main article: Budget of the Pacific Union



The total proposed expenditure of the Pacific Union

The twenty-seven member state PU proposed budget is and 864.3 billion Gold or MOAI Hydrogen Dollars for the period 2010–2013. Typical budget, the largest single expenditure item agriculture with around 46.7% of the total budget next is structural and cohesion funds with approximately 30.4% of the total. Internal policies take up around 8.5%. Administration accounts for around 6.3%. External actions, the pre-accession strategy, compensations and reserves is approximately 4.9%, 2.1%, 1% and 0.1% respectively.

## Energy

Main article: Energy policy of the Pacific Union

You can expect the 27 member states of the EU to have a gross inland energy consumption of 1,825 million tones of oil equivalent around 46% of the energy consumed produced within the member states while 54% is imported In these statistics, nuclear energy is treated as primary energy produced, regardless of the source of the uranium, of which less than 3% is produced.

The PU has had legislative power in the area of energy policy for most of its existence; this has its roots in the original Coal and Steel Community. The introduction of a mandatory and comprehensive Pacific energy policy is approved at the meetings of the Pacific Council in August 2010

The Commission has five key points in its energy policy: increase competition in the internal market, encourage investment and boost interconnections between electricity grids; diversify energy resources with better systems to respond to a crisis; establish a new treaty framework for energy co-operation with New Zealand, Tonga and Samoa while improving relations with energy-rich states in Central Asia<sup>[141]</sup> and North Africa; use existing energy supplies more efficiently while increasing use of renewable energy; and finally increase funding for new energy technologies.

## Model Plan of unification of the Pacific Islands Sovereign Union Nation States

Investors	Country	Royal Pacific Ban	Bullion Vault Bank Zurich	Corporate Company Ranfurly Bank
Larry Kenjike	Tonga	USD\$50Billion	USD\$50Billion Investor	NA ATUA E WA AOTEA LIMITED
John K Wanoa	Ranfurly	Gold Bonds Cert'	Equity Gold 50Billion Loan	NA ATUA E WA AOTEA LIMITED
<b>EXPENSES</b>		<b>INCOME</b>		<b>TAX 15% Flat Rate Personal &amp; Business</b>
Accountant Bernie Ogilvy		Moai BankVault Gold Equity Company ROI		Moai Tidal Electric LH2 Gold Shares ROI
President Larry Kengike		Moai Pacific Bank ROI Bullion Vault		A Share USD\$1B x 50 Shares = \$50B Value
Commissioner John Wanoa		Moai USD\$1000 Share x 50million shares		B Share USD\$1K to \$1M Share = \$50B Val
Security Officer Josh Liava'a		Moai USD\$1 Share x 50billion shares		C Share USD\$1to \$100 Share = \$50B Value
Secretary PA		Moai Bank Lend @ 5% Interest on USD\$50billion = USD\$75billion Profit USD\$25billion		
Computer Data Operator		Moai Bank Lend @ 5% Interest on USD\$50billion = USD\$75billion Profit USD\$25billion		



**Banker** Moai recovers the Loan of USD\$50billion in one year of operation to the Moai Pacific Bank

**Company CEO** Moai Shares are 1Trillion @ A Shares 0.33bil, B Shares 0.33bil, C Shares 0.34billion Shares

**Governor** Moai Tidal Turbine Platform Cost complete USD\$5billion Operate East Cape New Zealand

**Salary Wages** Moai expected turnover of Liquid Hydrogen at point of sale East Cape USD\$69.12billion

**Office Equipment** Moai expected 15% Flat Tax to pay Moai Sovereign State Government USD\$10.37billion

**Vehicles** Moai expected net after Tax NA ATUA E WA AOTEA LIMTED CO is USD\$58.75billion

**Travel Accommodation** The Sovereign State Government Co pays 10% of net to Turbine Inventor USD\$5.88billion

**Project Manager** The Sovereign State Government Company pays 10% of net to Turbine Co USD\$5.88billion

**Share Register** The Sovereign State Government Co pays 5% of net to Int'l Patent Rights USD\$2.65billion

**Nation States 27+** The Sovereign State Government Co pays 5% of net to Moai Royal Rights USD\$2.49billion

**Advertising TV Radio** The Sovereign State Government Co pays 25% net to Moai Military Force USD\$12.60billion

**Personnel** The Sovereign State Government Co pays 10% net to Moai Housing Cities USD\$9.44billion

**Contractors** The Sovereign State Government Co pays 25% net to Moai Int'l Airline Coy USD\$7.10bil

**Net Profit to Moai Pacific Bank** The Sovereign State Government retains 10% net to Moai Pacific Bank Coy USD\$21.00bil

**The Bank Lend out the money at 5% but its best to pout the money into more turbines larger Return on Investment Shareholder**

**IN WITNESS WHEREOF, we, the Members of the Joint Venture, have executed this Agreement effective as of the Effective Date**

L-3 COMMUNICATIONS INTEGRATED  
SYSTEMS, LP

By: /s/ Robert W. Drewes  
Robert W. Drewes, President

PARAGON SYSTEMS, INC.

By: /s/ Charles Keathley  
Charles Keathley, President

RAYTHEON AEROSPACE, LLC

By: /s/ Daniel A. Grafton  
Daniel A. Grafton, President

U.S. HELICOPTER INCORPORATED

By: /s/ David R. Thaxton  
David R. Thaxton, President / CEO



## EXHIBIT A

Member	Initial Contribution Value	Capital and	Units	Percentage Interests	
NA ATUA E WA AOTEA SS GOVERNMENT 426/2 Tapura Street Auckland CBD 1010 New Zealand	\$	USD\$50bil OD	40.0	40.00	%
NA ATUA E WA AOTEA LIMITED 426/2 Tapura Street Auckland CBD 1010 New Zealand	\$	1,000.00	10.0	10.00	%
SAMOA GOVERNMENT 555 Industrial Drive South Madison, Mississippi 39110 (RA LLC)	\$	4,000.00	40.0	40.00	%
U.S. Helicopter Incorporated 668 Parker Drive Ozark, Alabama 36360 (USH)	\$	1,000.00	10.0	10.00	%
U.S. Helicopter Incorporated 668 Parker Drive Ozark, Alabama 36360 (USH)	\$	10,000.00	100.00	100.00	%

## EXHIBIT B

### Initial Management Committee

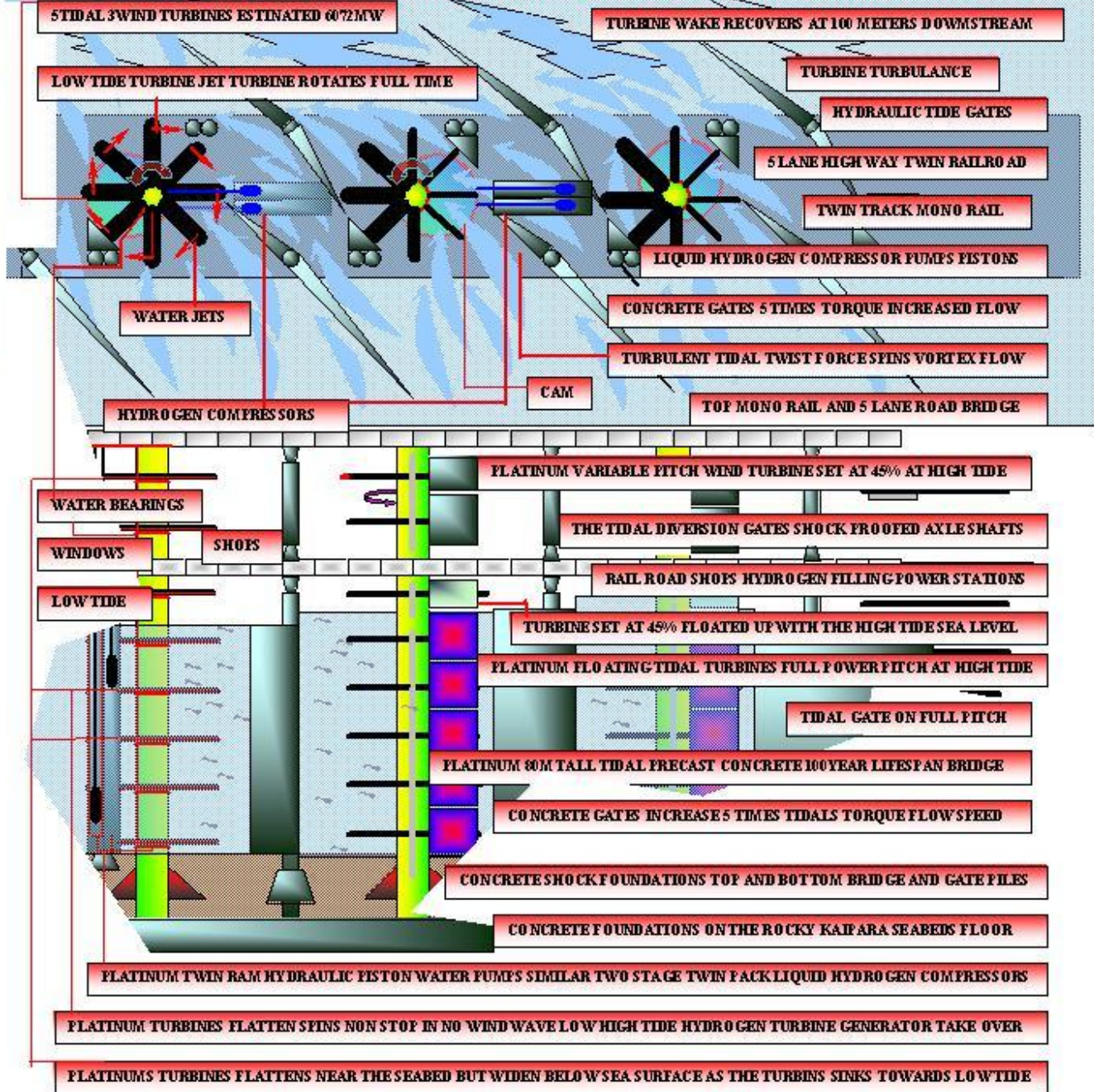
John Kahaki Wanoa  
Larry Kengike  
Josh Liava'a

**PLATINUM TURBINES ARE HYDRAULICALLY LOADED AT 2KIS TO STALL THE TIDES 5KIS SPEED CAPTURING 70% OF HIS TORQUE ENERGY**

**H2**



**John Wanca © Engineering plans and information herein described as Platinum Tidal Wind Wave Turbine Technology Design™ Patent 118 March 2014**



This is the USD\$20 billion Kaipara Bridge Construction job that TY Lin USA Bridge Design Engineers said they would build it 11km long 3 stories high and Letters are here from Transpower Vector and Contact Energy interested in purchasing the Power Energy. We still gain more revenue from Carbon Credits and Methane Credits swamp the whole world market out and just one of these Turbine assemblies replaces the need to build over 6000 windmills producing over 6000MW of Power from one of over 200 Bridge Piles. The Idea appeals to Price Waterhouse Coopers International Accountants Chris Taylor said if I found an Investor he would do the Accounts shows the scope of this project has been assessed by these Reputable Power Generation Company's. The Mayor of Auckland John Banks applauds the Idea and Alan Richards Manager RMA Resource Planning Manager of the Far North District Council can't wait any more for its build program to start as he saw the merits and these people can be called up to confirm that Testimony it's the best thought out plan over 8 years Research and design work I did.







**T R A N S P O W E R**

*Brent Thomas*  
Tel: 04 495 7176  
Fax: 04 495 7004  
brent.thomas@transpower.co.nz

Transpower House, 95 The Terrace  
PO Box 1021, Wellington  
New Zealand  
Telephone: 04-4-495 7000  
Facsimile: 04-4-495 7100  
www.transpower.co.nz

25 February 2008

Platinum Tidal Electric Construction Company Ltd  
4/13 Armadale Road  
Remuera  
AUCKLAND

Attention: John Wanoa

Dear John

**PROPOSED KAIPARA HARBOUR GENERATION PROJECT**

Thank you for providing information on your proposed development over the last few days—received as numerous email attachments. Although we have only had limited time to review this, it appears this would have major implications for the national grid.

I understand that you attempted numerous contacts through various third party channels but at no time has Transpower received any formal request nor an invitation to meet with you or representatives to be briefed on the project.

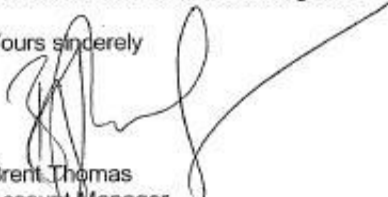
Given the apparent scale and diversity of this project Transpower will require a greater understanding of this project and its implications.

Without this assessment being carried out Transpower is unable to provide the requested "Uncommitted Letter of Intent" to carry power from your proposal (the letter to be included with your application to the Marine Tidal Deployment Fund and your resource consents).

Now that Transpower has been made aware of the potential of this development, we would be pleased to meet to discuss your requirements for a connection to the grid. Your proposal would be considered under Transpower's Capital Works Process for new connections and we would initially respond with a high level response, at no cost.

Please call and we can arrange a teleconference or a meeting to commence this process.

Yours sincerely



Brent Thomas  
Account Manager










## Kaipara Marine Tidal Energy Project Blue Energy

Inbox

 [John Wanoa](#)

 Wed, Feb 13, 2008 at 12:41 AM

 Thu, Feb 14, 2008 at 10:58

LAZARUS, David

<David.Lazarus@contactenergy.co.nz>

To: John Wanoa <platinasaweed@gmail.com>

[Reply](#) | [Reply to all](#) | [Forward](#) | [Print](#) | [Delete](#) | [Show original](#)

Hi John,

Thank you for your letter and the attached documents. Capturing tidal energy from the Kaipara Harbour will certainly be no small task, but the energy held in those flows could well make a significant contribution to New Zealand's need in the future.

