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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
HAWKER BEECHCRAFT, INC., *et al.*,[1]	)	Case No. 12-11873 (SMB)
Debtors.	)	Jointly Administered

FIFTH SUPPLEMENT TO THE PLAN SUPPLEMENT FOR THE DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Dated: January 30, 2013

[1] The Debtors in the chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Hawker Beechcraft, Inc. (2598); Arkansas Aerospace, Inc. (7496); Beech Aircraft Corporation (0487); Beechcraft Aviation Company (3548); Hawker Beechcraft Acquisition Company, LLC (8770); Hawker Beechcraft Corporation (5770); Hawker Beechcraft Defense Company, LLC (5891); Hawker Beechcraft Finance Corporation (8763); Hawker Beechcraft Global Customer Support Corporation (7338); Hawker Beechcraft Holding, Inc. (6044); Hawker Beechcraft International Delivery Corporation (6640); Hawker Beechcraft International Holding LLC (6757); Hawker Beechcraft International Service Company (9173); Hawker Beechcraft Notes Company (0498); Hawker Beechcraft Quality Support Company (7800);

Overview

In support of confirmation of the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, which was filed with the with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on December 10, 2012 [Docket No. 913] (as amended from time to time, the "Plan"), on January 7, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the *Plan Supplement for the Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1015] (as may be amended, modified, or supplemented, the "Plan Supplement"), on January 11, 2013, the Debtors filed the First Supplement to the Plan Supplement [Docket No. 1042], on January 14, 2013, the Debtors filed the Second Supplement to the Plan Supplement [Docket No. 1054], on January 16, 2013, the Debtors filed the Third Supplement to the Plan Supplement [Docket No. 1076], and on January 22, 2013, the Debtors filed the Fourth Supplement to the Plan Supplement [Docket No. 1139] (collectively the "Supplemental Filings"), each with the Bankruptcy Court. Certain exhibits to be included with the Plan Supplement remained under discussion among parties in interest and were therefore not included in the initial filing or the Supplemental Filings. In addition, the Debtors reserved all rights to supplement the Plan Supplement in accordance with the terms of the Plan.

Capitalized terms used but not defined herein have the meanings set forth in the Plan. The documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

Contents

This fifth supplement to the Plan Supplement contains the following documents, as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

Exhibit A	Members of the New Board
Exhibit G	New Corporate Governance Documents
Exhibit M	New Employment Agreements
Exhibit N	List of Finalized Amended Vendor Agreements

Hawker Beechcraft Regional Offices, Inc. (3889); HBC, LLC (N/A); and Rapid Aircraft Parts Inventory and Distribution Company, LLC (N/A). The location of the Debtors' corporate headquarters and the Debtors' service address is: 10511 East Central, Wichita, Kansas 67206.

Certain documents, or portions thereof, contained in the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a blackline with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect same.

EXHIBIT A

Members of the New Board

Composition of New Board

Pursuant to Article IV.U of the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated December 10, 2012 [Docket No. 913] (the "Plan"),[1] and section 1129(a)(5) of the Bankruptcy Code, this Plan Supplement sets forth the composition of the New Board as of the Effective Date.

Members of New Board

1. **Gene Davis**

Mr. Davis is the Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC. Since founding the firm in 1999, Mr. Davis has managed numerous debtor and creditor side restructuring assignments involving businesses in various industries including Automotive; Consumer Products, Retail & Cataloging; Financial Services; Healthcare & Medical Technology; Industrial Materials; Manufacturing & Distribution; Media & Entertainment; Power, Energy, Oil, Gas & Mining; Publishing; Real Estate; Technology; Telecommunications; and Transportation & Logistics.

Prior to founding PIRINATE Consulting, Mr. Davis served as Chief Operating Officer of Total4Tel Communications, Inc., where he assisted the company in the design and implementation of a strategic business plan, arranged for the funding of new capital expenditures, and advised the controlling shareholder in the sale of control to a private investor at a 72% premium to market. Prior to that, Mr. Davis served as President, Vice Chairman and Director of Emerson Radio Corp., where he was responsible for the post-bankruptcy initial public offering and relisting of the Company on the American Stock Exchange without the aid of an outside financial advisor or placement agent; refinanced and issued new debt; successfully negotiated and completed the refinancing and assumption of control of Sport Supply Group, Inc.; divested one of Emerson's largest, but most unprofitable, product lines; and negotiated, structured and closed the restructuring of over $240 million in defaulted debt, which was accomplished through an expedited non-consensual Chapter 11 reorganization, with no external financial advisor.

Mr. Davis also practiced law as Partner/Shareholder & Head of Corporate & Securities Practice for Holmes, Millard & Duncan, P.C., in Dallas, Texas; as Partner at Arter & Hadden in Dallas, Texas; and as an Associate at Akin, Gump, Strauss, Hauer & Feld in Dallas, Texas, where he specialized in corporate and securities law and was involved in numerous public and private debt and equity securities offerings, asset based financing transactions, debt restructurings, and domestic and international acquisitions. While at Arter and Hadden, the firm was the principal contractor to FDIC, FSLIC, FADA and RTC in the liquidation and/or forced merger of dozens of Banks, Savings and Loans and other financial institutions in Texas and the Southwest during the

[1] Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

banking crisis and collapse of the late 1980s. During this time Mr. Davis held personal responsibility for more than a dozen of these projects and gained experience in governance, regulatory, and funding issues in these types of institutions.

Mr. Davis earned a B.A. in International Politics, a Masters Degree in International Affairs, and a J.D. from Columbia University. He continues to serve Columbia College as a Member of the Board of Visitors.

2. **Gideon Argov**

Mr. Gideon Argov served from 2004 until recently as President and CEO of Entegris Incorporated, a global provider of key technologies for the semiconductor and electronics industries. From 2001 to 2004 he was a managing director for Parthenon Capital, a private equity investment company. From 1991 to 2000 he was Chairman, President and CEO of Kollmorgen, a global technology company providing industrial automation and electro-optical products to commercial and government markets. Mr. Argov serves as a director of J.M. Huber Corporation, a global provider of specialty chemicals and building products. He is the chairman of Energy Points, a provider of analytical software and services and chairman of Servotronix, a provider of drives and controls for factory automation.

Mr. Argov was awarded his MBA from Stanford University in 1983 and received his B.A. magna cum laude in Economics from Harvard University in 1981.

3. **Ralph Heath**

Ralph D. Heath retired in May 2012 as Lockheed Martin's Executive Vice President of the aeronautics business area, which he led for more than seven years. The company has 26,000 employees at nine locations and major sites in Texas, Georgia and California. Lockheed's aeronautics business covers the entire lifecycle of military aircraft from conceptual design through aftermarket support. Product lines include 5th Generation fighters and air mobility, as well as manned and unmanned reconnaissance aircraft. During his tenure, the aeronautics company had unprecedented revenue and profitability growth, achieving more than $14 billion in annual sales.

Mr. Heath joined the company in 1975 as a design engineer at the beginning of the F-16 fighter program. He progressed through a wide variety of positions in engineering, logistics, program management, production operations, business development, and executive management. He successfully led the F-22 program during transition from development into rate production. During his 37-year career, he was a leader in the tremendous growth of international business at Lockheed Martin, starting with the formation of TAI joint venture in Turkey. In the 1990's, Mr. Heath successfully led the business development organization during the build-up of the largest F-16 backlog in the history of the company. He personally conducted business in more than 30 countries in Europe, the Middle East, South Asia, South America and the Pacific Rim.

Mr. Heath led the transition of the company into process-based management and headed the task of combining three heritage companies into the single Lockheed Martin Aeronautics Company that exists today. He has been an agent of change throughout his career.

A U.S. Army veteran, Mr. Heath served nearly four years on active duty as a combat engineer officer and was qualified as an airborne ranger. He has a Bachelor of Science degree in electrical engineering and an MBA from the University of Tennessee at Knoxville, and holds an FAA commercial pilot's license.

Among his civic responsibilities, Mr. Heath is a member of the advisory boards of the University of Tennessee Colleges of Engineering and Business, and the Smithsonian National Air and Space Museum. He is past chairman of North Texas LEAD, a group of Fortune 500 businesses advocating diversity and inclusion in North Texas.

4. **Robert (Bob) Johnson**

Following his retirement from Honeywell in early 2006, Bob Johnson served as CEO of Dubai Aerospace Enterprise (DAE), a global aerospace manufacturing and services corporation. Based in Dubai, DAE established six aerospace subsidiaries including a university with flight training, manufacturing, maintenance, repair and overhaul, aircraft leasing, airport management, and technical services. He retired and returned to Arizona at completion of the start-ups in late 2008.

Mr. Johnson previously served as Chairman of Honeywell Aerospace, the world's largest supplier of aircraft engines, equipment, systems, and services for commercial transport, regional, general aviation, and military aircraft, until his retirement at the beginning of 2006. Prior to that role, he was the President and Chief Executive Officer of Honeywell Aerospace for six years.

Before becoming CEO of Honeywell Aerospace, Mr. Johnson served as President and Chief Executive Officer of AlliedSignal Aerospace, and led the acquisition of Honeywell. Earlier, he was President and Chief Executive Officer of AlliedSignal Electronic & Avionics Systems. He joined AlliedSignal in July 1994 as Vice President and General Manager of Global Repair and Overhaul Operations. In 1996, he was named Vice President and General Manager of Aerospace Services, which included oversight of repair and overhaul, commercial spares and military customer support activities.

Before joining AlliedSignal, Johnson was Vice President and General Manager of Manufacturing and Services for AAR Corporation, an aviation company headquartered in Chicago.

He began his career at GE Aircraft Engines (GEAE) spending time in operations following earlier key financial management positions. In 1983, Johnson was appointed President and Managing Director of the GE Aircraft Engine's high-technology repair business in Singapore. While in Singapore, he also served as the GE's National Executive representing a diverse set of eight GE businesses there. He later served as General Manager of GE's global Field Service Engineering team and GE's global Engine Services business.