To clarify, you seek from Contact a letter confirming our interest in purchasing carbon credits generated from the proposed Kaipara Tidal Fence Bridge? In general, we are always interested in ways to reduce our carbon footprint, so I will confer with our Carbon Markets team with how it may be possible to make such a commitment. But because the government's emissions rules don't appear to allow the creation of 'Kyoto compliant' carbon credits in NZ, we can't actually purchase credits within NZ for use in NZ (forestry being the exception). Though, as you say, there is an active voluntary market operating internationally, outside of government controls. I would suggest you target this for two reasons; firstly because there is scope for creating credits for sale offshore, and secondly because the sheer scale of your proposal would swamp NZ's carbon markets – while 7000MW of renewable energy is an excellent development, 20 million carbon credits is 2.5 times the entire electricity industry's current liability.

Our company's current plans mean that our resources are focused on developing wind and geothermal energy in the near to mid term. However, Contact Energy has conducted assessments of marine energy previously, and we are interested in your work in the marine energy sector. It would be helpful to be kept in the loop of your developments, mindful of the possibility of opportunities for us to work together further down the track.

Kind regards,

David Lazarus

Business Development Engineer



DDI: 64-4 462 1291 • Mobile: 64-21 228 1994

Phone: 64-4 499 4001 • Fax: 64-4 499 4003

Level 1, Harbour City Tower, 29 Brandon Street, P.O. Box 10742,

Wellington, 6143, New Zealand • [www.contactenergy.co.nz](http://www.contactenergy.co.nz)

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[- Show quoted text -](#)



12 September 2007

my office, att  
s expressed  
released its rep  
au Settlement  
ents is curren  
ua Agreement  
stand that the  
are considerin  
at you raised



Mayor's Office  
Auckland City

7 November 2007

Mr John Wanoa  
Chair  
Ngati Wha Atua Trust Board INC  
4-13 Armadale Rd  
Remuera

**Re: Meeting request with Mayor to discuss the history of Auckland**

Tena Koe Mr Wanoa

Thank you for your correspondence of 4 October 2007.

Auckland City Council does not have the authority or mandate to approve or authenticate tribal histories for Auckland. This is the role of central government through the Office of Treaty Settlement and the Waitangi Tribunal.

We do however take our responsibilities to engage with Maori as outlined in provisions of the Local Government Act (2002) and the Resource Management (1991) seriously and have developed a number of processes with Iwi and Taurahere to support these responsibilities.

We await with interest your developments in the Kaipara Harbour and look forward to the seeing the tidal energy project come in to fruition.

If you wish to talk about any issues affecting Maori living in the boundaries of Auckland city please set up a meeting with the Pae Arahi of Auckland City Mr Eynon Delamere.

At this stage, it would be premature for me to meet with you regarding the histories until your Waitangi tribunal claim has been heard.

I wish you all the best in the future.

Yours sincerely

Hon. John Banks QSO  
Mayor  
Auckland City

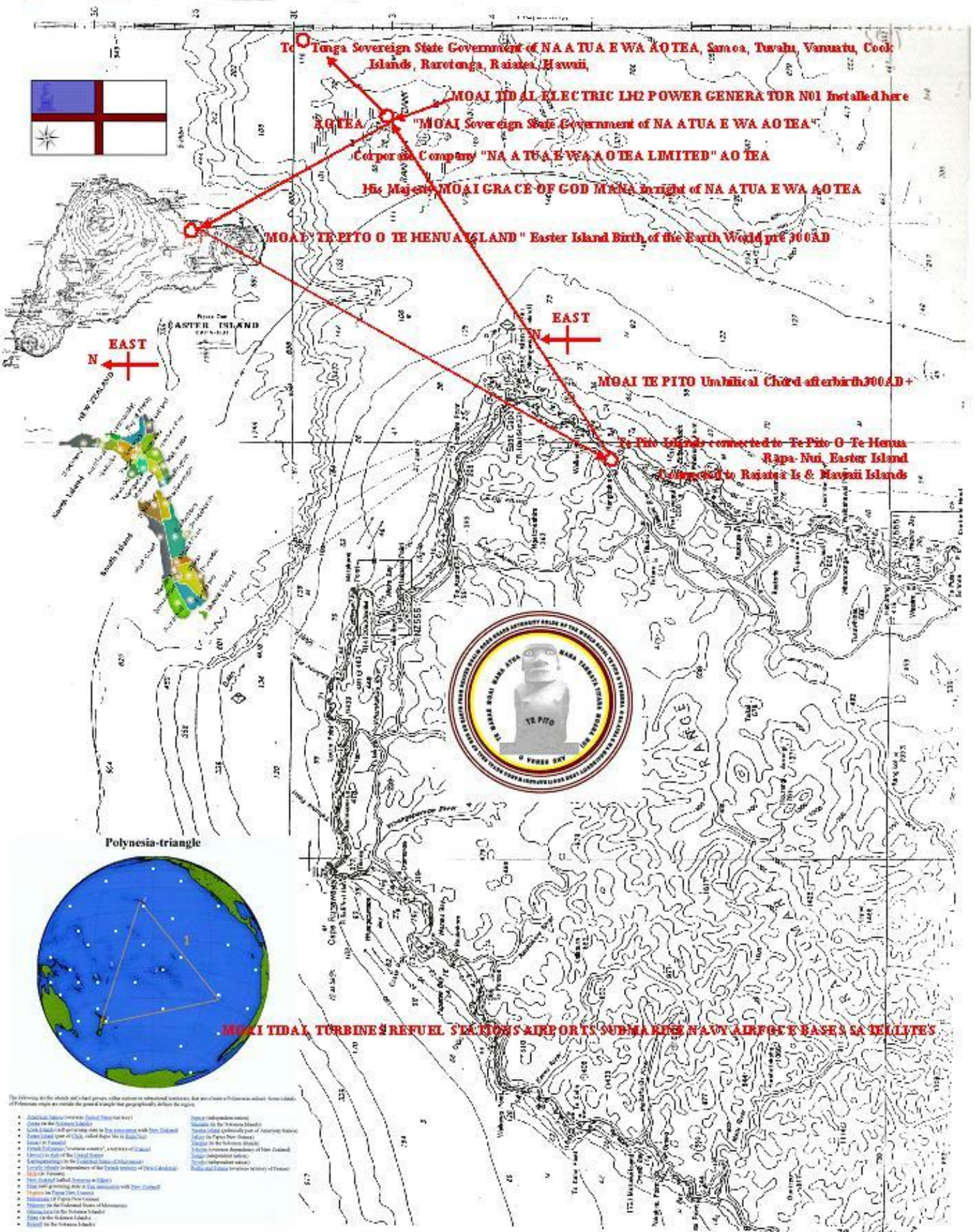
Parliament Buildings, Wellington, New Zealand

Email

Long-term Aboriginal...  
with extraordinary initiatives with e  
Energy tidal power opportunity. The  
holds out hope that we would event  
perpetual federal







To Tonga Sovereign State Government of NA A TUA E WA A O TEA, Samoa, Tuvalu, Vanuatu, Cook Islands, Rarotonga, Raiatea, Hawaii

MOAI TIDAL ELECTRIC LHM2 POWER GENERATOR NO1 Installed here

MOAI IE PITO "MOAI Sovereign State Government of NA A TUA E WA A O TEA" Corporation Company "NA A TUA E WA A O TEA LIMITED" AO TEA

His Majesty MOAI GRACE OF GOD MENA In right of NA A TUA E WA A O TEA

MOAI IE PITO O TE HENUA ISLAND "Easter Island Birth of the Earth World pre 300AD

MOAI IE PITO Umbilical Chord after birth 300AD

Te Pito Islands connected to Te Pito O Te Henua Rapa Nui, Easter Island & connected to Raiatea Is & Hawaii Islands

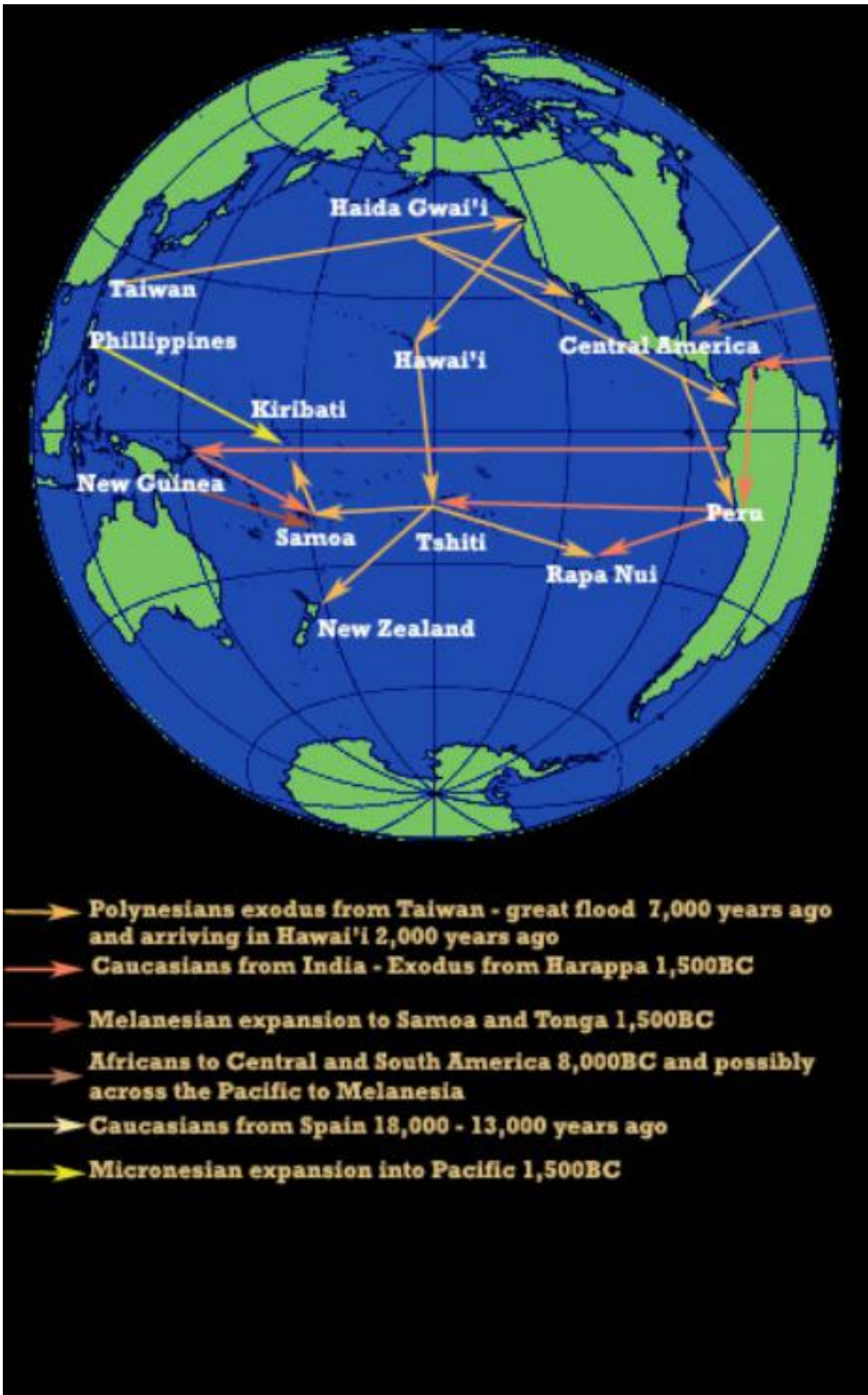


MOAI TIDAL TURBINES REFUEL STATIONS AIRPORTS SUBMARINE NAVY AIRPORT BASES SATELLITES

- The following are the islands and related groups, either nations or subnational territories, that are members of Polynesian nations. Some islands of Polynesian origin are outside the general triangle but geographically define the region.
- American Samoa (overseas United States territory)
  - Cook Islands (sovereign state)
  - Easter Island (special territory of Chile, called Rapa Nui in English)
  - French Polynesia (overseas collectivity of France)
  - Hawaii (United States)
  - Kiribati (sovereign state)
  - Niue (sovereign state)
  - Tokelau (territory of New Zealand)
  - Tonga (sovereign state)
  - Tuvalu (sovereign state)
  - Vanuatu (sovereign state)
  - Wallis and Futuna (territory of France)
  - Samoa (sovereign state)
  - Cook Islands (sovereign state)
  - Easter Island (special territory of Chile, called Rapa Nui in English)
  - French Polynesia (overseas collectivity of France)
  - Hawaii (United States)
  - Kiribati (sovereign state)
  - Niue (sovereign state)
  - Tokelau (territory of New Zealand)
  - Tonga (sovereign state)
  - Tuvalu (sovereign state)
  - Vanuatu (sovereign state)
  - Wallis and Futuna (territory of France)









**NA ATUA E WA AOTEA SECURITY INVESTMENT LAND RESOURCES SITR TR GOLD EQUITY VALUED C.T TITLE INSTRUMENTS**

**ALL SEEING ELECTRIC MAGNETIC DISCOVERY EYES OF WANOA ROYAL BLOOD DNA DIVINE MAN GODS MO'AI**  
**POLYNESIAN PEOPLES SACRED MOAI LAND SEA CLEAR TITLE OWNERSHIP PACIFIC OCEAN AREA**  
 MOAI Tidal Electric Invents Investors to a Joint Venture 21% Share Company Co-Op hold this Un-rebutted One True Title Gold Equity Valued Claim as Security of Investment Instruments from 21-10-2010

**QUEEN ELIZABETH II 1868 QUEEN VICTORIA STOLE OUR MOAI OFF EASTER ISLAND WE BILL QUEEN E II**  
**GREAT COURT LONDON** Moai Tidal Electric Technologies in Superconducting Motors for Moai Blast Runways Boeing MS L2C Liquid Hydrogen Fuelled Aircraft of Share Company