In 2005, Johnson served as Chairman of the Aerospace Industries Association and was a long-standing member of the Board of the Aviation Safety Alliance.

Bob is a member of the Board of Directors and Trustees of Arizona State University Foundation; a member of the Conquistadores Del Cielo, the Greater Phoenix Economic Council, Greater Phoenix Leadership, the Partnership for a Drug Free Arizona Board and the Valley of the Sun United Way Foundation Board. He is also a member of four corporate boards: Spirit Airlines, Roper Industries, Ariba (sold to SAP in September 2012) and Chairman of Spirit Aero Systems. In addition, Johnson was Chairman of the Arizona Aerospace Institute Board of Advisors. Bob is also an advisor to Dragon Tech, Pivotal Partners, NFlux, and Singapore Technologies. In 2012, Bob has become the adviser CEO of a new start up company to introduce to businesses a new energy saving smart box; and in early 2012, he published a book "Developing Global Leaders."

5. **David Tolley**

Mr. David Tolley was most recently a Senior Advisor of The Blackstone Group, working with the Private Equity and Advisory groups. Mr. Tolley has 20 years of professional experience. He was with Blackstone's Private Equity Group from 2000 to 2011, and was a Senior Managing Director and a member of the Private Equity Group's investment committee beginning in 2006. He was a Director of Montecito Broadcasting, the Chairman of the Board of Directors of NewSkies Satellites, and a Director of Freedom Communications and Centennial Communications. Mr. Tolley is currently a Director of Cumulus Media, Inc.

Prior to Blackstone, Mr. Tolley held a series of positions of increasing responsibility at Morgan Stanley from 1990 to 1993 and 1995 to 2000. While at Morgan Stanley, he executed and sourced financing and advisory assignments for a broad array of public and private companies, executing over 50 transactions in excess of $28 billion of total value.

Mr. Tolley holds a BA in History and Economics from the University of Michigan (1989) and an MBA from Columbia Business School (1995).

6. **General Donald ("Don") G. Cook**

General Cook retired as a four star general after a 36-year career in the U.S. Air Force. His culminating assignment was as the Commander of the Air Education and Training Command where he was responsible for executing an $8-plus billion annual budget to recruit, train, and educate Air Force personnel and provide for the leadership, welfare, and oversight of 90,000 military and civilian members. During his career, he commanded three operational wings, the 20th Air Force (the nation's intercontinental ballistic missile force), was Vice Commander of AF Space Command, and the Commander of Air Combat Command during the September 11, 2001 attack. General Cook also served as the Air Force Chief of the U.S. Senate Liaison and on the staff of the House Armed Services Committee in the U.S. House of Representatives. During his career he flew over 4,000 hours in various trainer, bomber, and fighter aircraft.

General Cook currently serves as an independent Director on the boards of: Crane Corporation (Compensation), USAA Federal Savings Bank (Audit & Finance), Hawker Beechcraft Aircraft Company (Audit), and U.S. Security Associates (Compensation). He previously served on the Board of Burlington Northern Santa Fe Railroad until it was acquired by Berkshire Hathaway.

General Cook earned his MBA from Southern Illinois University and a BS from Michigan State University. He served as an Air Force Senior Mentor for Executive Education programs conducted at the University of North Carolina and the University of Virginia.

7. **Worth W. Boisture, Jr.**

Bill Boisture has more than 30 years of aviation experience. Prior to his current role with Hawker Beechcraft Corporation, he was the President of Intrepid Aviation, a privately held commercial aircraft lessor, and a senior advisor for aerospace at The Carlyle Group. Mr. Boisture is the former President of NetJets, Gulfstream Aerospace Corporation, and British Aerospace Corporate Jets (a forerunner to Hawker), and the former Chairman and CEO of Butler Aviation.

Mr. Boisture was a fighter pilot in the U.S. Air Force (USAF) and graduated from the USAF Fighter Weapons School and the U.S. Navy Fighter Weapons School ("Topgun" school). He was honorably discharged as a major after 11 years of service.

Mr. Boisture was on the board of directors for the Association of Graduates of the Air Force Academy for eight years and continues as trustee of the Falcon Foundation and as a member of World Presidents' Organization. He earned a bachelor's degree in engineering from the U.S. Air Force Academy and a master's in business administration from the University of New Haven.

Mr. Boisture has a commercial instrument rating and continues to be an active pilot, logging more than 500 hours in the past two years.

EXHIBIT G

New Corporate Governance Documents

CERTIFICATE OF FORMATION

OF

[BEECHCRAFT], LLC

This Certificate of Formation of [BEECHCRAFT], LLC, dated February [l], 2013, is being duly executed and filed by [l], as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.)

FIRST. The name of the limited liability company formed hereby is [BEECHCRAFT], LLC.

SECOND. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

_____
Authorized Person

OPERATING AGREEMENT

OF

[BEECHCRAFT], LLC,

A Delaware Limited Liability Company

Dated as of [DATE], 2013

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OPERATING AGREEMENT
FOR [BEECHCRAFT], LLC,
A DELAWARE LIMITED LIABILITY COMPANY

This Operating Agreement (this "**Agreement**") is made and entered into as of [DATE], 2013 (the "**Effective Date**") by the members of [BEECHCRAFT], LLC, a Delaware limited liability company (the "**Company**"). Capitalized terms used, but not otherwise defined, herein have the meanings set forth in **Exhibit A** attached hereto and made a part hereof.

RECITALS

A. The Company was formed under the Act pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on [DATE], 2013, and pursuant to that certain Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated December 10, 2012, filed by the predecessor in interest to the Company and certain other affiliated debtors with the United States Bankruptcy Court for the Southern District of New York (the "**Reorganization Plan**") and confirmed by that certain [ORDER] of such court dated [DATE] (the "**Confirmation Order**").

B. In accordance with the Delaware Limited Liability Company Act, this Agreement is intended to set forth the respective rights, powers and interests of the Members with respect to the Company and their respective Units therein and to provide for the management of the business and operations of the Company.

C. The Reorganization Plan and Confirmation Order together provide that this Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each Member as of the Effective Date shall be deemed to be bound hereby, in each case without the need for execution by any party hereto other than the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Formation of Limited Liability Company; Authorized Person.

(a) The Company has been organized as a Delaware limited liability company under and pursuant to the Act by filing the Certificate with the Secretary of State of the State of Delaware as required by the Act. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

(b) The Members acknowledge and agree that [NAME] was and is an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate with

the Secretary of State of the State of Delaware. As of the Effective Date, [her] powers as an "authorized person" ceased, and the Company's Chief Executive Officer, Chief Financial Officer and General Counsel thereupon became designated "authorized persons" and shall continue as designated "authorized persons" (reserving the right of the Board, pursuant to the terms hereof, to designate other "authorized persons") within the meaning of the Act unless and until the Board terminates any such person's status as an "authorized person"; provided that notwithstanding the foregoing such "authorized persons" shall have only such authority as given to him or her by the Board. The Board shall have the power to authorize its duly appointed designee to execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

Section 1.2 Name. The name of the Company is [Beechcraft], LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name the Board deems appropriate or advisable. The authorized officers of the Company shall have authority to file any fictitious name certificates and similar filings, and any amendments thereto, that they consider appropriate or advisable to effect the same.

Section 1.3 Principal Place of Business. The principal office of the Company shall be at 10511 E. Central, Wichita, Kansas 67206, or at such place as the Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there for inspection as required by the Act. The Company may have such other offices as the Directors or authorized officers may designate from time to time.

Section 1.4 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 1209 Orange Street, Wilmington, Delaware 19801, and the name of its initial registered agent at such address shall be The Corporation Trust Company. The registered office and registered agent may be changed by the Company from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Delaware Secretary of State pursuant to the Act.

Section 1.5 Term. The term of the Company shall continue in perpetuity, unless earlier terminated as provided by this Agreement or the Act.

Section 1.6 Principal Business Purpose; Powers.

(a) The principal business purposes for which the Company has been organized are (i) the ownership of the equity interests of its Subsidiaries; and (ii) such other activities related or incidental to and in furtherance of the foregoing purposes set forth in clause (i), as permitted in accordance with the terms of this Agreement.

(b) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in **Section 1.6(a)**. Without limiting the foregoing, the Company shall have the general power and authority to transact any or all lawful business for which limited liability companies may be organized under the Act.

(c) The Company is hereby authorized to (i) execute, deliver and perform, and the Company's Chief Executive Officer, Chief Financial Officer and General Counsel, on behalf of the Company, are hereby authorized to execute and deliver the [LIST ANY EFFECTIVE DATE DOCUMENTS TO BE EXECUTED BY CO] and all documents, agreements, certificates, or financing statements contemplated by, or related to, any of the foregoing, all without any further act, vote or approval of any other Person notwithstanding any other provision of this Agreement and (ii) cause [LIST APPLICABLE SUBS] to enter into the [LIST ANY EFFECTIVE DATE DOCUMENTS TO BE EXECUTED BY ANY SUB] and all documents, agreements, certificates, or financing statements contemplated by, or related to, any of the foregoing, all without any further act, vote or approval of any other Person notwithstanding any other provision of this Agreement. The foregoing authorization shall not be deemed a restriction on the powers of the Board.

Section 1.7 Title to Property; Payment of Individual Obligations.

(a) All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its property in the name of the Company and not in the name of any Member.

(b) The Company's property, credit and other assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for the benefit of (or in satisfaction of any obligation of) any individual Member.

Section 1.8 Tax Classification. The Company shall elect to be classified as an association taxable as a corporation for federal and applicable state and local income tax purposes pursuant to section 301.7701-3(c)(1) of the Regulations and any similar provisions of state or local law. The Company's Chief Executive Officer, Chief Financial Officer, General Counsel or any other officer so authorized by the Board is authorized to make such elections on behalf of the Company, including by filing Internal Revenue Service Form 8832 (Entity Classification Election). By accepting Units or Incentive Units of the Company, each of the Members hereby consents to any election made by the Company to be treated as an association taxable as a corporation for federal income tax purposes.