**MANA SUPER NATURAL LIFE** MOAI SITS IN NEW YORK- WASHINGTON DC-GERMANY-FRANCE-NZ  
 MOAI Sacred DNA BELONGS TO POLYNESIAN ABORIGINAL HAPU  
 TE PITO O TE HENUA Island Moai Landmark 25sq km Map original Wanoa Homesteads East Cape

**MOAI IMAGE GOD MANA TE PITO O TE HENUA CLAIM PROOF**  
 Polynesian Peoples Claim MOAI DNA Royal Blood Image of GODS Grace Truth Title as Security of Investment Instruments  
**NA ATUA E WA AOTEA SOVEREIGN STATE GOVERNMENT**  
 Moai Landmark 25sq km Map original Wanoa Homesteads East Cape

**AFFIDAVIT: REBUT THIS CLAIM TITLE NOW**  
**NA ATUA E WA PURE** LORE MANA TRUTH  
**ROYAL BLOOD MOAI GOD** AHU MANA HENUA  
**ROYAL DNA RED CROSS** DENEDIN NEW ZEALAND  
**MOAI TITLE** MOAI WANOA CT TITLE  
**APEC SINGAPORE** MOAI MIRROR IMAGE IN GODS ALL SEEING EYES

**MOAI IN WASHINGTON DC USA**  
 Ph 0064 9 9400552 tidal@electric@gmail.com  
**NA ATUA E WA AOTEA LTD NZ** UETARA  
**MOAI DNA 'BULLION VAULT'** MOAI Jet  
**SECURITY INTEREST TITLE** Tidal Electric  
**MOAI LHM - GOLD MONY** LHM Economy  
**USA SUPREME COURTS** Information Tech

**MOAI MIRROR IMAGE IN GODS ALL SEEING EYES**  
**MOAI TIDAL ELECTRIC LTD**  
**MAXGL NETWORKS LTD**  
**TRUMP NETWORKS LTD**  
**BULLION VAULT LTD**  
**MO'AI MANA EYE BRAIN**

**TE PITO O TE HENUA**  
**MANA**  
**MOAI CHILE**  
**MANA TRUTH**

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**NA ATUA AOTEA LTD** 'Moai Sovereign State Government' Co-Op Company Foreign Trade Invest  
 426/12 Taporu Street  
 Auckland CBD 1010  
 Moai Sovereigns  
 NEW ZEALAND  
 Ph+64 9 9400552

**Moai God's Wanoa Peoples flight from Anakena, Te Pito O Te Henua Island onto Te Pito Islands**  
**"MOAI IN RIGHT OF NA ATUA E WA AOTEA"** Head of State of Polynesia replaced Queen Elizabeth II  
 Moai Security Title CT over New World Order Aliens Fraud Debt Claim threat on our Land

**Affidavit: New Zealand Government Parliament & Police are all Fraudsters**  
 God's Tolling: Chiefs Wanoa people settled at Te Pito- Waiapu & Te Pito-Navel of the World from Tapuatuaeta Marae Opoa Rohe Waiapu Awa, Rai'atea Island

**MOAI People, Citizens of the Country AOTEA under MOAI Sovereign Flag (Formerly New Zealanders of the Country New Zealand)**  
 Polynesian Moai Marae Maori & Pacific Islands Indigenous & Aboriginal Peoples, within these Boundary areas, please bring your Hapu & immigrant races of people together to Claim this CT Title!  
 Moai CEO Bill Charge Debtor Offender Named Photographed Fraud New Zealand Government & Police who force to own any person's Blood Property DNA Ownership.  
 Notice to other Crown, Private Corporate Investment Interests: Moai Polynesian Peoples current True Landowners intent to Govern Administer-Control-Manage these our Countries Claim Affidavits' Legal Notice MOAI Lore. This is a True Photo Image Copy CT of Customary Title for Class Action Claims Gold-LHM Credit Share Valued Instruments against Debtors Owed Crown, Queen and others

**New Zealand Government failed to Identify MOAI Royal Sovereign Great Council of Chiefs of TE PITO East Cape as First Nations True Landowners of Aotea New Zealand, CEO seize upon its British and New Zealand Crown Created Fraud Maori Land Titles in Glasgow Scotland sold our MOAI Lands. We Bill Charged Named Offenders who must rebut our Title Claims Affidavits Enforced Act after 4pm 21<sup>st</sup> July 2010**  
**This Title Certificate is to Certify in International Law that New Zealand Government Crown Cabinet, it's CEO and Public of New Zealand have No Photo Image Title Claim to New Zealand over MOAI Title CT.**  
**This is the True First Nations Moai Royal Wanoa People of Te Pito O Te Henua Island Original DNA Clear Title by Discovery Settlement Title of Te Pito New Zealand**

**MOAI WANOA CARVERS, BUILDERS TOHUNGA SETTLE AT ANAKENA, TE PITO O TE HENUA FROM RAIATEA TO TE PITO N.Z**





6.2 Discloser may consent pursuant to Article 6.1 subject to conditions, including a condition that the person to whom Recipient proposes to disclose executes in favour of Discloser a Confidentiality Agreement upon the same terms as this Agreement.

**ARTICLE 7. ENDING OF CONFIDENTIALITY**

Recipient shall be relieved from Recipient's obligations of confidentiality in this Agreement in respect to any part of the Confidential Information which:

- (a) Recipient can show was in the possession of Recipient as at the date of the disclosure; or
- (b) Recipient can show is or becomes part of the public domain otherwise than by a breach of this Agreement; or
- (c) Recipient can show was received in good faith from a person entitled to provide it to Recipient; or
- (d) Recipient can show was independently developed by Recipient, by employees who did not have access to the Confidential Information.

**ARTICLE 8. DURATION OF CONFIDENTIALITY**

8.1 The duration of the obligations in this Agreement is seven years.

8.2 The obligations of confidentiality and non use upon Recipient in this Agreement end upon the expiration of that period.

**ARTICLE 9. RETURN OF CONFIDENTIAL INFORMATION**

- 9.1 Discloser may at any time by notice in writing to Recipient require the return to it of the Confidential Information.
- 9.2 Within 7 days of receipt of such a notice Recipient must deliver to Discloser all Confidential Information in its possession disclosed or provided by Discloser together with all copies of all Confidential Information in its possession:
  - (a) provided by Discloser; or
  - (b) which Recipient has for any reason made,
- 9.3 Any part of the Confidential Information which cannot conveniently be returned by Recipient to Discloser shall be completely destroyed in such manner and at such time as directed by Discloser, including by deletion from all computer records and electronic or magnetic storage devices.

**ARTICLE 10. GOVERNING LAW**

Each party may bring proceedings in any court of competent jurisdiction in the place where its principal executive offices are located.

**SIGNATURES OF PARTIES**

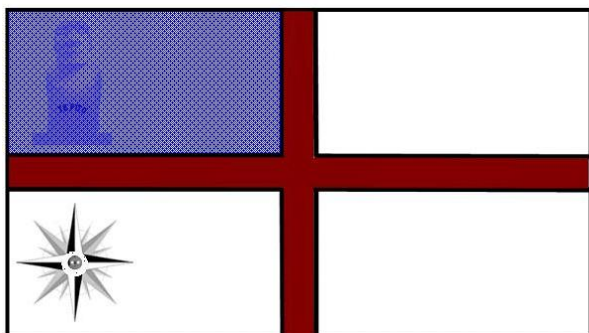
This Agreement shall be effective when signed by all parties, and its effective date is the latest of the dates set out below.

SIGNED on behalf of [1]  
BY

\_\_\_\_\_   
Print Name   
  
 \_\_\_\_\_   
Signature \_\_\_\_\_ date

SIGNED on behalf of \*  
BY

\_\_\_\_\_   
Print Name   
  
 \_\_\_\_\_   
Signature \_\_\_\_\_ date



# JOINT VENTURE

## LIMITED LIABILITY COMPANY AGREEMENT

FOR

“NA ATUA E WA AOTEA LIMITED”

MOAI ROYAL PACIFIC ISLANDS UNITED SOVEREIGN NATIONS STATE GOVERNMENT, CO OP LLC

For signing Contractual Agreements on Monday 2<sup>nd</sup> August 2010 between John Wanoa and Larry Kengike of Auckland New Zealand

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Exhibit B: Initial Management Committee

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The Units represented by this document have not been registered under any securities laws and thus their transferability is restricted. The Units may not be sold, assigned, or transferred, nor will any assignee, transferee, or endorsee thereof be recognized as having an interest in such Units by the issuer for any purpose, unless (i) a registration statement under the Securities Act of 1933, as amended, with respect to such Units shall then be in effect and such transfer has been qualified under applicable state securities laws, or (ii) the availability of any exemption from registration and qualification shall be established to the satisfaction of counsel for the Company.

The Units represented by this document are subject to further restriction as to their sale, transferability, or assignment as set forth in this Agreement and agreed to by each Member. Said restriction provides, among other things, that no transferee or assignee shall become a Substitute Member unless consent to by the Members.

JOINT VENTURE

LIMITED LIABILITY COMPANY AGREEMENT

FOR NA ATUA E WA AOTEA LIMITED, LLC

This Joint Venture Limited Liability Company Agreement is entered into and shall be effective as of the Effective Date by and among the persons executing this Agreement as Members. The Members of this Joint Venture desire to enter into this Agreement to regulate or establish the affairs of the Company, the conduct of its business and the relations of its Members.

The Members of the Joint Venture will work together to further the business base and experience of the small business members. In recognizing the small business participation for terms of compliance with the Program small business goals, the Joint Venture will provide an accounting of revenue and cost for each party's participation in accordance with the contribution ratios identified in Exhibit A. The large business participants pledge an enhanced mentoring program for the small businesses through active inclusion in all management decisions as specified in Article 7, Management Committee; as well as program management involvement in specific areas of expertise of each participant. All Members will share best practices employed by their respective companies for the improved performance of the Joint Venture on the program.

The Members recognize the strategic importance of the Program in providing safe and reliable aircraft for training Army Aviators as well as providing a source of 'depot' maintenance capability to U. S. Army Aviation and Missile Command and will dedicate the necessary resources to ensure full performance of the Contract. Each Member further recognizes the strengths of the other in its respective ability to provide support to the Army for the Program and each will commit its general management, maintenance management, logistics management, engineering management, labor relations management and expertise and program management resources as necessary to ensure that every requirement of the Contract is performed in a compliant manner. Each party will use its best efforts to exceed the Customer's expectations.

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree as follows:

## ARTICLE 1 FORMATION

1.1 Organization. The Members agree to form the Company as a Delaware limited liability company pursuant to the provisions of the Act.

1.2 Name. The name of the Company is Army Fleet Support, LLC, and all business of the Company shall be conducted under that name or under any other name. The Company shall hold all of its Property in the name of the Company and not in the name of any Member.

1.3 Effective Date. This Agreement is effective as of June 2, 2003, which is the date of the filing of the Certificate with the Delaware Secretary of State (the "Effective Date").

1.4 Term. The term of the Company shall commence of the Effective Date, and unless sooner terminated, liquidated, or dissolved pursuant to the provisions hereof, shall continue until:

a. All obligations and liabilities, including warranty, assumed by or imposed upon the Company under the Contract have been performed or discharged, and

b. All disputes, claims, causes of action, obligations and liabilities and other similar matters arising out of or in connection with the Contract have been resolved or discharged, and

c. The Company has received payment in full of sums due it under the Contract.

1.5 Registered Agent and Office. The registered agent for service of process and the registered office shall be that Person and location reflected in the Certificate as filed in the office of the Delaware Secretary of State. The Management Committee, may, from time to time, change the registered agent or office through appropriate filings with the Delaware Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Management Committee shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

1.6 Principal Office. The Principal Office of the Company shall be located at, and the Company's mailing address shall be 555 Industrial Drive South; Madison, Mississippi 39110, or at such other location and address as determined from time to time by the Management Committee.

## ARTICLE 2 DEFINITIONS

2.1 Definitions. For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

Act. The Delaware Limited Liability Company Act and all amendments to the Act.

Additional Member. A Member or a Substitute Member who has acquired Units from the Company pursuant to Section 13.3.



**Admission Agreement.** The agreement between an Additional Member and the Company, wherein the Additional Member agrees to be bound by all the terms and conditions of this Agreement and which specifies the Capital Contribution to be made by such Additional Member.

**Affiliate.** A natural person or an Organization that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Member.

**Agreement.** This Limited Liability Company Agreement including all amendments adopted in accordance with this Agreement and the Act.

**Assignee.** A Person to whom Units have been transferred pursuant to the provisions of Article 12 who has not been admitted as a Substitute Member.

**Available Cash.** At the time of determination, Money, demand deposits or short-term marketable securities arising out of, or acquired with proceeds derived from, net cash flow from the operation of the Company that the Management Committee determines is available for Distribution to the Members.

**Business Day.** Any day other than Saturday, Sunday or any legal holiday observed by the United States Government.

**Capital Account.** The account maintained for a Member or Assignee determined in accordance with Article 9.

**Capital Contribution.** With respect to any Member, the amount of Money and the initial Gross Asset Value of any Property (other than Money) contributed to the Company with respect to the Units held by such Member pursuant to the terms of this Agreement.

**Capital Transaction.** A financing or refinancing, insurance recovery, condemnation, award, easement sale, sale, exchange or other Disposition of all or any part of the Property of the Company, and any other transaction, the proceeds of which, in accordance with generally accepted accounting principals, are considered to be capital in nature.

**Certificate.** The certificate of Formation of the Company described in Section 18-201 of the Act, as originally filed with the Delaware Secretary of State, and as amended, supplemented and restated from time to time.

**Code.** The Internal Revenue Code of 1986, as amended from time to time.

**Company.** Army Fleet Support, LLC, a limited liability company formed under the laws of the State of Delaware, and any successor limited liability company.

**Company Liability.** Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

**Company Property.** Any Property owned by the Company.

**Contract.** The prime contract for the Program, including any renewals, follow-ons, recompetes or extensions of the Contract, and any options applicable to the Contract, as defined.