ARTICLE II

MEMBERS, UNITS

Section 2.1 Members; Units; Incentive Units.

(a) The limited liability company interests in the Company shall consist of one class of limited liability company interests, denominated as "Units" (each owner thereof, a "**Member**.") "**Units**" represent limited liability company interests in the Company issued pursuant to the Act, representing any and all benefits to which a holder of such an interest may be entitled to under this Agreement or the Act, together with all obligations of such holder to comply with the terms and provisions of this Agreement and the Act. No fractional Units shall

be issued except as otherwise determined by the Board and, as to the calculation of the Units to be issued to each Member on the Effective Date, pursuant to the Reorganization Plan, any fractional Units shall be deemed to be zero.

(b) Each Unit shall be entitled to one vote on all matters for which the Members are entitled to vote under the terms of this Agreement and the Act and shall have the rights, preferences and privileges set forth herein. The number of Units outstanding as of any given time shall be kept on file with the Company's transfer agent. Subject to the requirements in **Section 3.3**, additional Units, and/or one or more additional classes of limited liability interests, may be authorized and issued upon the approval of the Board, with restrictions and voting and other rights as may be set forth in the provisions authorizing such interests; provided that such additional classes of limited liability interests, or their accompanying rights, shall not adversely affect the rights of any Member set forth in **Section 3.3(b)**, except in accordance with the terms of **Section 3.3(b)**.

(c) The Units and Incentive Units issued to Members shall be subject to certain restrictions on Transfer, drag along rights, tag along rights and repurchase and redemption rights, all as set forth herein. The Units shall have no preemptive or similar rights except as provided herein and, when issued to the Members, will be fully paid and non-assessable by the Company. Any additional classes of limited liability interests created in accordance with the terms of this Agreement may or may not be subject to such restrictions and rights (and may have other restrictions or rights).

(d) From time to time, the Company may issue Units, Derivative Securities or other limited liability interests in accordance with the terms hereof and of the applicable Unit Plan ("**Incentive Units**" and any Unit so issued shall be a "**Unit**" for all purposes hereunder). The terms regarding Derivative Securities, including those concerning vesting and conversion or exercise, and Incentive Units shall be as set forth in the Unit Plan (except that vesting terms and amounts of grants may be set forth in separate agreements between the Company and the recipient of such Derivative Securities). Except as may be set forth in the applicable Unit Plan to the contrary, no holder of Derivative Securities shall be entitled to any privileges of ownership with respect to the underlying Incentive Units into or for which such Derivative Securities convert or exercise, and such holder shall not be considered a Member of the Company with respect to such underlying Incentive Units. Upon receipt of Incentive Units upon conversion or exercise of any Derivative Securities, the recipient shall be (i) deemed by the acceptance of the benefits of the acquisition of such Incentive Units to have agreed to be subject to and bound by all the terms, conditions and obligations of this Agreement and (ii) a Member hereunder, subject to any applicable terms and conditions of the relevant Unit Plan. Notwithstanding anything to the contrary contained in this Agreement, the adoption of any Unit Plan, and any reservation of Units or other limited liability interests for grant thereunder shall affect the percentage ownership of each holder of the same class of Units or other limited liability interest proportionately.

(e) Except for the obligations contained in **Section 9.14**, and subject to the last sentence of **Section 6.9(a)**, a Person shall cease to be a Member for all purposes upon the disposition of all of such Person's Units and Incentive Units.

Section 2.2 Admission of Members; Substitute Members.

(a) Admission. On the date Units are initially issued pursuant to the Reorganization Plan, such Units shall be deemed to have been issued as of the Effective Date and held by the Persons and in the amounts set forth on the Member Registry maintained by the Company, or by its transfer agent on its behalf, and such Persons shall constitute all of the Members as of the Effective Date. As of the Effective Date, there shall be no issued or outstanding Incentive Units. After such deemed issuance, no Person will be admitted as an additional Member until such Person (or its duly authorized agent or representative): (i) executes and delivers to the Company a foreign ownership and accredited investor certification in the form of **Exhibit B** to this Agreement (as such form may be amended from time to time to comply with National Security Requirements or other applicable law, the "**Ownership Certification**") and (ii) has paid the required purchase price or capital contribution, if any. Any Person who acquires in any manner whatsoever any Units, Incentive Units or other limited liability interests in the Company, irrespective of whether such Person has accepted or adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition of such Units, Incentive Units or other limited liability interests to have agreed to be subject to and bound by all of the terms, conditions and obligations of this Agreement. The Company shall update (or shall cause its transfer agent to update) the Member Registry to reflect the admission of any additional Member as soon as possible after satisfaction of the conditions set forth in this Agreement.

(b) Substitute Members. Persons may also be admitted as Substitute Members upon Transfer of a Member's Units or Incentive Units pursuant to **Section 6.9** (or upon Transfer of Units of the L/C Disbursement Agent pursuant to **Section 6.12**), and **Section 6.9** shall govern the admission of Substitute Members.

Section 2.3 No Required Additional Capital Contributions. No Member shall be required to make any additional contribution of capital without such Member's written consent and any solicitation by the Company of additional capital contributions shall be made in accordance with the terms of this Agreement, including (to the extent applicable) **Section 6.6**.

Section 2.4 Unit Transfers. The Member Registry shall be updated upon the issuance of any new Units or Incentive Units as permitted by this Agreement and upon a Permitted Transfer of any Units or Incentive Units. Changes to the Member Registry to reflect the foregoing may be executed by the Company's Chief Executive Officer, Chief Financial Officer, General Counsel or any other officer so authorized by the Board.

Section 2.5 Member Registry and Certification of Units.

(a) Registry. The Company shall maintain, or cause to be maintained, a register (the "**Member Registry**") indicating: (i) with respect to each issuance of Units or Incentive Units, the date of such issuance, the number of Units or Incentive Units issued and the Member to whom such Units or Incentive Units were issued and (ii) with respect to each Permitted Transfer of Units or Incentive Units, the date of such Transfer, the number of Units or Incentive Units Transferred and the identity of each of the Transferor and the Transferee(s) thereof.

(b) Certificates. The Company will issue (or will cause its transfer agent to issue on the Company's behalf) certificates representing Units or Incentive Units.

(i) The face of each certificate issued to any Member shall bear the following legend:

> "THE UNITS OR OTHER INTERESTS REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN ACCORDANCE WITH THE CONDITIONS, INCLUDING RESTRICTIONS ON TRANSFER, SPECIFIED IN AN OPERATING AGREEMENT DATED [_____] AS IT MAY BE AMENDED FROM TIME TO TIME. BY ACCEPTING THIS CERTIFICATE OR ANY OF THE UNITS OR OTHER INTERESTS REPRESENTED HEREBY, THE HOLDER AGREES TO BE BOUND BY ALL OBLIGATIONS OF MEMBERS SET FORTH IN SUCH AGREEMENT. A COPY OF SUCH AGREEMENT SHALL BE FURNISHED BY THE ISSUER UPON WRITTEN REQUEST AND WITHOUT CHARGE."

(ii) In addition, certificates issued to Members holding ten percent (10%) or more of the then outstanding Units shall bear the following legend:

> "THE UNITS OR OTHER INTERESTS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON _____, 20__, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE UNITS OR OTHER INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE CONDITIONS, INCLUDING RESTRICTIONS ON TRANSFER, SPECIFIED IN AN OPERATING AGREEMENT GOVERNING THE ISSUER, DATED AS OF _____, 20__, AS IT MAY BE AMENDED FROM TIME TO TIME. A COPY OF SUCH AGREEMENT SHALL BE FURNISHED BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

(c) Lost Certificates. The Board may direct (including by delegation in accordance with the terms of this Agreement) a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or such owner's legal representative, to give the Company an indemnity (in form and subsantce acceptable to the Board) to indemnify the Company against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 2.6 **Record Holders**. Except as may otherwise be required by law, the Company shall be entitled to treat the record holder of Units or Incentive Units as shown on the Member Registry as the owner thereof for all purposes, including the payment of any distribution and the right to vote, if any, with respect thereto, regardless of any Transfer, pledge or other disposition thereof, and shall incur no liability for distributions of cash or other property made in good faith to such record holder until such Units or Incentive Units have been transferred on the Member Registry in accordance with the requirements of and in compliance with **Article VI** of this Agreement.

Section 2.7 **Record Date**.

(a) In order that the Company may determine the Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to express consent to an action of the Company in writing without a meeting, or entitled to receive any Company information, receive any payment or any allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of Units or Incentive Units or for the purpose of any other lawful action, the Board may fix, in advance, a record date (the "**Record Date**"), which shall (i) not be more than sixty (60) days, nor less than, in the case of a meeting of Members, ten (10) days, before the date of such meeting, (ii) in the case of action by written consent of the Members, be at least ten (10) days after notice of such Record Date (which notice shall include a description of the action proposed to be undertaken by written consent) is delivered to the Members or (iii) in the case of any other action for which a record date may be fixed, be two (2) days before the date of the taking of such other action. In any such case only Members of record on such Record Date shall be entitled to the foregoing items, notwithstanding any Transfer of Units or Incentive Units, as applicable, on the books of the Company after such Record Date. If no record date is fixed by the Board, (y) the Record Date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the first Business Day following the date on which notice of such meeting is first given to the Members in accordance with **Section 2.9** and (z) the Record Date for determining Members for any other purpose shall be at the close of business on the Business Day on which the Board adopts the resolution relating to such purpose.