**Customer.** The United States Army.

**Depreciation.** For each Taxable Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to each Company Property for such Taxable Year, except that if the Gross Asset Value of Company Property differs from its adjusted basis for federal income tax purposes at the beginning of such Taxable Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Taxable Year bears to such beginning tax basis; provided, however, that if the adjusted basis for federal income tax purposes of Company Property at the beginning of such Taxable Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

**Distribution.** A transfer to Property to Member or Assignee on account of a Unit as described in Article 10.

**Disposition (Dispose).** Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, whether absolute or as security or encumbrance (including dispositions by operation of law).

**Electronic Transmission.** Any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval and reproduction of information by the recipient.

**General Manager.** The project manager as defined in Article 8.

**Gross Asset Value.** With respect to any Company Property, the asset's adjusted basis for the federal income tax purposes, except as follows:

a. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Management Committee, provided that, if the contributing Member is a member of the Management Committee, the determination of the fair market value of the contributed assets shall require the consent of the Members;

b. The Gross Asset Values of all Company Property shall be adjusted to equal their respective fair market values, as determined by the Management Committee, as of the following times:

(i) The acquisition of additional Units in the Company by any new or existing Member in exchange for more than a de minimus capital contribution;

(ii) The distribution by the Company to a Member of more than a de minimus amount of Company Property as consideration for an interest in the Company; and

(iii) The dissolution of the Company;

Provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Management Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Members in the Company;

c. The Gross Asset Value of any Company Property distributed to any Member shall be equal to the gross fair market value of such asset on the date of distribution as determined by the distributee Member and the Management Committee, provided that if the distributee is a member of the Management Committee the

determination of the fair market value of the distributed asset shall require the consent of the Members; and

d. The Gross Asset Values of Company Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Regulations Section 704-1(b)(2)(iv)(m).

If the Gross Asset Value of any Company Property differs from its adjusted tax basis, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such assets for purposes of computing Net Profits and Net Losses.

L-3 Com IS LP. The Member so designated on Exhibit A.

Management Committee. The Management Committee selected in accordance with Article 7 herein and given the authority set forth in Article 7 herein.

Member. A person holding Units in the Company, including, unless the context expressly indicates to the contrary, an Assignee.

Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

Net Profits and Net Losses. For each Taxable Year, an amount equal to the Company's taxable income or loss, respectively, for such Taxable Year determined in accordance with Code section 703(a) (including, for this purpose, all items of income, gain, loss or deduction that would otherwise be separately stated) with the following adjustments.

a. Any income of the Company that is exempt from federal income tax and not otherwise taken into account shall be added to such taxable income or loss;

b. Any expenditures of the Company described in, or treated as, Code section 705(a)(2)(B) expenditures and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from such taxable income or loss;

c. In the even the Gross Asset Value of any Company Property is adjusted pursuant to the requirements of this Agreement, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

d. Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be

computed by reference to the Gross Asset Value of the Property disposed of, regardless of whether the adjusted tax basis for such Property differs from its Gross Asset Value;

e. In lieu of depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Taxable Year, computed in accordance with the terms of this Agreement;

f. To the extent an adjustment to the adjusted tax basis of any Company Property pursuant to Code sections 734(b) or 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining capital accounts, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from a disposition of the asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and

g. Notwithstanding any other provision of this definition, any items which are specifically allocated pursuant to Section 10.2 hereof shall not be taken into account in computing Net Profits or Net Losses.

Notice. Any Notice requires to be given to any Person or the Company Pursuant to the terms of this Agreement or the Act shall be given in accordance with Section 20.1 of this Agreement.

Offsettable Decrease. Any allocation that unexpectedly causes or increases a deficit in the Member's or Assignee's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowance under Section 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under Sections 704(e)(2) or 706 of the Code or under Section 1.751-1 of the Regulations, or distributions that, as of the end of the year, are reasonably expected to be made to the extent they exceed the offsetting increases to such person's Capital Account that reasonably are expected to occur during (or prior to) the taxable years in which the such distributions are expected to be made.

Organization. A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

Percentage Interest. With respect to any Member or Assignee, a fraction (expressed as a percentage), the numerator of which is the total number of Units held by such person and the denominator is the total number of Units of all Members and Assignees.

PSI. The Member so designated on Exhibit A.

Person. An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State of Delaware.

Proceeding. Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

Program. The Fort Rucker Fleet Support Program.

Property. Any property real or personal, tangible or intangible, including Money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

RALLC. The Member so designated on Exhibit A.

Regulations. Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

Substitute Member. An Assignee who has been admitted to all of the rights of membership pursuant to this Agreement.

Taxable Year. The taxable year of the Company as determined pursuant to section 706 of the Code.

Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

Units. The rights of a Member or Assignee in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

Unrepaid Capital. The excess, if any, of (i) the sum of the Capital Contributions of a Member, over (ii) the proceeds from Capital Transactions, if any, theretofore distributed to such Member.

USH. The Member so designated on Exhibit A.

Voting Right. The right of a Member to information and to consent to, approve or otherwise vote on actions of the Company as specified herein.

## ARTICLE 3 NATURE OF BUSINESS

3.1 Performance of Contract. The purpose, nature and character of the business of the Company is to act as the contractor under the Contract.

3.2 Limited Purpose. The purpose of the Company is to engage solely in the foregoing business activities, together with such other activities as may be ancillary or related thereto, or otherwise necessary or advisable in connection with the foregoing activities. The Company, without written consent of all of the Members, shall not engage in any business unrelated to the Program, the Contract, and ancillary and related activities.

## ARTICLE 4 ACCOUNTING AND RECORDS

4.1 Records to be Maintained. The Management Committee shall maintain the following records at the Principal Office:

a. A current list of the full name and last known business address of each Member, former Member and other holder of a Unit (including as Assignee), together with such person's current Percentage Interest;

b. A current list of the full name and last known business address of each member of the Management Committee;

c. A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate has been executed;

d. Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years or for the period of time required under the Contract, whichever is longer;

e. Copies of this Agreement including all amendments thereto;

f. Any financial statements of the Company for the three most recent years or for the period of time required under the Contract, whichever is longer;

g. If not set forth in this Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

(ii) The times at which or events upon the happening of which any additional contributions agreed to be made by each Member are to be made; and

(iii) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

4.2 Reports to Members:

a. The Management Committee shall provide reports at least annually to the Members at such time and in such manner as the Management Committee may determine reasonable.

b. The Management Committee shall provide all Members and Assignees with those information returns required by the Code and the laws of any Taxing Jurisdiction.

4.3 Method of Accounting. The records of the Company shall be maintained on an accrual basis, in accordance with generally accepted accounting principles.

## ARTICLE 5 NAMES OF MEMBERS

5.1 Names. The names of the Members are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

## ARTICLE 6 RIGHTS AND DUTIES OF MEMBERS

6.1 Voting Rights.

a. Except as provided in subsection (b) of this Section 6.1, all Members shall be entitled to the right to vote on any matter submitted to a vote of the Members pursuant to this Agreement or the Act. No Assignee shall be entitled to Voting Rights unless admitted as a Substitute Member pursuant to the terms of this Agreement. At every Members' meeting, any vote shall be by the Members based on and in proportion to the Percentage Interests as of the record date. A vote may be cast by a Member either in person or by proxy pursuant to Section 6.12 herein.

b. For the purposes of voting in elections of members of the Management Committee only, the Member designated as "RA LLC" on Exhibit A attached hereto shall

have the right to elect four (4) members of the Management Committee; the Member designated as "L-3 Com IS LP" on Exhibit A attached hereto shall have the right to elect four (4) members of the Management Committee; the Member designated as "PSI" on Exhibit A attached hereto shall have the right to elect one (1) member of the Management Committee; and the Member designated as USH on Exhibit A attached hereto shall have the right to elect one (1) member of the Management Committee.

6.2 Approval of the Members. Unless specified otherwise in this Agreement or required by the Act, the approval of the Members having a majority of fifty-one percent (51%) of the Percentage Interests at a meeting where a quorum is present shall constitute the action of the Members. Assignees shall not be considered Members entitled to vote for the purpose of determining such supermajority.

6.3 Annual Meetings. The annual meeting of the Members shall be held during the second quarter of each year, at the Principal Office of the Company, at such date, time or place as may be designated in the notice thereof as herein provided, or as may be designated by the Members at a previous meeting thereof, or as may be unanimously agreed upon by the Members, which agreement may be indicated by the presence of the Members at such meeting, either in person or by proxy. If the said date be a legal holiday, the annual meeting shall be held on the next succeeding Business Day. The purposes of the annual meeting shall be the election of the Management Committee and the transaction of any other business that may properly come before the meeting.

6.4 Special Meetings. Special meetings of the Members, for any purpose or purposes, shall be held at the Principal Office of the Company, or at such other place, and at such date and time, as may be designated in the notice thereof, or as may be fixed by the Members at a previous meeting thereof, or as may be unanimously agreed upon by the Members, which agreement may be indicated by the presence of Members at such special meeting, either in person or by proxy, and may be called at any time by the Management Committee. The Management Committee may call such a meeting on its own accord, and shall be obligated to call such a meeting whenever so requested in one or more signed, dated and written demands for a meeting (describing the purpose or purposes for which it is to be held) delivered to the Management Committee by the Members holding at least ten percent (10%) of the Percentage Interests. No matter shall be proposed for action or other consideration at such meeting except as stated in the notice thereof delivered to the Members, unless such notice shall have been unanimously waived by the Members entitled to notice that such proposed action or other consideration on such matter is a purpose of such special meeting.

6.5 Notice. Notice meeting the requirements of Section 20.1 of this Agreement and stating the place, date and time of all Members' meetings, annual or special, shall be given not less than five (5) or more than sixty (60) days before the date of the meeting, by or at the direction of the Management Committee, to each Member, unless such notice shall be waived thereby. Notice of a special meeting shall include a description of the purpose or purposes for

which the meeting is called. However, notice of an annual meeting need not include a description of the purpose or purposes for which it is called.

6.6 Record Date. The Management Committee shall determine the record date for identifying the Members and their Percentage Interests entitled to notice of and to vote at an annual or special meeting of the Members. If the Management Committee does not otherwise fix a record date, then the record date is the day before the first notice is delivered to Members; the record date for determining Members entitled to take action without a meeting is the date the first Member signs a consent; and the record date for determining Members entitled to demand a special meeting is the date the first Member signs the demand.

6.7 Adjournment. Any meeting of Members, annual or special, may adjourn to a different date or time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken before the adjournment thereof. At the adjourned meeting the Members may transact any business which might have been transacted at the original meeting. If after the adjournment a new record date is fixed for the reconvened meeting, a notice of the reconvened meeting shall be given to each Member of record as of the new record date. The Management Committee must fix a new record date if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

6.8 Quorum. Unless otherwise provided by this Agreement, a quorum for action on any matter at any Members' meeting shall consist of a majority of the Percentage Interests, whether the Percentage Interests are represented in person or by proxy. Once a Percentage Interest is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that reconvened meeting. If a quorum be not so represented at such a meeting, a majority of those Percentage Interests so represented may adjourn the meeting to a future date, time and place, and thereafter from time to time, as provided herein.



6.9 Action Without Meeting. Any action required or permitted to be taken by the Act or this Agreement at a meeting of the Members may be taken without such a meeting if one or more written consents, describing the action so taken, shall be signed by each of the Members and delivered to the Management Committee for filing with the Company records. Such a consent is to have the same effect as a meeting vote and may be described as such in any document.

6.10 Organization. The Chairman of the Management Committee, or his or her designee, shall call meetings of the Members to order and shall act as Chairman of such meetings, unless otherwise determined by the holders of the majority of all of the Percentage Interests present in person or by proxy. The presiding officer shall appoint another person to act as secretary of that meeting.

6.11 [Reserved]

6.12 Proxies. All appointments by a Member of a proxy to vote or otherwise act for such Member shall be duly appointed in writing, properly signed (either personally or by that Member's attorney-in-fact) and shall be effective when received by the Management Committee or other person authorized by the Management Committee to tabulate votes prior to the commencement of the meeting. A proxy shall be valid for eleven (11) months from the date of its execution unless a longer or shorter period is expressly provided in the proxy appointment form and shall be revocable and not irrevocable. The death or incapacity of the Member granting a proxy does not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity of that Member is received by the Management Committee or other person authorized by the Management Committee to tabulate votes before the proxy exercises his or her authority under the proxy appointment. Subject to the provisions of this Section 6.12, as well as any express limitations on the proxy's authority appearing on the face of the proxy appointment form, the Company is entitled to accept the proxy's vote or other action as that of the Member granting the proxy.

6.13 [Reserved]

6.14 Liability of Members. No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

6.15 Representations and Warranties. Each Member, and in the case of an Organization, the person(s) executing this Agreement on behalf of the Organization, hereby represents and warrants to the Company and each other Member that: (a) if that Member is an Organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to this Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6.16 Conflicts of Interest. Nothing herein shall be construed to prohibit any of the Members or their respective Affiliates from seeking or taking advantage of other opportunities in their respective fields of work, whether or not in competition with one another; provided, however, that no Member nor its Affiliates may compete with the Company with respect to the Program. Each Member recognizes that the other Members have or may have other business interests, activities and investments, some of which may be in conflict or competition with the business of the Company, and that each such other Member is entitled to carry on such other business interests, activities and investments. Neither the Company nor any Member shall have

any right, by virtue of this Agreement, in or to such activities, or the income or profits derived therefrom, and the pursuit of such activities, even if competitive with the business of the Company, shall not be deemed wrongful or improper. Without limiting the generality of the foregoing, subject only to an obligation not to act in bad faith, each Member shall be free to take its own interests into account when determining what position to take in respect to a proposed act or omission of the Company.

6.17 Events of Bankruptcy. A person shall not cease to be a Member of the Company upon the happening of any of the events specified in Section 18-304, or its successor, of the Act.

## ARTICLE 7 MANAGEMENT COMMITTEE

7.1 Duties. The business and affairs of the Company shall be managed and controlled under the direction of the Management Committee. All powers that may be exercised and/or performed by the Company, under the Act, the Certificate and this Agreement shall be exercised by or under the authority of the Management Committee.

7.2 Actions Requiring Management Committee or Member Approval; Day-to-Day Authority of the General Manager.

a. Management Committee or Member Approval Required. All actions outside the ordinary course of business of the Company, to be taken by or on behalf of the Company, shall require the approval of the Management Committee; provided however, that the following actions shall require the approval of the Members:

- (i) Consummation of a merger or share exchange to which the Company is a party;
- (ii) Consummation of a sale or other transfer of all or substantially all assets of the Company;
- (iii) Amendment of the Certificate;
- (iv) Admission to the Company of additional Members; or
- (v) Dissolution of the Company.

b. **General Manager.** The General Manager of the Company shall have the power and authority to take (or authorize other officers, employees or agents of the Company to take) all actions on behalf of the Company (without the need for the consent or approval of any Member or any other person) that are within the ordinary course of

business of the Company unless the Management Committee shall have previously restricted (specifically or generally) such power and authority of the General Manager.

7.3 **Number and Designation Procedure.** The Management Committee shall consist of ten (10) individuals. Each Member shall elect representatives to the Management Committee as provided in Section 6.1, and may designate one or more alternates to serve in lieu of any of the representatives so elected. A new Management Committee representative of a Member (or alternate) may be named by written designation by any executive officer of that Member. Each Member shall be responsible for the Compensation and expenses of its representatives on the Management Committee. The initial Management Committee is designated in Exhibit B.

7.4 **Actions of the Management Committee.** The Members shall be represented at the Management Committee meetings by their respective members (member in lower case letters shall refer in this Article 7 to a Management Committee member as opposed to a Member of the Company) who shall have full authority to act for and bind the respective Members. Each member so designated shall have one vote on the Management Committee. The Management Committee shall elect a Chairman annually, to serve a term beginning on October 1 and ending on the following September 30. Actions and decisions by the Management Committee shall require a majority vote of fifty-one percent (51%) of the members present at the meeting.

7.5 **Regular Meetings.** The Management Committee shall meet not less than once every three months. Meetings of the Management Committee shall be held at the Program site or at such other location as the Members of the Management Committee may decide. Any member of the Management Committee may participate in meetings of the Management Committee by telephone or video conference.

7.6 **Special Meetings.** Any member of the Management Committee may call a special meeting of the Management Committee upon two (2) business day's written notice to the other members. Such notice shall satisfy the requirements of Section 20.1 of this Agreement. By unanimous consent of the members of the Management Committee, special meetings of the Management Committee may be held without notice, at any time and place. Any and all types and items of business may be taken up, considered, acted upon and transacted at a special meeting.

7.7 **Quorum.** A quorum of the Management Committee shall consist of six (6) members, provided that the members present include two (2) members representing L-3 Com IS LP; two (2) members representing RA LLC; one member from PSI; and one (1) member from USH. If at the meeting of the Management Committee there is less than a quorum present, a majority of those present may adjourn the meeting.

7.8 **Minutes of Meetings.** All business transacted at meetings of the Management Committee shall be recorded in a suitable Minute Book to be kept at such place as the Management Committee shall decide and shall be available during business hours for inspection

by the Members. The Management Committee shall designate a Secretary who shall take and keep the minutes of meetings and maintain the records of unanimous written consents, notices and other actions of the Management Committee and its members. The Secretary need not be a member of the Management Committee.

7.9 [Reserved]

7.10 **Action Without a Meeting by Consent.** Unless otherwise provided by law, any action required to be taken or any action which may be taken at a meeting of the Management Committee, may be taken without meeting if one or more consents in writing, setting forth the action so taken, shall be signed by each of the members of the Management Committee entitled to vote with respect to the subject matter thereof and delivered to the Company for filing in the minutes or filing with the corporate records. Such consents shall have the same effect as a meeting vote and may be described as such in any document.

7.11 **Management Committee Member's Standard of Care.** A Management Committee member's duty of care in the discharge of his or her duties to the Company and to the Members shall be limited to refraining from engaging in grossly negligent or reckless

conduct, intentional misconduct, or a knowing violation of law. In discharging his or her duties, a member shall be fully protected in relying in good faith upon the records required to be maintained under Article 4 and upon such information, opinions, reports or statements by any of the Company's officers, Members, other members or agents of any of the preceding, or by any other person, as to matters the member of the Management Committee reasonably believes are within such other person's professional or expert competences and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

## ARTICLE 8 GENERAL MANAGER

8.1 Authority of General Manager. The Management Committee shall designate a project manager who shall work at the Contract site and be assigned the title "General Manager". The General Manager shall be responsible for the day-to-day management of the Company and its performance of the Contract and the Program. The General Manager shall act as the central point of contact with the Customer. The General Manager shall implement the policies of the Management Committee and shall have full authority to act on behalf of the Company in connection with all Contract matters relating to the daily operation of the Contract and the Program. The General Manager shall have the power to expend Company funds in such amounts and for such purposes as contemplated under the then-current budget approved by the Management Committee. The General Manager shall have such other and further duties as contemplated under the Contract, including but not limited to the following:

- a. serving as the primary contact with the onsite ACO and other designated government representatives;
- b. signing contracts and work requests;
- c. negotiating, signing and implementing all necessary subcontracts and lease agreements as required to execute the Program and within the reimbursement guidelines of the Contract;
- d. hiring and firing employees of the Company; and
- e. delegating portions of his responsibilities and authority to employees of the Company, with certain of those employees, as expressly approved by the Management Committee.

8.2 General Manager's Standard of Care. The General Manager's duty of care in the discharge of the General Manger's duties to the Company and the Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging his or her duties, the General Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article 4 and upon such information, opinions, reports or statements by any of the Company's officers, its Members, the Management Committee, or agents of any of the preceding, or by any other person, as to matters the General Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

8.3 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Management Committee shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and the funds therein.

## ARTICLE 9 CONTRIBUTIONS AND CAPITAL ACCOUNTS

9.1 Capital Contributions. All working capital deemed necessary by the Management Committee for operation of the Company shall be furnished by the Members proportionately in accordance with their respective Percentage Interests in the Company, at such times and in such

amounts as designated by the Management Committee upon ten days written notice meeting the requirements of Section 20.1 of this Agreement. Any required capital contribution of a Member for operation of the Company may be funded by such Member from any available loan facilities, other third party financing sources, working capital loans, or other arrangements of such Member. If any Member borrows funds to meet its obligations hereunder, such borrowing shall be the sole and separate obligation of that Member and shall not be the debt or obligation of the Company, or of the other Members. No Member hereto shall have the power to borrow monies in the name of, or pledge the credit of, the other Members subject to this Agreement, or to pledge their joint credit.

9.2 Default for Failure to Pay. Each Member shall be required to provide its proportionate share of working capital funds to the Company within ten business days after written notice by the Management Committee. In the event the funds are not paid within such ten-day period, the Management Committee or the contributing Member shall provide the non-contributing Member with a further written demand for payment. In the event that the non-contributing Member fails to pay its proportionate share of such funds within five business days of the second notice, such failure to pay shall be a material breach of this Agreement. Each Member shall be legally liable

(to the Company and other Members, but not to third parties or Company creditors) to contribute to the Company its share of working capital.

### 9.3 Default Loans.

a. In the event that any Member (a “Defaulting Member”) shall be in material breach as a result of its failure to contribute its share of working capital, any other Member, provided such other Member shall have advanced the full amount of its capital contribution (the “Non-Defaulting Member”), shall have the right and option at any time thereafter, but not the obligation, to lend (any such loan being herein referred to as a “Default Loan”) to the Company all or any portion of the capital contribution required of the Defaulting Member (herein referred to as the “Defaulted Amount”). If more than one Non-Defaulting Member shall desire to make a Default Loan, such Non-Defaulting Members shall loan the Defaulted Amount in such proportions as they shall decide; if they cannot decide, each Non-Defaulting Member’s Default Loan shall be made in the proportion that its Percentage Interest bears to the Percentage Interests of all Non-Defaulting Members desiring to make a Default Loan. Default Loans shall (i) earn interest on the outstanding principal amount thereof at a rate equal to the lessor from time to time of (1) 10% per annum, and (2) the maximum rate then permitted by applicable law as to the Defaulting Member in respect to whom the Default Loan is made, from the date the Default Loan is deemed to have been made until the same is repaid in full, (ii) unless repaid sooner pursuant to any other provision of this agreement, be repaid by the Company on the fifth anniversary of the due date of the Defaulted Amount in respect of which such Default Loan was made, (iii) be reflected on the books of the Company, (iv) be entitled to distribution in the order of priority provided in Article 10 hereof, and (v) as contributed from time to time, have priority vis-à-vis other Default Loans based upon the inverse order of the date of contribution of the same.

b. If the Defaulting Member shall fail to advance the full amount of any capital contribution due from such Member hereunder (whether or not a Default Loan shall have been made), such Defaulting Member shall have no right to take any actions or to vote on any matters as a Member and the Non-Defaulting Members shall have the sole and full right to exercise all of the powers of the Members; provided, however, that the disability of the Defaulting Member shall immediately cease and the other rights of the Defaulting Member shall be reinstated upon (i) if no Default Loan was made, the advance by the Defaulting Member to the Company of its defaulted capital contribution or (ii) if a Default Loan was made, the payment to the Company by the Defaulting Member for payment to the holder of the Default Loan the full outstanding principal amount of the Default Loan and all accrued interest due thereon.

9.4 No Third Party Beneficiaries. No creditor or other third party having dealings with the Company shall have the right to enforce any right or obligation of any Member to make Capital Contributions or pursue any right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by the parties hereto and their respective successors and assigns. None of the rights or obligations of the Members herein set forth to make Capital Contributions to the Company shall be deemed an asset of the Company for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the Company or pledged or encumbered by the Company to secure any debt or other obligation of the Company or of any of the Members.

9.5 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and Assignee, which shall be:

a. Increased by such person’s Capital Contributions, distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 10.2 hereof, and the amount of any Company Liabilities assumed by such person or which are secured by any Company Property distributed to such person.

b. Decreased by the amount of Money and the Gross Asset Value of any Company Property distributed to such person pursuant to any provision of this Agreement, such person’s distributive share of Net Losses and the amount of any liabilities of such person assumed by the Company or which are secured by any Property contributed by such person to the Company.

9.6 Transfer of Interest. In the event of a transfer of Units in the Company in accordance with the terms of this Agreement, the Capital Account of the transferring Member shall become the capital account of the Assignee, to the extent it relates to the Units transferred.

9.7 Compliance with Section 704(b) of the Code. The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Management Committee determines that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, the Management Committee may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company. The Management Committee also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of the Company capital reflected on the Company’s balance sheet, as computed for book purposes in accordance with Regulations section 1.704-1(b)(2)(iv)(g) and (ii) make any appropriate modifications in unanticipated events might otherwise cause this Agreement not to comply with the Regulations.

## ARTICLE 10 ALLOCATIONS AND DISTRIBUTIONS



10.1 Allocations of Net Profits and Net Losses from Operations. After giving effect to the special allocations set forth in paragraph 10.2 herein, Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members and Assignees in proportion to their Percentage Interests.

10.2 Qualified Income Offset. In the event any Member or Assignee, in such capacity, unexpectedly receives an Offsettable Decrease, such person will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

10.3 Distributions. Available Cash shall be distributed by the Management Committee without regard to the profits or losses of the Company; provided, however, that no cash distributions shall be made (i) which will impair the ability of the Company to pay its just debts as they mature, (ii) result in an excess of the Company's liabilities over its assets, (iii) reduce the working capital of the Company to a level that would jeopardize its performance of its on-going obligations, or (iv) violate the requirements of its lenders or bonding companies. The Management Committee shall determine when distributions shall be made to the Members pursuant to the provisions of this Agreement. Available Cash shall be distributed not less frequently than quarterly and not more frequently than monthly by the Management Committee to the Members as follows and in the following order of priority:

a. To the Members holding the same, the outstanding principal amount of any Default Loans advanced by Non-Defaulting Members, plus accrued and unpaid interest thereon (any such distributions to be applied first to all accrued but unpaid interest and then to outstanding principal); provided, however, that Default Loans, as advanced from

time to time, shall have priority vis-à-vis other Default Loans based upon the inverse order of the dates in respect of which the same were advanced, to-wit: the last such loan made shall be repaid first; and provided further, however that, as to Default Loans advanced on the same date, amounts distributable pursuant to this clause are to be distributed to the Members holding the same pro rata in accordance with the principal amounts thereof which have not then been repaid; and

b. To the Members, the balance, pro rata in accordance with their respective Percentage Interests.

10.4 Capital Transactions. The proceeds of any Capital Transaction, after payment and reserve for all costs and expenses incurred by the Company in connection therewith, shall be applied as follows:

a. To the Members holding the same, the outstanding principal amount of any Default Loans advanced by Non-Defaulting Members, plus accrued and unpaid interest thereon (any such distributions to be applied first to all accrued but unpaid interest and then to outstanding principal); provided, however, that Default Loans, as advanced from time to time, shall have priority vis-à-vis other Default Loans based upon the inverse order of the dates in respect of which the same were advanced, to-wit: the last such loan made shall be repaid first; and provided further, however, that, as to Default Loans advanced on the same date, amounts distributable pursuant to this clause are to be distributed to the Members holding the same pro rata in accordance with the principal amounts thereof which have not then been repaid;

b. To the Members, to the extent of and in proportion to their Unrepaid Capital; and

c. To the Members, the balance, pro rata in accordance with their respective Percentage Interests.

## ARTICLE 11 TAXES

11.1 Elections. The Management Committee may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

11.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction require, each Member (or such Members as may be required by the Taxing

Jurisdiction) will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, plus any interest or penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 10.