(b) Notwithstanding the foregoing clause (a), if any Member or group of Members intends to take action by written consent without a meeting, and such action is with respect to a matter that the Board has not acted upon or set a Record Date for, one of such Members shall request that the Board set a record date for such action, which Record Date shall be the later to occur of (i) any date so set by the Board not later than twenty (20) days following receipt of such request (notice of which date shall be given to the Members at least ten (10) days prior to such date) and (ii) the first Business Day that is at least ten (10) days after the date the first such request to the Board is delivered to the Company.

(c) All notification obligations of the Company under this **Section 2.7** may be satisfied by posting such notice to a Secure Site.

Section 2.8 **Limited Liability for Members**. Without prejudice to any additional or further limitations on liability applicable to Members, no Member shall be personally liable to any other Member or to the Company or any Affiliate or creditor of any of the foregoing or to

any other Person for any losses, claims, damages, debts, obligations, or liabilities incurred by such other Member or the Company or any Affiliate or creditor of any of the foregoing or to any other person, whether such losses, claims, damages, debts, liabilities or obligations arise in contract, tort, or otherwise, by reason of being a Member of the Company.

Section 2.9 Meetings of Members.

(a) Place of Meetings. All meetings of Members shall be held at the principal office of the Company as provided in **Section 1.3**, or at such other place as may be designated by the Board.

(b) Meetings. Subject to compliance with the notice requirements set forth herein, meetings of Members for any proper purpose or purposes may be called at any time, to be held at any time, by at least two (2) of the Directors or by Members holding at least ten percent (10%) of the Units (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination).

(c) Notice. A notification of all meetings, stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) Business Days nor more than sixty (60) days before the meeting to each Member. Such notification obligation may be satisfied by posting such notice to a Secure Site.

(d) Waiver of Notice. Attendance of a Member at a meeting shall constitute a waiver of notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing (including through a response mechanism that may be established on the Secure Site). Attendance at a meeting is not a waiver of any right of a Member to object to the consideration of matters required to be included in the notification of the meeting but not so included, if the objection is expressly made at the meeting before the vote is taken on such matter(s).

(e) Quorum. The presence, either in person or by executed written proxy, of Members holding at least a Majority of the Units is required to constitute a quorum at any meeting of the Members.

(f) Telephonic Participation by Members. Members shall have the right to participate in any meeting of the Members through the use of any means of conference telephones or similar communications equipment as long as all Members participating can hear one another. A Member so participating shall be deemed to be present in person at such meeting.

(g) Voting.

(i) Each Member shall be entitled to one vote for each Unit held by such Member. Holders of Units may vote either in person or by written proxy at any meeting.

(ii) With respect to any matter other than a matter for which the affirmative vote of Members owning a specified percentage of the Units is required by the Act, the Certificate of Formation or this Agreement, the affirmative vote of the holders of a Majority of the Units at a meeting (present or by proxy) at which a quorum is present shall be the act of the Members; provided, that certain Directors shall be appointed by certain Members as set forth in **Section 3.1(c)**.

(iii) Members shall have the consent rights provided in this Agreement.

(h) Conduct of Meetings. The Board shall have full power and authority concerning the manner of conducting any meeting of the Members, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of this **Article II**, the conduct of voting pursuant to the terms of this Agreement, the validity and effectiveness of any proxies, and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting, unless an inspector or inspectors shall have been appointed by the Board, in which event such inspector or inspectors shall decide all such questions. The Board shall designate a Person to serve as chairperson of any meeting of the Members and shall further designate a Person to take minutes of any such meeting. The chairperson of the meeting shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the time and place of the adjourned meeting. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called. If an adjournment is for forty-eight (48) hours or more, a notice of the adjourned meeting shall be given to each Member.

(i) Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed and dated by Members holding the percentage of Units required to approve such action under the Act, the Certificate of Formation or this Agreement. So long as a Record Date for such action shall have been established and noticed in accordance with **Section 2.7**, such consent shall have the same force and effect as a vote of such signing Members at a meeting duly called and held pursuant to this **Article II**. Notification of any action taken by means of a written consent of less than all the Members shall be sent by the Company within seven (7) Business Days after the effective date of the consent to all Members who did not sign the written consent; provided that failure to provide such notification shall not be a condition to the effectiveness of such action. All notification obligations of the Company under this **Section 2.9(i)** may be satisfied by posting such notice to a Secure Site.

(j) Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A facsimile or similar transmission by the Member (or any other electronic means approved in advance by the Board) or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this **Section 2.9**. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Company before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Board, which shall decide all questions touching upon the qualification of voters, the validity of the proxies and the acceptance or rejection of votes, unless an inspector or inspectors shall have been

appointed by the Board, in which event such inspector or inspectors shall decide all such questions. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Units that are the subject of such proxy are to be voted with respect to such issue.

Section 2.10 No Nonvoting Equity Securities. Notwithstanding anything to the contrary in the Certificate or this Agreement, the Company shall not issue nonvoting equity securities to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code. The prohibition on the issuance of nonvoting equity securities is included in this Agreement in compliance with section 1123(a)(6) of the Bankruptcy Code.

ARTICLE III

MANAGEMENT AND CONTROL OF BUSINESS

Section 3.1 Management Vested in Directors.

(a) Management.

(i) Board. Except for situations in which the approval of any Members is required by this Agreement, management of the Company shall be vested in the Board, who shall be deemed "managers" under the Act and have all the rights and powers that may be possessed by a manager thereunder. "**Board**" means all the persons elected and serving from time to time as the Board in accordance with **Sections 3.1(b)** and **(c)**. Each member of the Board is referred to as a "**Director**". The Board, acting as a body in accordance with the affirmative votes required by this Agreement (and no Director, individually), shall have full and complete authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the powers granted by law or under this Agreement. Unless otherwise provided in this Agreement, in the Certificate or by any non-waiveable provision of the Act, any action taken by Majority Vote of the Directors (taken at a meeting of the Board at which a quorum is present) shall be the action of the Board.

(ii) Company Subsidiaries. The Company shall require that each of its direct and indirect Subsidiaries be governed by a governing document that prohibits such Subsidiary from taking action in subversion of the rights of Members as set forth herein (it being understood that any action by the Company permitted hereunder, including with respect to actions relating to it and its Subsidiaries on a consolidated basis, shall not require additional consent hereunder solely because such action instead is taken by a direct or indirect Subsidiary of the Company).

(iii) Access to Information. To the extent required to comply with any National Security Requirements imposed on the Company or its Subsidiaries in connection with the Company's and its Subsidiaries' facility security clearance(s) or other applicable law, the Board may require certain Directors to (A) not have unauthorized access to any Classified Information or Export-Controlled Information entrusted to or held in the custody of the Company or its Subsidiaries, (B) refrain from taking any action to control or influence the Company's or its Subsidiaries' classified contracts, their participation in classified programs or their corporate policies concerning the security of Classified Information and Export Controlled Information, (C) neither seek nor accept Classified Information or Export Controlled Information entrusted to the Company or its Subsidiaries and/or (D) promptly advise the Company's Government Security Committee, if established, or Facility Security Officer (as defined in NISPOM 1-201) upon becoming aware of any violation (whether intentional or unintentional) of any of the foregoing.

(b) Number of Directors; Initial Directors; Term.

(i) The number of Directors of the Company shall be nine (9), of which a Majority shall be independent from any Member and not an officer, employee or independent contractor of the Company. The initial Directors as of the Effective Date are: [NAME, NAME, NAME, NAME, NAME, NAME, NAME, NAME and NAME].

(ii) Each of the initial Directors shall hold office until the earlier of (y) the first day on or after the first anniversary of the Effective Date upon which such Director's successor is designated or elected, as applicable, and (z) his or her resignation, removal or death. Thereafter, each Director shall hold office for a period of one (1) year (and until his or her successor is designated or elected, as applicable, if longer) or such shorter period resulting from such Director's resignation, removal or death.

(iii) New Directors shall be designated or elected, as applicable, on an annual basis prior to the end of the term of the existing Board (each such period of designation and election, a "**Board Election**"). There is no limit on the number of terms a Director may serve on the Board and a Director need not be a resident of the State of Delaware or a Member of the Company.

(c) Election of Directors.

(i) For each Board Election occurring after the Effective Date, each Member that is a Member as of the Effective Date and holds at least fifteen percent (15%) of the Units outstanding (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of any such determination pursuant to this clause (i)) as of the Effective Date (subject to the terms hereof, a "**Designating Member**") shall be entitled to designate one Director (each such Director, a "**Designated Director**") to serve on the Board for the ensuing term, which Designating Member shall have such designation right shall be for so long as such Member continues to hold at least fifteen percent (15%) of the Units outstanding as of the Record Date for any Board Election (or as of the time a vacancy is to be filled pursuant to **Section 3.1(e)**), at which time the right shall cease and not be reinstated no matter the percentage ownership subsequently acquired by such Member; provided that any

Designating Member may elect to relinquish its right to designate a Director by providing the Company with written notice of such election on or prior to the Record Date for the applicable Board Election.

(ii) For each Board Election occurring after the Effective Date, Angelo Gordon & Company and Sankaty Advisors shall have a collective right to designate one Director for so long as they collectively hold at least ten percent (10%) of the Units outstanding (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of any such determination pursuant to this clause (ii)) as of the Record Date for any Board Election (or as of the time a vacancy is to be filled pursuant to **Section 3.1(e)**) or, if they collectively hold less than ten percent (10%) as of the applicable Record Date, but either of them hold at least eighty-five percent (85%) of the Units issued to it on the Effective Date, then such Member holding such eighty-five percent (85%) or more shall maintain the right to designate one Director (or if both such Members still hold such eighty-five percent (85%), they shall maintain their collective right to designate one Director). Once any Member no longer has a right to designate a director under this **Section 3.1(c)(ii)**, such right shall cease and not be reinstated no matter the percentage ownership subsequently acquired by such Member.