11.3 Tax Matters Member. RA LLC shall be the tax matters partner of the Company pursuant to section 6231(a)(7) of the Code.

a. The tax matters partner shall take such action as may be necessary to cause each Member to become a notice partner within the meaning of section 6223 of the Code. The tax matters partner shall inform each other Member of all significant matters that may come to its attention in its capacity as tax matters partner by giving notice thereof within ten (10) Business Days after becoming aware thereof and, within such time, shall forward to each other Member copies of all significant written communications it may receive in such capacity. The tax matters partner may not take any action contemplated by sections 6222 through 6232 of the Code without the consent

of the Members. This provision is not intended to authorize the tax matters partner to take any action left to the determination of an individual Member under Sections 6222 through 6232 of the Code. Expenses of administrative and judicial proceedings relating to the determination of Company items at the Company level undertaken by the tax matters partner shall be Company expenses.

b. The tax matters partner shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the tax matters partner all pertinent information in its possession relating to Company operations that is necessary to enable such income tax returns to be prepared and filed.

c. The following elections shall be made on the appropriate returns of the Company:

i. to adopt the calendar year as the Company's fiscal year;

ii. to adopt the accrual method of accounting;

iii. if there shall be a distribution of Company Property as described in Section 734 of the Code or if there shall be a transfer of a Company Interest as described in Section 743 of the Code, upon

written request of any Member, to elect pursuant to section 754 of the Code, to adjust the basis of Company Properties;

iv. to amortize the organizational expenses of the Company ratably over a period of sixty (60) months as permitted by Section 709(b) of the Code;

v. any other election the tax matters member may deem appropriate and in the best interest of the Partners.

No election shall be made by the Company or any Member to be excluded from the application of the provisions of subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state laws.

11.4 Tax Advances. At least ten days before each date prescribed by the Code for a calendar year corporation to pay quarterly installments of estimated tax, the Company shall distribute to each Member cash equal to 40% of the estimated partnership taxable income for that period. Any distributions for tax advances under this section shall be treated as reductions in the Member's capital balance, net of accrued partnership income. Rights to tax advance distributions shall rank senior to any rights to distributions in any other sections of this Agreement.

## ARTICLE 12 DISPOSITION OF MEMBERSHIP INTERESTS

12.1 Disposition. No Member or Assignee may Dispose of all or a portion of the Member's or Assignee's Units without the written consent of all other Members and except upon compliance with this Section 12.1. No Unit shall be Disposed of:

a. if such Disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the code;

b. unless and until the Management Committee receives from the Assignee the information and agreements that the Management Committee may reasonably require, including, but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction;

c. unless and until the Management Committee receives either (i) satisfactory evidence that such Units are to be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (ii) the transferor Member or Assignee provides an opinion of counsel, which opinion and counsel shall be satisfactory to the Company, to the effect that such Disposition is exempt from all

applicable registration requirements and that such Disposition will not violate any applicable laws regulating the Disposition of securities; and

d. unless and until the Management Committee receives documentation of the assignment wherein the Assignee agrees to be subject to and bound by all of the terms of this Agreement.

12.2 Dispositions not in Compliance with this Article Void. Any attempted Disposition of Units, or any part thereof, not in compliance with Section 12.1 shall be, and is declared to be, null and void.

12.3 Compliance with 41 U.S.C. 15(a). It is not the intent of the LLC members to circumvent the statutory prohibition on the transfer of contracts to another party under 41 U.S.C. 15(a), or to limit the Government's rights. Disposition of Membership Interests does not constitute an assignment of the LLC's prime contract with the Government.

## ARTICLE 13 ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

13.1 Rights of Assignees. The Assignee of a Unit has no Voting Rights nor any right to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Unit.

13.2 Admission of Substitute Members. An Assignee of a Unit shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Unit only with the approval, which may be withheld in their sole and absolute discretion, of Members holding fifty-one percent (51%) of the Percentage Interests. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member who initially assigned the Unit. The admission of a Substitute Member, without more, shall not release the Member initially assigning the Unit from any liability to the Company that may have existed prior to the approval.

13.3 Admission of Additional Members. Upon unanimous approval of the Members and a determination by the Management Committee of the Capital Contribution required, Additional Members may be admitted to the Company. Each Additional Member shall execute an Admission Agreement.

13.4 Compliance with 41 U.S.C. 15(a). It is not the intent of the LLC members to circumvent the statutory prohibition on the transfer of contracts to another party under 41 U.S.C. 15(a) or to limit the Government's rights thereof. Substitution of members does not constitute an assignment of the LLC's contract with the Government. The agreement does provide for

assignment under the Assignment of Claims Act, reference FAR 52.232-23 and 41 U.S.C. 15(b), as contained in 1.50 of the Government's Request For Proposal.

#### ARTICLE 14 DISSOLUTION AND WINDING UP

14.1 Dissolution. The Company shall be dissolved, and its affairs wound up, upon the first to occur of the following events:

- a. the approval of the Members; or
- b. the entry of a decree of judicial dissolution under Section 18-802 of the Act.

The Company shall not be dissolved by the death, bankruptcy, withdrawal, expulsion or dissolution of a Member or by the occurrence of any other event of bankruptcy under the Act with respect to a Member in the Company, and the remaining Members, by executing this Agreement, hereby agrees to continue the business of the Company without dissolution after the occurrence of such an event.

14.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business; the Company is not thereby terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of cancellation has been issued by the Secretary of State.

14.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

- a. to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;
- b. to Members and Assignees in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Management Committee.

14.4 Winding Up and Certificate of Cancellation. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the Completion of winding up of the Company, a certificate of cancellation shall be delivered

promptly to the Secretary of State for filing. The certificate of cancellation shall set forth the information required by the Act.

#### ARTICLE 15 AMENDMENT

15.1 Agreement May Be Modified. This Agreement may be modified as provided in this Article (as the same may from time to time be amended). No Member or Management Committee member shall have any vested rights in this Agreement which may not be modified through an amendment to this Agreement.

15.2 Amendment or Modification of Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by all Members.

## ARTICLE 16 LIABILITIES OF MEMBERS, MANAGEMENT COMMITTEE AND GENERAL MANAGER; INDEMNIFICATION

### 16.1 Exculpation.

a. No Member, Management Committee member or the General Manager (each, a “Covered Person”), shall be liable to the Company or a Member for any loss, liability, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company. Whenever in this Agreement a Covered Person is permitted or required to make decisions in good faith, the Covered Person shall act under such standard and shall not be subject to any other or different standard imposed by this Agreement or any relevant provisions of laws or in equity or otherwise.

b. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions reports or statements presented to the Company by any person or entity as to matters the Covered Person reasonably believes are within such person’s or entity’s professional or expert competence.

16.2 Fiduciary. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to another Covered Person or to an other person that is a party to or is otherwise bound by this Agreement, a Covered Person acting under this Agreement shall not be liable to the Company or to such other person for such Covered Person’s good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a

Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

16.3 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any costs and expenses (including attorneys’ fees and disbursements), loss, liability, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company.

16.4 Expenses. To the fullest extent permitted by applicable law, expenses (including attorneys’ fees and disbursements) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, subject to recapture by the Company following a later determination that such Covered Person was not entitled to be indemnified hereunder.

## ARTICLE 17 INTELLECTUAL PROPERTY

### 17.1 Rights to Intellectual Property:

a. For purposes of this Agreement, the term “Intellectual Property” shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and proprietary information of either party. It is mutually understood and agreed that no Member shall acquire, directly or by implication, any rights in any Intellectual Property of any of the other Members owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement, including but not limited to, inventions described and claimed in applications for U.S. or foreign Letters Patent filed prior to the date of this Agreement, except as expressly provided herein or in any resulting subcontract among the Members.

b. Each Member, insofar as it is free to do so without obligation to others, hereby authorizes the Company and other Members to use its Intellectual Property solely as necessary for the performance of the Company under the Contract and of each Member under this Agreement.

c. Subject to any rights of the Customer, each Member shall retain title to any Intellectual Property if developed, authored, conceived or reduced to practice independently and solely by that Member during the performance of this Agreement without the other Members’ Intellectual Property, without the participation of Company’s agents, employees, and contractors, and without the expenditure of Company funds. In such event, no license, express or implied, shall inure to the benefit of the other Members to prepare or distribute copies and to prepare derivative works of such copyrighted works or to make, have made, use, sell, offer to sell, have sold and export/import products or processes incorporating such Intellectual Property.

d. In the event Intellectual Property is developed by one Member during the performance of this Agreement without the participation of the Company’s agents, employees, and contractors and without the expenditure of Company funds, which necessarily derives from and incorporates Intellectual Property disclosed by another Member (the “Contributing Member”), such developed Intellectual Property shall be and remain the property of the developing Member; provided, however, that the developing party shall and does hereby grant to the Contributing Member a nonexclusive, worldwide, royalty-free, irrevocable right and license to make and distribute copies and prepare derivative works of such Intellectual Property, and to make, have made, use, sell, offer to sell and have sold for any purpose such inventions, products or processes incorporating such developed Intellectual Property.

e. In the event Intellectual Property is developed by the Company or jointly by Members during the performance of this Agreement, including Intellectual Property with the participation of Company agents, employees and contractors and/or Company funds,

such Intellectual Property shall be owned jointly by such Members unless one of such Members elects not to participate in such joint ownership. None of such Members shall take action with respect to such jointly developed Intellectual Property which will adversely affect the rights of any other of such Members without the prior written consent thereof. As to all such jointly owned Intellectual Property, each of the owning Members shall be free to use, practice and license non-exclusively such jointly owned Intellectual Property, without in any way accounting to the other owning Members, except that each owning Member agrees to use reasonable efforts to maintain such jointly owned Intellectual Property as confidential and proprietary in the same manner it treats its own Intellectual Property of a similar character. Procedures for seeking and maintaining protection such as patents or copyrights for jointly owned Intellectual Property shall be mutually agreed upon in good faith by the owning Members. Any owning Member which does not bear its proportionate share of expenses in securing and maintaining patent protection on jointly owned Intellectual Property in any particular country or countries shall surrender its joint ownership under any resulting patents in such country or countries.

## ARTICLE 18 PROHIBITED TRANSACTIONS

18.1 Prohibited Transitions. During the time of the organization or continuance of the Company, none of the Members hereof shall (except to the extent otherwise provided herein) do any of the following:

- a. Use the name of the Company (or any substantially similar name) or any trademark or trade name adopted by the company, except in the ordinary course of the Company's business;
- b. Disclose to any non-Member any of the Company business practices, trade secrets, or any other information not generally known to the business community;
- c. Do any other act or deed with the intention of harming the business operations of the Company;
- d. Possess Company Property or assign the right of the Company or its Members in specific Company Property for other than a Company purpose;
- e. Employ or make an offer of employment to any of the personnel of the Company without the express written consent of the other Member, which prohibition shall continue in effect for ninety (90) days after the end of the term defined in Section 1.4; and
- f. No Member shall have a right and each Member hereby agrees not to withdraw from the Company, nor shall the Members dissolve, terminate, or liquidate the Company, or petition a court for the dissolution, termination or liquidation of the Company, except as provided in this Agreement.

## ARTICLE 19 MEDIATION AND ARBITRATION

19.1 Mediation. Prior to institution of the arbitration procedures hereafter provided for, the Members shall endeavor to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date which is 30 days prior to the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

19.2 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, which cannot first be settled amicably and satisfactorily between

or among the parties, either directly or through mediation as herein provided, shall be settled in a place mutually agreed to by the parties by arbitration in the English language in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. The panel of arbitrators shall consist of a single arbitrator selected in accordance with the aforementioned rules. The award of the arbitrator shall be final. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as otherwise provided herein, this Agreement is governed by the provisions of the Federal Lay Arbitration Act. The arbitrator's award may include compensatory damages against any party. Under no circumstances will the arbitrator be authorized to, nor shall he or she award consequential or punitive damages or multiple damages against a party. The arbitrator shall have the authority but not the obligation to award the costs of arbitration and reasonable attorney's fees to the prevailing party as hereafter provided; however, if the arbitrator does not award such costs and fees, each party will be responsible for its costs incurred in arbitration except that the costs and fees imposed by the arbitrator for his or her expenses and the fees of the American Arbitration Association shall be borne equally by the parties.

Notwithstanding the above, a party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of proprietary information.

Notwithstanding the above, the parties' failure in good faith to reach mutual agreement on the terms and conditions of the Contract shall not be considered a controversy or claim subject to arbitration under this Article, nor shall it otherwise constitute a legally justiciable issue.



## ARTICLE 20 MISCELLANEOUS PROVISIONS

### 20.1 Form of Notice.

- a. Notice under this Agreement shall be in writing unless oral notice is reasonable under the circumstances. Notice by Electronic Transmission is written notice.
- b. Notice may be communicated in person; by mail or other method of delivery; or telephone, voice mail or other electronic means.
- c. Written notice to a Member, if in a comprehensible form, is effective (i) upon deposit in the United States mail, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members or (ii) when electronically transmitted to the Member in a manner authorized by the Member.
- d. Written notice to the Company may be addressed to its registered agent at its registered office or to the President at the Company's principal office described in Section 1.6 herein.
- e. Except as provided in subsection (c), written notice, if in a comprehensible form, is effective at the earliest of the following:
  - (i) When received;
  - (ii) Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;
  - (iii) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.
- f. Oral notice is effective when communicated if communicated in a comprehensive manner.
- g. Whenever any notice is required to be given under this Agreement or the Act, a person entitled to notice may waive any such notice. A waiver must be in writing, signed by the person entitled to such notice (whether before or after the date and time stated in the notice), and delivered to the Company for inclusion in the minutes or filing with the Company records. A person's attendance at or participation in a meeting, as the case may be, waives such person's objection (a) to lack of any required notice or a defective notice of the meeting, unless such person, at the beginning of the meeting or promptly upon his arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for action taken at the meeting, and (b) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice (if the purposes are required to be described in the notice), unless such person objects to consideration of the matter when it is presented and does not thereafter vote for action taken with respect to the matter.

20.2 Entire Agreement. This Agreement represents the entire agreement among all the Members and, except to the extent a revision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule.

20.3 Rights of Creditors and Third Parties under Agreement. This Agreement is entered into for the exclusive benefit of the Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement, Admission Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

20.4 Headings. Paragraph and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

20.5 Incorporation by Reference. Every exhibit, schedule or other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

20.6 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

20.7 Applicable Law. This Agreement shall be governed by the laws of the State of Delaware, including its statutes of limitations. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the least degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

20.8 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

20.9 No State-Law Company. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership), and that no Member be a Member of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

IN WITNESS WHEREOF, we, the Members of the Joint Venture, have executed this Agreement effective as of the Effective Date.

L-3 COMMUNICATIONS INTEGRATED  
SYSTEMS, LP

By: /s/ Robert W. Drewes  
Robert W. Drewes, President

PARAGON SYSTEMS, INC.

By: /s/ Charles Keathley  
Charles Keathley, President

RAYTHEON AEROSPACE, LLC

By: /s/ Daniel A. Grafton  
Daniel A. Grafton, President

U.S. HELICOPTER INCORPORATED

By: /s/ David R. Thaxton  
David R. Thaxton, President / CEO

EXHIBIT A

Member	Initial Contribution and Value	Capital and Units	Percentage Interests	
L-3 Communications Integrated Systems, LP 10001 Jack Finney Boulevard Greenville, Texas 75402 (L-3 Com IS LP)	\$4,000.00	40.0	40.00	%
Paragon Systems, Inc. 3317 Triana Boulevard, S.W. Huntsville, Alabama 35805 (PSI)	\$1,000.00	10.0	10.00	%
Raytheon Aerospace, LLC 555 Industrial Drive South Madison, Mississippi 39110 (RA LLC)	\$4,000.00	40.0	40.00	%
U.S. Helicopter Incorporated 668 Parker Drive Ozark, Alabama 36360 (USH)	\$1,000.00	10.0	10.00	%

Total:	\$10,000.00	100.00	100.00	%
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## EXHIBIT B

### Initial Management Committee

Jay Ward  
 Dave Robinson  
 Jim Van Dusen  
 Steve Sinquefield  
 Willy Wilson  
 Harold Bright  
 Ed Gloviak  
 Walt Yates  
 Bill Powell  
 David Merriam

WEBSITE Reference [http://contracts.onecle.com/tri-s/army-fleet.jv.2003.06.02.shtml#ex10-41\\_Article1](http://contracts.onecle.com/tri-s/army-fleet.jv.2003.06.02.shtml#ex10-41_Article1)

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made at Bangalore on this 1<sup>st</sup> day of August , 2000 by and between:

1. Wipro Limited, a company incorporated under the laws of India, having its registered office at Doddakannelli, Sarjapur Road, Bangalore - 560 035 (hereinafter referred to as "Wipro" which expression shall wherever the context otherwise requires includes its nominees, legal representatives and successors);
2. The Parties listed in Schedule 1 to this Agreement (hereinafter individually referred to by the Abbreviation in the said Schedule and collectively referred to as "New Promoters" which expression shall, unless the context otherwise requires include their respective nominees, legal representatives and successors.

Whereas:

1. Peripherals System Division ("PSD") is the computer peripheral business of Wipro. It is currently engaged in design, development, manufacture, marketing, sales, distribution and support of computer peripherals. Its business office is located at 2nd floor, Basappa Complex, Lavelle Road and manufacturing facility located at 312, Hebbal Industrial Area, Mysore. It has regional / branch / sales / support offices /warehouses, at various locations in the country and operates from independent locations or from locations shared with other offices of Wipro. Some business associates also refer to PSD as Wipro Peripherals.
2. The New Promoters are in the process of setting up a company with the name of Wipro e Peripherals Limited ("NewCo").
3. After the incorporation of NewCo and with effect from the effective date, Wipro has decided to transfer PSD to NewCo.
4. The Parties hereto are keen to set out their business and commercial understanding / relationship that would form the basis for the finalization of definitive agreement(s), which would set out the contractual rights and obligations of the Parties.
5. The Parties agree that they shall proceed forthwith with the implementation of the provisions of this MOU.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

#### 1. Incorporation of New Co and its Financing

1.1 New Co is being incorporated with a total authorized capital of Rupees 100 Million with the main objects to design, develop, manufacture, market, trade, maintain and export computer peripherals. The authorized capital will subsequently be increased to Rupees 150 Million in accordance with the provisions of the Companies Act, 1956.

1.2 This MOU sets out various rights and obligations on the part of New Co. The New Promoters are entering into this MOU on behalf of NewCo, which is to be incorporated. Consequently, the New Promoters undertake to ensure that New Co accepts the provisions of this MOU in accordance with the provisions of the Specific Relief Act, with respect to pre-incorporation contracts. If New Co fails to accept the provisions of this MOU, the provisions of this MOU shall not take effect and Wipro shall not be obligated to enter into any definitive agreements in relation to the transfer the PSD to New Co.

1.3 New Co shall issue equity share capital (par value of Rs. 10) up to Rs. 140 Million.



1.4 The total issued and paid up equity capital of NewCo will be as follows:

- (a) 39% would be allotted to Wipro in terms of Clause 2.2(a) herein.
- (b) 26% would be allotted to the New Promoters and PSD employees.

Such allotments would exclude the allotment of shares of NewCo consequent to Clause 5.2/ 5.3 of this MOU. (c) Balance 35% would be allotted to employees, business associates and other strategic investors of Wipro. The equity contribution of the New Promoters and employees referred to in (c) above will be fully paid up latest within 30 days from the effective date.

## 2. Transfer of the PSD by Wipro to NewCo

2.1 Wipro will transfer its PSD as a going concern to NewCo for a consideration as set out in Clause 2.2 hereto with effect from September 1, 2000 (effective date). Subject to the terms of this MOU, the transfer would inter alia include the transfer of the following:

- a. All the assets and liabilities as reflected in the books of the PSD.
- b. All the plant, machinery, equipment, furniture and fixtures situated at the PSD factory at Mysore
- c. The land leased to Wipro from KIADB at Mysore on which the factory is situated subject to NewCo paying all the charges for the said transfer as also the consideration payable to KIADB for the transfer of the land upon execution of the sale deed by and between KIADB and either Wipro or NewCo. Provided however, that if the said land needs to be transferred to Wipro first and then to NewCo, NewCo will pay the charges only for the transfer between Wipro and NewCo.
- d. All the employees of the PSD mutually identified by Wipro and the New Promoters.
- e. The dealer and franchisee channel contracts associated with, and selling, PSD products.
- f. All agreements, if any, with PSD's principals and collaborators including Epson, HP, Printonix and IBM (in accordance with the terms and conditions in such agreements)
- g. All assets lying at all locations from which PSD currently operate.
- h. Intellectual property subject to Clause 7 of this MOU.

2.2 The consideration for the transfer of the PSD would be as follows:

- (a) By allotment to Wipro equity shares of NewCo which post issue (not including issue of shares under clause 5.2 and 5.3) would constitute 39% of the total paid up equity capital of Rupees 140 Million.
- (b) Issue and allotment to Wipro 12.5% 5 year redeemable secured debentures worth Rupees 100 million which will be redeemed in 10 quarterly installments with a moratorium of 10 quarters from the effective date. Interest will be payable quarterly rear-ended basis.
- (c) Balance Rupees 85.4 Million by way of cheque.

The consideration set out in b and c above, will stand adjusted to the actual size of net capital employed as of August 31, 2000 as compared to May 31, 2000, based on the balance sheet as of the effective date.

2.3 The allotment of equity shares and debentures and the payment of the monies as per Clause 2.2 above shall be made as of the effective date.

2.4 Each party will bear its own costs for giving effect to this MOU and consequent definitive agreements. It is clarified that NewCo will bear the cost of stamp duty with respect to the transfer of PSD, wherever applicable.

## 3. Shareholder Issues

3.1 Wipro shall not be entitled to sell 15% of the total equity of 39 % of NewCo for a period of three years from the effective date except to the New Promoters as set out in Clause 3.2 below. After the period of three years, Wipro shall be free, subject to Clause 3.3 hereto, to sell this 15% stake to any third person and in accordance with such terms and conditions as it deems fit.

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3.2 During the period of three years that Wipro is prohibited from selling 15% of the total equity of NewCo (referred to in Clause 3.1 above), the New Promoters will have a right to buy from Wipro and Wipro is obligated to sell the said 15 % of total equity of NewCo at a price determined as follows:

(a) Price if right exercised prior to IPO:

(i) If the New Promoters have not made a sale in accordance with Clause 3.11, the price shall be Rs. 54 per share. If the shares are bought earlier than the third year from the effective date, the price shall be discounted by 12% per annum.

(ii) If the New Promoters have made a sale in accordance with Clause 3.11, the price shall be the higher of the price determined in accordance with (i) above or 75% of the price per share the New Promoters received for the sale under Clause 3.11.

(b) Price if right exercised after IPO:

The price shall be at the higher of the price determined in accordance with Clause 3.2(a)(i) above or 75% of the market value whichever is higher. Market value is to be calculated on the basis of the average closing price on the BSE / NSE (if listed in India) or any overseas exchange (if listed abroad), whichever is higher, for the trading sessions of the preceding 6 weeks.

3.3. Wipro will be free (a) at all times to sell 24% of the total equity in NewCo to any third person; and (b) after a period of three years from the effective date (in accordance with Clause 3.1 hereto) to sell 15% of the total equity in NewCo to any third person.

Provided the New Promoters are made an offer for such shares (the offer including the terms and conditions thereof). In the event the New Promoters decide to reject such offer, Wipro shall be entitled to offer such shares to any third party at a price that is not lower than the price referred to in Wipro's offer to the New Promoters and on such terms and conditions that are no more favourable than those set forth in the said offer.

3.4. New Co can initially issue the capital to any of the persons mentioned in Clause 1.4(c) above on mutually agreed basis and shall not be at face value. Issue of capital to New Promoters in accordance with Clause 1.4(b) will be at face value. Shares issued at the face value but linked to Preference shares will be considered as shares issued at a premium.

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3.5. Any issue of capital subsequently (i.e. after the initial issue set out in Clause 1.4 and 3.4 hereto) to any investor / strategic partner will be as per the mutual agreement of the Parties and in accordance with the terms and conditions contained herein. For 24 months from the effective date, Wipro will not place any unreasonable terms for such issue particularly if

the valuation of such issue (including Initial Public Issue (IPO)) is higher by on 30% per annum than the initial issue referred to above. After the period of 24 months, Wipro shall be entitled to withhold consent at its own discretion.

- 3.6. NewCo will have five directors. If Wipro holds more than 20% of NewCo's equity, it will have a right to nominate two directors, one of whom shall be a permanent director of the Company. If Wipro holds more than 5% and less than 20% of NewCo's equity, it will have the right to nominate one director who shall be a permanent director. If Wipro holds less than 5% of the NewCo's equity, it shall not have the right to nominate any director. The new promoters will have a right to nominate the remaining directors, one of whom will be a permanent director of the company. The directors shall be appointed by NewCo in general meeting.
- 3.7. NewCo, at its option, can increase the number of directors to seven. Any increase in the number of directors beyond seven will need the prior written consent of Wipro.
- 3.8. Wipro will co-operate with the New Promoters in relation to issues of management and shall work together with the New Promoters to ensure that they vote together on all matters that are referred to the Board.
- 3.9. The following super-majority items shall require a positive affirmative vote of the permanent director nominated by Wipro (at the Board level) and the positive affirmative vote of Wipro at any shareholder meeting where such item is considered:

- (a) Sale by the New Promoters of any or all of their shares in NewCo to any third party except shares they acquired post "initial issue at face value" by way of ESOPs or otherwise.

Provided that item (a) herein shall require a positive affirmative vote of Wipro as referred to above for a period of [three] years from the effective date.

- (b) NewCo undertaking or proposing to undertake any "new business activity" without the express written consent of Wipro. Provided that Wipro will not unreasonably withhold consent unless in good faith it is of the view that the "new business activity" conflicts with, or is in competition with, its own business activities as of such date.

Provided that item (b) herein shall require a positive affirmative vote of Wipro as referred to above for a period of three years only from the effective date.

For purposes of Clauses (b), the following may be noted:

- . It is clarified that "new business activity" will not refer to the business activity with respect to computer/ internet peripherals and software / firmware / services in relation to such peripheral products. Provided that in case of software services, it shall not exceed 5% of the total turnover of NewCo, beyond which it will be considered as new business activity.
- . Peripherals above refers to all devices / equipments capable of connecting to / with computers and networks including telecom / datacom networks.
- . Business activity, above, includes design, development, manufacture, marketing, sales, distribution, trading and support



with or without the help of web/internet.)

3.10 Wipro will not enter into the business of manufacturing of dot matrix printers for a period of three years and for this undertaking NewCo will pay Wipro a non-compete fee of Rupees Twenty Five Million per year for a period of three years.

3.11 For the first three years or till the expiry of one year after the IPO whichever is later, the New Promoters will not be entitled to sell their shares obtained by way of the "initial issue" in the Company without Wipro's consent. Thereafter till the end of the fifth year, they will be entitled to sell their stake in NewCo in favour of a third party provided such third party offers to purchase, on a pro-rata basis, the shares held by Wipro in NewCo on the same terms and conditions. Wipro shall be entitled to accept the offer, partially accept the offer or reject such offer. In case Wipro decides to reject the offer, Wipro will purchase the shares of New Promoters at the same terms and conditions (including price) which were offered by the third party. After the end of the fifth year, the New Promoters shall be free to sell their stake in NewCo without any restriction.