(iii) Any Directors that are not designated in accordance with clause (i) or (ii) of this **Section 3.1(c)** (the "**Non-Designated Directors**") will be elected by the Members. For any Board Election, the Nominating Committee of the Board shall nominate at least as many candidates as there are Non-Designated Directors to be elected in such Board Election under this **Section 3.1(c)** (which nominees may, but need not, be any of the Directors then serving). Any Qualified Member is entitled, but not obligated, to nominate as many candidates as there are Non-Designated Directors to be elected in such Board Election (which candidates may, but need not, be any of the Directors then serving), so long as such nomination is received by the Company no later than ten (10) Business Days following the delivery of notice of the Record Date of the meeting at which such Non-Designated Directors will be elected. All candidates nominated in accordance with this **Section 3.1(c)** shall be included in the applicable Board Election and the Non-Designated Directors to be elected in such Board Election will be selected by a plurality of the votes cast by the Members.

(d) Removal of Directors.

(i) Any Director designated in accordance with **Section 3.1(c)(i)** may be removed at any time by the Designating Member that designated such Director.

(ii) Any Director designated in accordance with **Section 3.1(c)(ii)** may be removed at any time by the Members (if the Director to be removed was designated by Angelo Gordon & Company and Sankaty Advisors together) or Member (if the Director to be removed was designated by one of Angelo Gordon & Company or Sankaty Advisors) that designated such Director.

(iii) Other than [NAME], who may be removed only by Centerbridge Partners, L.P. pursuant to **Section 3.1(d)(i)** as Centerbridge Partners, L.P.'s designee under **Section 3.1(c)(i)**, any initial Director named in **Section 3.1(b)(i)** may be removed at any time

prior to the first Board Election following the Effective Date by the Majority Vote of the Members.

(iv) Any Director elected in accordance with **Section 3.1(c)(iii)** may be removed at any time by the Majority Vote of the Members or by the Board in order to comply with National Security Requirements imposed on the Company.

(e) Vacancies.

(i) In the event that any Designated Director resigns, is removed from the Board or dies, the Member who designated such Designated Director shall (if, at the time such vacancy is to be filled, such Member still is a Designating Member) appoint a successor Director. If such Member is not a Designating Member at such time, the vacancy shall be filled in accordance with clause (iii) of this **Section 3.1(e)**.

(ii) In the event that any Director designated in accordance with **Section 3.1(c)(ii)** resigns, is removed from the Board or dies, the Members who designated such Director shall (if, at the time such vacancy is to be filled, such Members have the right to designate Directors pursuant to such Section) designate a successor Director. If only one such Member has such designation right at the time the vacancy is to be filled, that Member shall appoint a successor Director. If neither of such Members has the right to designate Directors pursuant to **Section 3.1(c)(ii)** at the time the vacancy is to be filled, the vacancy shall be filled in accordance with clause (iii) of this **Section 3.1(e)**.

(iii) In the event that any Non-Designated Director resigns, is removed from the Board or dies (or a vacancy is required to be filled by this clause pursuant to clause (i) or (ii) of this **Section 3.1(e)**), a successor Director shall be elected in accordance with **Section 3.1(c)(iii)** to fill such vacancy.

(iv) Any Director designated to fill any vacancy shall be subject to the Board's right remove any Director to comply with National Security Requirements imposed on the Company.

Section 3.2 Certain Powers of Directors. Without limiting the generality of **Section 3.1** hereof, and subject to the provisions of **Section 3.3**, the Board shall have power and authority, on behalf of the Company, to:

(a) appoint officers to run and manage the day-to-day operations of the Company;

(b) subject to **Section 3.3(a)(i)**, direct the Company or authorize its Subsidiaries to incur Indebtedness on such terms as the Board deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of such Indebtedness;

(c) cause the Company or authorize its Subsidiaries to purchase and maintain liability and other insurance to protect the Company's property and business and to protect the assets of the officers and Directors;

(d) cause the Company or authorize its Subsidiaries to invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(e) authorize agents or employees of the Company to execute on behalf of the Company, all instruments and documents, including checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; contracts; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Directors, to conduct the business of the Company and its Subsidiaries;

(f) cause the Company or authorize its Subsidiaries to employ accountants, legal counsel, or other service providers to perform services for the Company and to compensate them from Company funds;

(g) subject to **Sections 3.3(a)(iv)** and **(a)(v)**, cause the Company or authorize its Subsidiaries to issue additional Units and/or Incentive Units;

(h) subject to **Sections 3.3(a)(ix)** and **(a)(x)**, cause the Company or authorize its Subsidiaries to adopt equity incentive plans for officers, employees and Directors of the Company ("**Unit Plans**") and from time to time make grants of Units, Incentive Units and/or Derivative Securities to such officers and employees and Directors under, and in accordance with the terms of, such Unit Plans;

(i) cause the Company or authorize its Subsidiaries to redeem or repurchase Incentive Units owned by any Incentive Member or any Director or any Derivative Securities;

(j) from time to time cause the Company or authorize its Subsidiaries to open bank accounts in the name of the Company or such Subsidiary, with the officers of the Company as the sole signatories thereon (unless the Board determines otherwise);

(k) authorize an officer of the Company or other Person(s) to vote any Capital Securities or other equity ownership interests in other Persons owned or held by the Company for itself or for other parties in any capacity (and all proxies with respect thereto shall be executed, by such authorized Person(s)); and

(l) direct the Company and authorize its Subsidiaries to fully comply in all respects with any National Security Requirements imposed on the Company or its Subsidiaries, as applicable, in connection with the Company's and its Subsidiaries' facility security clearance(s) by the United States or other applicable law, including without limitation the establishment of any procedures reasonably designed to negate or mitigate any risk of foreign ownership, control or influence, in each case as required by the United States to maintain the Company's and its Subsidiaries' facility security clearance(s).

Section 3.3 Restrictions on Authority of the Directors.

(a) Notwithstanding anything to the contrary in this Agreement, none of the following actions may be taken by the Company, directly or indirectly (and the Company shall cause its Subsidiaries to refrain from taking such actions) without the approval of the Majority of the Board (provided that with respect to clause (viii) of this **Section 3.3**, such approval shall be of a Majority of the disinterested Directors) and a Majority Member Vote:

(i) incurrence (including guaranty) of Indebtedness by the Company and/or any of its Subsidiaries in any amount equal to or greater than $[____],[1] including, in the aggregate, any and all Indebtedness authorized pursuant to **Section 3.2(b)**;

(ii) merger, consolidation, reorganization or equity recapitalization of the Company or its Subsidiaries (other than mergers or consolidations of a Subsidiary with another Subsidiary or with the Company);

(iii) sale, assignment or other transfer of all or substantially all of (y) the Company's business or the businesses of its Subsidiaries or (z) the assets or properties of the Company and its Subsidiaries (in each case, on a consolidated basis and other than sales, assignments and transfers between a wholly-owned Company Subsidiary and the Company or another wholly-owned Company Subsidiary);

(iv) issuance of additional Units, other limited liability interests in the Company or its Subsidiaries, warrants, options, or other rights to subscribe for or to acquire any Units or other limited liability interests in the Company or its Subsidiaries, whether or not then exercisable or convertible, in each case if the aggregate of such additional Units or other limited liability interests (other than issuances that have been previously approved in accordance with this **Section 3.3**, and issuances in accordance with any Unit Plan adopted in accordance with the terms hereof) exceeds fifteen percent (15%) of the total of all Units, Incentive Units and such other interests then issued and outstanding (on an as-converted or -exercised basis);

(v) issuance of any equity interests of the Company (including any new class of Units, other equity interests in the Company or its Subsidiaries, or warrants, options, or other rights to subscribe for or to acquire any Units or other equity interests in the Company or its Subsidiaries, whether or not then exercisable or convertible), in each case with liquidation preferences or other rights to payment, whether upon liquidation or otherwise, that are senior in ranking to the Units;

(vi) except (A) as contemplated by **Section 3.2(i)** and (B) the determination to exercise a call option pursuant to that certain Call Option Agreement, dated as of the Effective Date, among the Company, each of the debtor affiliates of Hawker Beechcraft, Inc. and the Pension Benefit Guaranty Corporation, which determination shall be made solely by a Majority of the Board, redemption or repurchase of any Units;

(vii) taking of any action to commence a voluntary case or proceeding under applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any

[1] [Amount to be equal to the principal amount of the term and revolver exit facilities, plus the amount of any accordion feature included in the exit facility.]

other case or proceeding to be adjudicated a bankrupt or insolvent or consenting to the entry of a decree or order appointing a trustee, custodian, receiver, liquidator, assignee or similar official or to initiate a voluntary dissolution, liquidation or termination, in each case, of the Company or any of its Subsidiaries;

(viii) entering into any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of the Company or any of its Subsidiaries, involving the payment to or by the Company (and any of its Subsidiaries on a consolidated basis, as applicable) equal to or in excess of $10,000,000 in any one fiscal year or $20,000,000 in the aggregate, excluding in each case any wages or similar compensation payable to any Affiliate that is a Director, officer or employee of the Company in their respective capacities as such;

(ix) (A) approval of any Unit Plan contemplated by **Section 3.2(h)**, or (B) grant or related grants of Units, Incentive Units or Derivative Securities under any such Unit Plan if, in the case of this clause (B), such grant or related grants of Units, Incentive Units or Derivative Securities (on an as-converted or -exercised basis) represent, in the aggregate, more than five percent (5%) of the Units outstanding as of the Effective Date; and

(x) adoption by the Company of (A) any equity incentive plan for the Directors or any grant of Units, Incentive Units or Derivative Securities to such Directors under, and in accordance with the terms of, any such plans or (B) any cash compensation plan (other than reimbursement of expenses) for non-employee Directors, except as contemplated by **Section 3.9**.

(b) In addition, the Company shall not, and shall cause its Subsidiaries to not, take any of the following actions without the consent of a Majority of the Board and of the requisite Members as described below:

(i) any amendment of this Agreement or the Certificate not required by applicable law and that reasonably would be expected to disproportionately and adversely affect any Minority Member, in its capacity as a Member, in any material respect, as compared to the other Members, without the consent of each so affected Minority Member, it being understood that the creation and issuance of additional Units or additional classes of limited liability interests, and amendments of this Agreement to reflect the terms thereof, in accordance with this Agreement, shall not require such consent;

(ii) any amendment or other modification that would reasonably be expected to adversely affect any Member's rights set forth in **Section 4.2** (*Information Rights of Members; Records Required by Act; Right of Inspection*), **6.3** (*Tag-Along Rights*), **6.4** (*Drag-Along Right*), **6.5** (*Provisions Applicable to Tag-Along and Drag-Along Sales*), **6.6** (*Preemptive Rights*) or **6.7(b)(i)** (*Conversion to Corporation*) (collectively, the "**Equity Rights**"), in each case without the consent of such Member;

(iii) any amendment of **Section 3.1(a)(ii)** or **9.9** or this **Section 3.3** (including any amendment, reduction or elimination of any consent right set forth in **Section 3.3(a)**), **Section 3.5(b)**, the quorum requirements for meetings of Members, the notice requirements for

meetings of Members and action by Members by written consent, the definition of "Majority," "Majority Vote" or "Minority Members" or any other provision of this Agreement or the Certificate specifying the number or percentage of Members required to amend, waive or otherwise modify any provision hereof or thereof, in each case without the consent of a Majority Vote of the Minority Members;

(iv) any requirement of any Member to make an additional capital contribution (including by amending or modifying **Section 2.3**) or the imposition upon any Member any additional or broader restrictions on the Transfer of such Member's Units than are set forth herein or in the Registration Rights (in each case as of the Effective Date and except as may be required by applicable law), in each case without the consent of such Member; or

(v) any amendment of **Section 3.4(f)** eliminating the right to appoint an observer or materially, adversely affecting the rights of such observer, without the consent of each Note Holder Lender.

Section 3.4 Meetings of the Board.

(a) Regular Meetings. The Board shall meet at least quarterly or on such other schedule as shall be determined from time to time by the Board. No notice need be given to Directors of regular meetings for which the Board have previously designated a time and place for the meeting. The chairperson of the initial Board shall be [NAME]. Each Board elected after the Effective Date may appoint, by Director Majority Vote, from among themselves a chairperson to preside at meetings of the Board; provided that the appointment of the chairperson shall be consistent with any National Security Requirements (or other applicable law) applicable to the Company. In the absence of any such appointment, the Chief Executive Officer, if a Director, shall serve as such chairperson.

(b) Special Meetings. Special meetings of the Board may be held at any time upon the request of the Chief Executive Officer or any one (1) Director. Notice of any special meeting shall be mailed to the last known address of each Director at least five (5) Business Days before such meeting if notice is given by mail or two (2) Business Day's if given by email (to the email account most recently provided by the Director to the Company), personal delivery, a nationally recognized overnight courier service or telefacsimile (in each case in accordance with **Section 9.11**). Notification of the time, place and purpose of such meeting may be waived in writing (which shall include by email) before or after such meeting, and shall be equivalent to the giving of notice. Attendance of a Director at such meeting shall also constitute a waiver of notice thereof, except where such Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Directors need be specified in the notice or waiver of notice of such meeting.

(c) Quorum. The presence in person of a Majority of the Directors is required to constitute a quorum at any meeting of the Board.

(d) Telephonic Participation by Director. Directors shall have the right to participate in any meeting of the Board through the use of any means of conference telephones or similar

communications equipment as long as all Directors participating can hear one another. A Director so participating is deemed to be present in person at the meeting.

(e) Action by Written Consent. Any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of those Persons entitled to vote at that meeting, and such consent shall have the same force and effect as a unanimous vote of Directors at a meeting duly called and held. No notice shall be required in connection with the use of a written consent pursuant to this **Section 3.4(e)**.

(f) Board Observer. For so long as the Note Holder Members collectively continue to own the same or a greater percentage of the Units as they collectively owned as of the Effective Date, the Note Holder Members may designate (by Majority Vote) a single representative to attend, upon reasonable prior notice delivered to the Company's Chief Executive Officer or, Secretary, any meeting of the Board or of any committee of the Board, in every case solely as an observer (and without any right to vote or otherwise participate), which representative shall receive all information submitted to the Directors in connection with any such meeting; provided that prior to attending any meeting of the Board or any committee thereof or receiving any such information, the Board may require such observer to execute and deliver to the Company a confidentiality and non-disclosure agreement, in form and substance acceptable to the Board in its sole discretion, with regard to the information to be presented or discussed at such meeting. Such representative may discuss any such confidential information with any Member that similarly has executed and delivered to the Company such a confidentiality and non-disclosure agreement, which discussion shall be subject to the terms and conditions of such agreement. The expenses of such representative incurred in connection with his or her attendance at meetings as permitted under this **Section 3.4(f)** shall be reimbursed in accordance with **Section 3.8** (being treated for purposes thereof as if they were expenses incurred by a Director).

Section 3.5 Transactions between the Company and an Interested Director.

(a) Notwithstanding that it may constitute a conflict of interest, a Director, or any Affiliate of any Director may directly or indirectly engage in any transaction (including the purchase, sale, lease, or exchange of any property, or the lending of funds, or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company; provided, however that in each case: (i) such transaction is not expressly prohibited by this Agreement, (ii) such Director or Affiliate, as the case may be, shall have disclosed to the Board such Person's affiliation with the transaction, or relationship with such Director, as applicable, and the material facts thereof, and (iii) if and to the extent required by **Section 3.3(a)(viii)**, such transaction is approved pursuant thereto.

(b) Notwithstanding anything to the contrary contained herein (but subject to the following sentence), no management or similar fee shall be payable or paid to any Member or any Affiliate of any Member that, as of the time the Company becomes obligated to pay such fee, is the beneficial owner of at least 5% of the Units (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination and which prohibited fees shall not include, for the avoidance of doubt, any wages

or similar compensation payable to any Director, officer or employee of the Company in their respective capacities as such). The foregoing shall not prohibit the receipt of any fee described in the preceding sentence by any Member or Substitute Member owning in excess of 5% of the then outstanding Units (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination) so long as such Member or Substitute Member was not a member of the Ad Hoc Committee of Senior Secured Lenders (as defined in the Reorganization Plan) or an Affiliate of any such member.

Section 3.6 Directors' Non-exclusive Services; Other Business Activities; No Guaranty of Return of Investment.

(a) No Director shall be required to manage the Company as its sole and exclusive function and any Director or Member may have other business interests and may engage in other activities in addition to those relating to the Company. Notwithstanding the foregoing, Directors who are employees of the Company or its Subsidiaries shall be required to have such employment as their primary business function. Subject to **Section 3.10**, Directors shall be subject to the same "corporate opportunity" doctrine as would apply to them if the Company were a corporation organized under the DGCL.

(b) None of the Directors nor any Member guarantees, in any manner, the return of any Members' investment in the Company, any profit of the Company or any distribution for the Members from the operations of the Company.

Section 3.7 Committees of Directors. The Board by a Majority Vote (i) shall designate a Compensation Committee, Nominating Committee and an Audit Committee, (ii) may, from time to time, designate one or more other committees, including a Government Security Committee and (iii) shall appoint three or more Directors to each committee designated under clause (i). Each Director shall be (y) eligible for, but not entitled to, appointment to any committee of the Board and (z) with respect to any committee of the Board of which he or she is not a member, entitled to attend meetings thereof, solely as an observer, and receive all information submitted to the committee members in connection with committee meetings, except to the extent that the Board otherwise determines due to actual or perceived conflict or interest. Any committee designated hereunder shall have and may exercise all the powers and authority that are expressly delegated to such committee by the Board. Unless otherwise determined by the Board, actions of such committee or committees shall require at least a Majority Vote of the committee members and each committee shall keep regular minutes of its meetings and report the same to the Board when required.

Section 3.8 Reimbursement of Expenses. Each Director shall be entitled to reimbursement from the Company of all expenses reasonably incurred and paid by such Director in connection with such Director's services as a Director or otherwise incurred for the benefit of, or on behalf of, the Company. The Board may establish, from time to time, policies relating to expense reimbursement (including what expenses, such as retained counsel or other advisors, will be reimbursable), which policies shall treat and apply to each Director equally.

Section 3.9 Director Compensation. Unless and until changed in accordance with **Section 3.3(a)(x)**, each of the Directors (other than any employee of the Company serving as a

Director) shall be paid the fee set forth on Schedule 1 attached hereto (which Schedule shall be amended upon any change to Director compensation approved by Majority Member Vote as provided herein); provided that each Director, other than the chairperson, shall receive the same fee. The Board shall have the discretion to determine if Directors should be provided additional fees for serving on one or more committees of the Company; provided that each committee member, other than the chairperson, shall receive the same fee. Further, subject to the provisions of **Section 3.3(a)(viii)**, nothing contained herein shall preclude any Director that is an employee of the Company from receiving wages or similar compensation pursuant to any employment agreement with the Company for services rendered thereto.

Section 3.10 Director Duties; Limitations on Liability.

(a) Duties. Each Director shall owe to the Company and its Members the same fiduciary duties of care and loyalty as those that are owed by a director or officer of a Delaware corporation to the corporation and/or its stockholders pursuant to the DGCL (upon the assumption that there are no provisions in the certificate of incorporation or by-laws of such corporation or in any contract between such director or officer and the corporation that limit the scope of such statutory duties).

(b) Limitation on Liability. Each Director's liability to the Company for breach of duty to the Company or its Members or any other Person shall be limited to the fullest extent permitted by Delaware law for directors of a Delaware corporation. In particular, and without limiting the foregoing, no Director shall be liable to the Company or any of its Members or any other Person for monetary damages for breach of fiduciary duty as a Director, except for liability for:

(i) any breach of such Director's duty of loyalty to the Company or its Members;

(ii) such Director's acts or omissions not in good faith or that involve such Director's intentional misconduct or a knowing violation of law; or

(iii) any transaction from which such Director derived an improper personal benefit.