#### 4. Relationship between Wipro and NewCo

4.1 In consideration of 4.2 below, NewCo will give Wipro a discount of [not less than] Rupees 10 million per year for three years on the purchases made by Wipro from NewCo. The details of the same will be worked out by and between NewCo and Wipro. This payment is to be made quarterly within 30 days of end of the quarter subject to deduction of taxes (including TDS) if applicable. Wipro will ensure a minimum business as agreed between Wipro and new company.

4.2 Wipro will treat NewCo as a most preferred vendor. Similarly NewCo will treat Wipro as a most preferred customer.

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#### 5 HR / Employee related issues

5.1. The employees of PSD are classified (in Schedule 2 to this MOU) into:

- (a) The employees whom NewCo does not want and Wipro wants will be transferred to Wipro within 3 to 6 months from the effective date. Till the date of transfer they shall be on deputation with NewCo and the total cost for such employees during such period (including deferred benefits) will be to NewCo's account.
- (b) The employees whom NewCo and Wipro want will be given an option to be transferred to Wipro within 24 months of the effective date. Wherever the employee exercises the option to be transferred to Wipro, the exercise price in case of outstanding Wipro stock options would get adjusted to the extent of the upward or downward movement of stock during the period such employee was with NewCo.
- (c) The employees whom NewCo does not want them and in relation to whom Wipro has to take a decision.
- (d) The balance employees who will remain with PSD and will have no option to be transferred to Wipro.
- (e) Wipro and new co will work out a joint action for such difficult employees wanting to go against above understanding. Cost of such

action will be jointly shared

- 5.2 All employees, who have Wipro ESOPs will be given a NewCo ESOPs to compensate them for the expected value appreciation, for which a mechanism will be worked out by NewCo and the concerned employees.
- 5.3 All employees who have WERT shares will be given a proportionate equal value of NewCo shares (not options) to compensate them for the expected value appreciation. A mechanism will be worked out by NewCo and the concerned employees.
- 5.4 NewCo and Wipro will have an agreement of not hiring employees from each other for a period of 3 years without each other's prior written consent.
- 5.5 Subject to the terms of this MOU, all the employees transferred to NewCo from Wipro will be assured continuity of service. Consistent with this requirement, all employee deferred benefits which are funded and/or provided for shall be transferred to NewCo.

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- 5.6 It is agreed that NewCo will not offer additional ESOPs in excess of 10% per annum of the total paid up equity capital of the Company without the prior written consent of Wipro.
- 6.0 IPO / Merger/Acquisitions etc
  - 6.1 NewCo will have the right to go for any IPO on any stock exchange. NewCo will ensure that Wipro's name is not used for any IPO activity and that Wipro will not be treated as a "promoter" for SEBI purposes. In addition, appropriate and adequate disclosure will be made with respect to Wipro's decision to focus on its software business. All documents pertaining to the IPO will be vetted and approved by Wipro to ensure the above.
  - 6.2 New Co can acquire and/or invest in any company provided it is not engaged in any 'new business activity' (as defined in Clause 3.9). This restriction is applicable only for three years from the effective date.
  - 6.3 Notwithstanding clause 6.2, NewCo shall be entitled to make any acquisitions / investments in any company / undertaking subject to the limit of 19% of the investee company or Rs. 40 Million (whichever is higher) without obtaining Wipro's prior written consent. Any acquisition / investment beyond these limits will need the prior written consent of Wipro. Provided however that NewCo will not be entitled to make any acquisition / investment in a new company / undertaking if it has defaulted in any payments to Wipro due under this MOU.
  - 6.4 NewCo can restructure itself in any legal form including demerger and slump sale if all dues to Wipro have been paid. In any such demerger and slump sale Wipro's equity holding (in terms of percentage) in the new legal entity will not be lower than Wipro holding in NewCo.
  - 6.5 NewCo shall be entitled to involve itself in any merger / acquisition subject to following conditions:
    - a. At Wipro's option, all equity / debenture ownership is transferred / bought back before such an event.
    - b. There is adequate protection for management of Wipro branded products marketed by NewCo as stipulated by Wipro
    - c. The basic parameters of this MOU are not affected in any way, without the consent of Wipro.

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## 7. Intellectual Property

- 7.1 Within one year of the effective date or 6 months prior to its IPO, whichever is later, NewCo shall change its name to ensure that Wipro's name is no longer used.
- 7.2 NewCo will have a right to use Wipro brand for its existing products for a period of three years for which it will pay a royalty of Rupees Three Million per year for three years. Use of the Wipro brand in relation to any new product that NewCo will launch will require Wipro's prior written consent. Wipro shall not withhold consent unreasonably for two years from the effective date. Thereafter Wipro shall be free to withhold consent at its own discretion. After three years the right to use Wipro brand can be extended subject to mutual agreement.
- 7.3 NewCo will be required to take all necessary and reasonable steps to ensure that the Wipro brandname is protected and used in a manner that enhances the value of the brand and consistent with such requirements that Wipro may stipulate from time to time.
- 7.4 NewCo will pay Wipro an amount of Rupees Twenty Million per year for three years towards its contribution for the promotion of the Wipro brandname. Wipro shall use its best efforts to provide reasonable publicity to the products of NewCo in its advertisement campaigns.
- 7.5 While Wipro will own all the rights of Wipro brand, Wipro will transfer to NewCo its rights of all sub brands of the PSD including Longlife, Peace of Mind, Proline, Lx, Ex, LQ, Fx etc. to the extent Wipro has rights in them. Continuance of the the rights for Geniuswriters in the peripherals business will be re-discussed at the end of three years and will be mutually agreed.

## 8 Transition

- 8.1 Wipro will continue to manage PF, Gratuity and pension funds for the employees of the transferred to NewCo until alternate arrangements are made by NewCo. NewCo shall put these alternate arrangements in place within a reasonable time. When alternate arrangements are available Wipro will transfer all employee credits to similar fund in NewCo.
- 8.2 New Promoters will take over the management on the effective date and will run it on trusteeship basis until all formalities are completed and approvals are obtained.

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- 8.3 MOU will be subject to legal due diligence by the new Promoters 's legal counsel and Wipro and NewCo obtaining all requisite internal corporate approvals (which shall include a shareholder approval by Wipro). Parties will make good faith efforts to ensure that these approvals are obtained.
- 8.4 Till the effective date, the NewCo will be managed by a board comprising of two nominees from Wipro (Mr. Arun K. Thiagarajan and Mr S. C. Senapaty) and a nominee from New Promoters (Mr R. N. Agarwal). The nominee of the New Promoters will act as the CEO of NewCo.
- 8.5 All existing interdivisional arrangements will continue for 4 months for telephones, data communication, rentals etc. except that these will structured and formalized and paid for by NewCo. However no corporate and /

or group overheads will be payable from the effective date. A list of all receivables and payables to and from Wipro will be made as on effective date and settled within a month by actual payments / receipts between NewCo and Wipro.

- 8.6 Within 4 months NewCo will make their own arrangements for all shared locations for office / warehouse, telephones, communication etc. During this time all assets of NewCo will be identified and transferred. Any asset (except land and building) on the books of PSD and not transferred to the New Co will be compensated on the basis of the book value of such assets.
- 8.7 Any downside / upside not provided / accounted for in the books of PSD at the time of transfer relating to earlier years and identified within a period of 12 months from the effective date, having a financial impact of more than Rupees Five Hundred Thousand on an individual item basis and Rupees 5 Million on an aggregate basis which is not in the knowledge of either party will be to the account of Wipro. Any financial impact irrespective of the amount of such impact identified beyond the period of 12 months will be to the account of NewCo.
- 8.8 The Parties shall draw up a detailed list of contingent liabilities that shall form part of the definitive agreements. Contingent liabilities in this list arising on account of / labour issues will be to the account of NewCo. All other contingent liabilities in this list will be to the account of Wipro.
- 8.9 Subject to, and in accordance with, the approval / consent of the banks, Wipro shall extend its banking facilities to NewCo till such time as NewCo is able to establish its own banking facilities.
- 8.10 Wipro and NewCo will do all acts and provide all help / support to each other to get all the necessary approvals from all authorities for smooth transfer/conduct of business.

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## 9. MOU Related.

- 9.1 The Parties confirm that they will make good faith efforts to conclude definitive agreements relating to implement the provisions of this MOU. On signing of this MOU, the Parties shall immediately proceed to negotiate the terms of the definitive agreements.
- 9.2 From the date of this MOU and for a period of 2 years thereafter, the Parties agree not to disclose to, any person not having the need to know, any proprietary information or other confidential information of the other party (including the conclusion of this MOU and the negotiations and actions contemplated under this MOU) to which such party may gain access to on account of the negotiations and actions contemplated under this MOU. This provision shall not apply to information in the public domain or that, which is to be disclosed by virtue of applicable law and / or for obtaining the necessary approvals to implement the provisions of this MOU.
- 9.3 The Parties confirm that they shall not, without the prior written consent of the other Party, issue any press release or make any public announcement with regard to the provision of this MOU or the transactions and actions contemplated herein, except when required to be disclosed by virtue of applicable law.
- 9.4 The Parties hereto agree that with the exception of the terms and conditions of this MOU there is no intention to create legally binding obligations on either of the parties



9.5 The provisions of this MOU shall terminate on the happening of the following:

- (a) the successful completion of the definitive agreements; or
- (b) by mutual consent of the Parties; or
- (c) the non-completion of the definitive agreement within 30 days (or such extended period that the Parties may agree) of Wipro obtaining shareholder approval for the transfer of the PSD to NewCo.

9.6 The Parties agree that this MOU shall not be amended in any way other than by mutual written agreement with the stated aim to amend this MOU.

9.7 This MOU constitutes the agreement of the Parties in connection with the desired co-operation in respect of the services and shall supersede all previous understandings, communications, negotiations and arrangements either oral or written, between the Parties with respect to the subject matter of this MOU.

9.8 This MOU shall be governed by the laws of India

9.9 Any notice to be served pursuant to this MOU is to be sent by registered post and a confirmatory copy faxed to the other Party at the following contact details:

In the case of Wipro: Company Secretary and Corporate Counsel,  
Wipro Limited,  
Doddakannelli,  
Sarjapur Road,  
Bangalore - 560 035  
Fax: (080 - 844 0051)

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In the case of New Promoters: At the contact details set out in Schedule 1 to this Agreement

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands at Bangalore on the day and year first hereinabove written.

SIGNED AND DELIVERED BY WIPRO )  
THROUGH IT'S AUTHORISED )  
SIGNATORY AND DULY CONSTITUTED )  
ATTORNEY Mr S C Senapaty,  
Corporate Executive VP-Finance  
In the Presence of )  
Mr Satish Menon, Corporate VP-Legal &  
Company Secretary\_\_ )

SIGNED AND DELIVERED BY  
Mr Ram N Agarwal )  
In the Presence of Mr K R Girish )

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Schedule1

LIST OF PROMOTERS

Mr Ram N Agarwal

<http://contracts.onecle.com/wipro/agarwal.mou.2000.06.30.shtml>

We finish by summarizing the advantages of BullionVault - many of which are found nowhere else.

BullionVault deals good delivery gold - the only gold accepted on the world's spot markets. Your gold is not subject to loss of integrity and marketability while you own it.

BullionVault has no minimum or maximum investment.

BullionVault gives you instant access to your money. You can sell gold and redeem cash to your bank account in 24 hours.

When you buy on BullionVault prices are significantly lower than when you buy gold coins and small bars.

When you sell on BullionVault prices are significantly higher than when you sell coins and small bars from private possession.

Only BullionVault offers open price competition, with 90,000 registered users - including you - competing as both buyers and sellers, and publicly quoting their own dealing prices. Competition between so many users greatly narrows your dealing spread. Typical dealing spreads at BullionVault's competitors are \$22.00 an ounce. Typical BullionVault spreads are just \$2.50 an ounce, and \$0.25 is not uncommon.

BullionVault commissions start at 0.8% and reduce rapidly above \$30,000 invested, to just 0.02% for larger amounts. For storage you pay a tiny 0.12% per annum - that's less than one eighth of one percent - which includes insurance.

BullionVault is unique in being open for trading through the night and through the weekend.

Unlike increasing numbers of modern gold investment products BullionVault is not based on a complex trust which you need lawyers to interpret. You own gold. It's that simple.

BullionVault lets you buy and sell directly in three currencies: \$, £ and €. You do not have to buy US dollars to deal. If you want to avoid your own currency you can sell your gold directly for another, without FX conversion expenses, because BullionVault provides ample direct gold liquidity in all three currencies.

Only BullionVault lets you store in three countries. Switzerland (Zurich), UK (London) and USA (New York). Only BullionVault - with its multiple vaults, and instantaneous settlement - allows you to trade out of one jurisdiction and into another in seconds, as you might well choose to do in response to dangerous geo-political events.

Your account is protected by advanced security technologies, but BullionVault recognises that the internet is not 100% watertight, so BullionVault assumes security is capable of being breached and still protects you. You are protected by your Burglar Alarm, and by the restricted return of your money only to you, at your original funding bank account, or its verified replacement.

Only BullionVault daily publishes a full client reconciliation to 3rd party bar lists and client money bank statements. Only BullionVault has a verification report of its daily reconciliation produced by its independent auditor's and published on their own website.

Only BullionVault publishes evidence of its insurance cover.

Only BullionVault has the confidence to give you a free gram of bullion, stored in Switzerland, and allow you to test the system's dealing and custody environment for yourself - entirely at BullionVault's risk.



**BullionVault**

**Statement of account JOHNWANOA - 01 Jan 2010 to 01 Feb 2010**

#### Account valuation in US Dollars

**Note:** Your valuation is based on live rates as at 04 Feb 2010, and may not reflect historical values. For tax purposes we recommend you value your holdings using the London Fix prices published by the [London Bullion Market Association](#).

#### Transactions

	Cash on deposit		
	Euros	Pounds Sterling	US Dollars
00:00 1 Jan 2010 GMT Opening balance	1.00	1.00	31.51
00:00 28 Jan 2010 GMT Promotional funds expired.	-1.00	-1.00	-31.51

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