Section 3.11 Officers.

(a) Officers. The Company shall have a Chief Executive Officer, a Chief Financial Officer, a General Counsel and a Secretary, which offices shall initially be held by [NAME, NAME, NAME and NAME], respectively, and shall thereafter be appointed by the Board. The Board may appoint one or more additional officers at any time, including a president, one or more vice presidents, a treasurer and/or a chief operating officer. Any two or more offices may be held by the same person. Subject to applicable law, no officer need be a resident of the State of Delaware, citizen of the U.S. or Member.

(b) Removal and Filling Vacancies. All officers of the Company shall serve at the pleasure of the Board. The Board shall have the sole power to remove any officer and may do so at any time, without waiver of any claim under any contract to which such officer may be a

party. Any officer also may resign at any time by giving written notice to the Board, without prejudice however to the rights, if any, of the Company under any contract to which such officer is a party. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed by the Board for regular appointments to that office.

(c) Compensation. Salary and other compensation payable by the Company to its officers, including any bonus or grant of Incentive Units or Derivative Securities pursuant to any Unit Plan adopted in accordance with the terms hereof, if any, shall be determined by the Compensation Committee.

(d) Duties and Powers of Officers. The officers shall exercise such powers and perform such duties as specified herein and as shall be determined from time to time by the Board.

(e) Officers' Liability for Certain Acts. No person who is an officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being an officer of the Company.

ARTICLE IV

FISCAL MATTERS; INFORMATION RIGHTS; BOOKS AND RECORDS

Section 4.1 Bank Accounts; Investments. Unless otherwise approved by the Board, revenues, any capital contribution and any other Company funds shall be deposited by the Company in one or more bank accounts established in the name of the Company, or shall be invested by the Company, at the direction of the Board.

Section 4.2 Information Rights of Members; Records Required by Act; Right of Inspection.

(a) Each Member shall have the right to receive information (which right the Company may satisfy by providing access to each Member to a confidential website such as Intralinks and timely posting such information on such website (which website shall have a system of email notification of new postings and may require confirmation by viewers of the site of the confidentiality obligations set forth in **Section 9.14**, a "**Secure Site**")), and each Member may share and discuss such information (along with any other information provided to Members pursuant to this Agreement and otherwise made available to Members via the Secure Site) with any prospective purchaser of Units that is not associated with any competitor of the Company or any Subsidiary of the Company and has entered into reasonable confidentiality arrangements (enforceable by the Company) regarding the treatment of such information (and for the avoidance of doubt, at its election, the Company may share and discuss such information with any prospective purchaser of Units), as follows:

(i) for each fiscal year of the Company, copies of the consolidated financial statements of the Company and its Subsidiaries as of the end of such fiscal year, which financial statements shall be (w) prepared in accordance with GAAP, (x) audited by an accounting firm approved by the Board, (y) reviewed and approved by the Audit Committee and (z) delivered no later than [one hundred twenty (120) days][2] following the end of such fiscal year;

(ii) for each fiscal quarter of the Company, copies of the consolidated financial statements of the Company and its Subsidiaries as of the end of such fiscal quarter, which financial statements shall (w) be prepared in accordance with GAAP, but shall not be audited, (x) be reviewed and approved by the Audit Committee, (y) be accompanied by reasonable and customary MD&A disclosure prepared by the officers of the Company and (z) delivered no later than [thirty (30) days][3] following the end of such fiscal quarter (except that any financial information with respect to the fourth fiscal quarter may be delivered no later than the financial information described in clause (i) above);

(iii) within a reasonable time after to the consummation thereof, information relating to any transactions with Affiliates of the Company of the type that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K of the Securities Action (as amended, and any successor provision); provided that no such information need be provided by the Company with respect to any such transaction that was subject to a vote of the Members if (y) such information was provided to all Members as of the Record Date of such vote and (z) the Members are notified of the outcome of such vote (which notice obligation can be satisfied by posting such outcome on a Secure Site);

(iv) within two (2) Business Days after a Member's request therefor, a copy of the Member Registry; and

(v) promptly after delivery thereof, copies of all material financial information, including projections and budgets, if any, delivered to the lenders under and pursuant to the terms of, the senior financing facility to which the Company is party from time to time (provided that information provided the Directors in their capacity as such shall not be deemed to be delivered pursuant to such senior financing facility).

(b) The Company shall host, and each Member shall have access to, quarterly conference calls to discuss the status of the Company and its business and the business of its Subsidiaries (including updates to the budgets and projections of Company and its Subsidiaries), which calls shall include a reasonable and customary question and answer session. The first such call shall be hosted reasonably promptly after the Effective Date and the regular quarterly calls shall commence in the second fiscal quarter of 2013.

(c) During the term of the Company's existence there shall be maintained in the Company's principal office specified pursuant to **Section 1.3** all records required to be kept pursuant to the Act, including (whether or not so required) a current list of the names, addresses and Units and Incentive Units held by each of the Members (including the dates on which each

[2] [Will be same deadline for delivering audit under the exit facility.]

[3] [Will be same deadline for delivering such financial statements under the exit facility.]

of the Members became a Member), copies of federal, state and local information or income tax returns for each of the Company's tax years, copies of this Agreement and the Certificate of Formation, including all amendments thereto or restatements thereof, and correct and complete books and records of account of the Company. Prior to termination of the Company's existence, the Company shall use all reasonable efforts to ensure that, for a period of four (4) years after the termination of the Company's existence, such information, to the extent still in existence and available, may be obtained by a Member's request in writing to a legal advisor or agent of the Company to be designated prior to the termination of the Company's existence, with the cost (as determined by such legal advisor or agent) of accessing and providing such information being borne by the requesting Member.

(d) The Company shall use commercially reasonably efforts to obtain a corporate CUSIP number assigned by the Standard & Poor's-managed CUSIP Global Services as soon as reasonably practicable following the Effective Date.

(e) On written request stating the purpose, a Member may examine and copy in person, at any reasonable time during business hours, for any proper purpose reasonably related to such Member's interest as a Member of the Company, and at the Member's expense, records of the Company and its Subsidiaries, to the extent required under Section 18-305(a) of the Act; provided that the Company may limit access to certain information if and to the extent required by applicable law (including as set forth in clause (f) of this **Section 4.2**) or if the Board deems such information to be competitively sensitive with respect to the Member requesting such access. Upon written request by any Member made to the Company, the Company shall provide to such Member without charge true copies of this Agreement, the Certificate, and all amendments or restatements thereto, which documents may be provided to such Member by posting them on a Secure Site.

(f) Notwithstanding anything contained herein to the contrary, the Company shall not be required to provide any of the information described in this **Section 4.2** to any Member to the extent such information is (i) Classified Information or Export-Controlled Information entrusted to or held in the custody of the Company or its Subsidiaries, (ii) relates to the Company's or its Subsidiaries' classified contracts, their participation in classified programs or their corporate policies concerning the security of Classified Information and Export-Controlled Information or (iii) is otherwise information which the Company or its Subsidiaries must refrain from providing in order for the Company and its Subsidiaries to comply with its contracts with the United States and any National Security Requirements imposed on the Company or its Subsidiaries in connection with the Company's and its Subsidiaries' facility security clearance(s) or other applicable law.

Section 4.3 Information Rights of Company. The Company may from time to time (including in connection with the admission of a new or Substitute Member), but no more frequently than once per calendar quarter (unless, with respect to clause (i) hereof, required by National Security Requirements imposed on the Company or its Subsidiaries in connection with the Company's and its Subsidiaries' facility security clearance(s) or other applicable law), request of any or all Members information (i) needed by the Company to comply with National Security Requirements imposed on the Company or its Subsidiaries in connection with the Company's and its Subsidiaries' facility security clearance(s) or other applicable law and/or

(ii) regarding such Member's "accredited investor" status (within the meaning of Regulation D promulgated under the Securities Act), in any case including completion of an Ownership Certification.

Section 4.4 **Books and Records of Account**. The Company shall maintain adequate books and records of account that shall be maintained on the accrual method of accounting and on a basis consistent with appropriate provisions of the Code.

Section 4.5 **Fiscal Year and Quarters**. The Company's "fiscal year" shall end on December 31 of each calendar year. Each fiscal year shall consist of four quarters ending on March 31, June 30, September 30, and December 31 of each fiscal year. Each such quarter shall be referred to as a "fiscal quarter."

ARTICLE V

DISTRIBUTIONS

Section 5.1 **Non-Liquidating Distributions**. Distributable Cash shall be distributed, on a cumulative basis and when determined by the Board, to the Members *pro rata* based on their relative ownership percentage of the then issued and outstanding Units. Holders of Incentive Units and Derivative Securities may be entitled to participate in distributions of Distributable Cash if, and to the extent and manner, provided in the applicable Unit Plan.

Section 5.2 **Form of Distribution**. A Member has no right to demand and receive any distribution from the Company in any form other than cash. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members. Except upon dissolution and the winding up of the Company, no Member may be compelled to accept a distribution of any asset in kind.

ARTICLE VI

TRANSFERS OF MEMBERSHIP UNITS; LIMITATIONS; CONVERSION

Section 6.1 **Transfer of Units**. No Member may Transfer, offer to Transfer, or accept an offer from any proposed Transferee for, all or any amount of its Units or Incentive Units or any Derivative Security to another Person except in accordance with the terms and conditions set forth in this **Article VI**; provided that a Transfer by L/C Disbursement Agent of Units pursuant to the Reorganization Plan and **Section 6.12** shall not be subject to the terms, conditions or requirements of **Sections 6.3**, **6.4**, **6.5** and **6.6**. A Transfer completed in accordance with this **Article VI** is referred to in this Agreement as a "Permitted Transfer."

Section 6.2 **General Provisions Regarding Transfers**.

(a) Without limiting any other provisions or restrictions or conditions of this **Article VI**, no Transfer of a Unit, Incentive Unit or any Derivative Security or any other rights or obligations or interests of a Member, as applicable, may be made under any circumstances

unless such Transfer is made in accordance with the procedures set forth herein and such Transfer would not result in any of the following:

(i) Securities Laws. Any violation of the Securities Act of 1933, as amended (the "**Securities Act**"), or any regulation issued pursuant thereto, or any state securities laws or regulations, or any other applicable federal or state laws or order of any court having jurisdiction over the Company;

(ii) National Security Requirements. Any invalidation or termination (or reasonable likelihood thereof) of any then-existing security facility security clearance(s) of the Company and its Subsidiaries resulting from a material change in the Company's foreign ownership, control or influence in accordance with section 1-302(g) of NISPOM; or

(iii) Registration. Any requirement that the Company register the Units or any other equity security of the Company under section 12(g) of the Securities Exchange Act of 1934, as amended or any regulation issued pursuant thereto.

Compliance with the restrictions on Transfer set forth in this **Section 6.2** may be administered by the Company's transfer agent, and the Company and its transfer agent shall be entitled to take such measures as are reasonably necessary to prevent any Transfers in violation of this **Section 6.2**. In furtherance of the foregoing, it is understood and agreed by all Members, Additional Members and Substitute Members that Transfers may not be permitted if, following such Transfer, the Company's securities would be held by a number of holders or non-accredited investors that would result (including as a result of passage of time, and giving effort to the exercise of all Derivative Securities) in a requirement that the Company file a registration statement under the Securities Exchange Act of 1934, as amended, or any regulation issued pursuant thereto.

(b) Mechanics. Any Transfer of Units, Incentive Units or Derivative Securities shall be subject to the restrictions of this **Section 6.2**. The Person proposing to make such Transfer shall deliver to the Company (i) the name of the Person or Persons to whom the proposed Transfer is to be made ("**Transferee**"), (ii) if reasonably requested by the Board, a written opinion of legal counsel in form and substance reasonably satisfactory to the Company's legal counsel to the effect that the proposed Transfer may be effected without registration under the Securities Act or any applicable state law and (iii) if such Transfer will be of more than 5% of the Units then outstanding, (y) at least fifteen (15) days prior to the effective time of such proposed Transfer, the Person proposing such Transfer shall deliver to the Company notice of such proposed Transfer and an Ownership Certification completed and executed by the Transferee and (z) reasonably promptly after request by the Company, such other information as is reasonably necessary to allow the Company to determine whether the Company or its Subsidiaries needs to take any action or provide any notice to the United States in connection with such proposed Transfer in order to comply with National Security Requirements or other applicable law (and such Member shall not consummate the proposed Transfer referenced in this clause (iii) unless such transferring Member and such Transferee take all actions as the Board deems reasonably necessary to cause such proposed Transfer to not violate National Security Requirements or other applicable law). Any Member who Transfers Units, Incentive Units or

other Derivative Securities shall pay or cause to be paid to the Company such amounts as may be required for any applicable transfer taxes.

Section 6.3 Tag-Along Rights.

(a) Without limiting the other terms and conditions hereof (including **Section 6.1**), if at any time one or more Members (a "**Tag-Along Seller**") proposes to Transfer, directly or indirectly, for value fifty percent (50%) or more of either the total Units or the total Voting Securities then outstanding, but less than one-hundred percent (100%) of such outstanding Units and/or other limited liability interests of the Company, in a single transaction or series of related transactions (other than a Transfer that is an Affiliate Transfer with respect to such Tag-Along Seller, a "**Tag-Along Sale**" and the purchaser involved in such transaction(s), the "**Tag-Along Purchaser**"), then, each other Member (each, a "**Tag-Along Rightholder**") shall have the right to make an offer to sell to such Tag-Along Purchaser, upon the terms set forth in the Tag-Along Notice, a number of Units held by such Tag-Along Rightholder (the "**Tag-Along Offered Units**") equal to the product obtained by multiplying (i) the aggregate number of Units intended to be sold by the Tag-Along Seller in such Tag-Along Sale by (ii) a fraction, the numerator of which is the number of Units owned by such Tag-Along Rightholder at the Tag-Along Record Date (as defined below) and the denominator of which is the total number of Units outstanding at the Tag-Along Record Date. Notwithstanding any other provision of this **Section 6.3**, any Tag-Along Sale must satisfy the conditions set forth in **Section 6.2** and otherwise be a Permitted Transfer.

(b) The Tag-Along Seller shall give written notice to the Company of each proposed Transfer by it that gives rise to the rights of the Tag-Along Rightholders set forth in this **Section 6.3**, at least thirty (30) days prior to the proposed consummation of such Transfer and the Company, within three (3) Business Days after receiving notice from such Tag-Along Seller, shall give notice of such Transfer to each Tag-Along Rightholder. The close of business on the tenth (10^{th}) Business Day following the date that each notice is given by the Company shall be deemed to be the "**Tag-Along Record Date**." The notice provided by the Tag-Along Seller, and forwarded by the Company, shall set forth in reasonable detail based on information available to the Tag-Along Seller, the name of such Tag-Along Seller, the number of Units that will be held by such Tag-Along Seller as of the Tag-Along Record Date and the number of Units proposed to be sold by such Tag-Along Seller, the name of and contact information for the proposed Tag-Along Purchaser (including any material relationships with the Company, any Member or any Director), the proposed amount and form of consideration and terms and conditions of payment offered by such Tag-Along Purchaser, the percentage (or a reasonable estimate of the minimum and maximum percentage) of Units that such Tag-Along Rightholder may sell to such Tag-Along Purchaser (determined in accordance with **Section 6.3(a)**) and the per Unit purchase price (or a reasonable estimate of the maximum and minimum per Unit purchase price) (the "**Tag-Along Notice**"). The Company can satisfy its obligation to deliver the Tag-Along Notice by posting such notice to a Secure Site. If the Tag-Along Rightholder holds a Derivative Security eligible for participation in a Tag-Along Sale, but is required under the Unit Plan applicable thereto or the terms of such Derivative Security to exercise such Derivative Security to so participate, such Tag-Along Rightholder shall, no later than the Tag-Along Record Date, irrevocably notify the Tag-Along Seller and the Company as to whether it will, immediately prior to the consummation of the Tag-Along Sale, convert or exercise, in accordance with the

terms thereof, any such Derivative Securities into Units or Incentive Units and then include such Incentive Units in the applicable Tag-Along Sale by delivery of a Tag-Along Rightholder's Offer with respect thereto in accordance with the following sentence (and any such Units or Incentive Units that would become outstanding as a result of such exercise shall be deemed to be outstanding as of the Tag-Along Record Date), with any failure to include any such Units or Incentive Units in the applicable Tag-Along Sale being deemed a waiver of the right to include such Units or Incentive Units in such Tag-Along Sale. The tag-along rights provided by this **Section 6.3** must be exercised by any Tag-Along Rightholder wishing to sell Tag-Along Offered Units no later than the Tag-Along Record Date, which exercise shall be by delivery of a written irrevocable offer (the "**Tag-Along Rightholder's Offer**") to the Tag-Along Seller and the Company indicating such Tag-Along Rightholder's wish to have its Tag-Along Offered Units included in the Tag-Along Sale and specifying the number of Tag-Along Offered Units (up to the maximum number of Tag-Along Offered Units as determined in accordance with **Section 6.3(a)**) it wishes to sell, provided that any Tag-Along Rightholder may waive its tag-along rights under this **Section 6.3** with respect to such Tag-Along Sale prior to the expiration of such ten (10) Business Day period by giving written notice thereof to the Tag-Along Seller, with a copy to the Company (and failure to deliver a Tag-Along Rightholder's Offer by the Tag-Along Record Date will be deemed to be a waiver of such Tag-Along Rightholder's tag-along rights under this **Section 6.3** with respect to such Tag-Along Sale). Subject to the other terms herein, delivery of the Tag-Along Rightholder's Offer will constitute an irrevocable binding commitment by such Tag-Along Rightholder to sell the number of Tag-Along Offered Units specified in such Tag-Along Rightholder's Tag-Along Rightholder's Offer on the terms set forth in the Tag-Along Notice. Notwithstanding anything contained in this **Section 6.3** to the contrary, the rights of Incentive Members to participate in any Tag-Along Sale with respect to the Incentive Units held by such Incentive Member will be subject to the terms and conditions of the Unit Plan applicable to such Incentive Units, and if such Unit Plan provides for such participation rights, the Company shall upon request provide a potential Tag-Along Seller with the information necessary to include in all calculations regarding Tag-Along Offered Units under this **Section 6.3** the applicable Incentive Units in the manner set forth in the applicable Unit Plan.

(c) The Tag-Along Seller shall attempt to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Tag-Along Offered Units that the Tag-Along Rightholders timely elect to have included in such Tag-Along Sale. If the Tag-Along Seller is unable to obtain such inclusion of all such Tag-Along Offered Units, then (i) the number of Tag-Along Offered Units to be sold in such Tag-Along Sale shall be allocated on a pro rata basis among the Tag-Along Seller and each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale in proportion to the total number of Units offered and eligible to be sold in the Tag-Along Sale by each such Member or (ii) the Tag-Along Seller shall be permitted to sell its Units in such Tag-Along Sale provided that it purchases, for the same price and upon the same terms, from each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale the number of Units that such Tag-Along Rightholder could have included in such Tag-Along Sale.

(d) If (i) the Tag-Along Seller has not consummated the Tag-Along Sale within sixty-(60) days of the delivery to Members of the related Tag-Along Notice (for any reason other than the failure of a Tag-Along Rightholder to sell its Units under this **Section 6.3**) or (ii) the principal terms and conditions of the Tag-Along Sale shall change, in any material respect, from

those in the Tag-Along Notice, then the Tag-Along Notice and any Tag-Along Rightholder's Offer shall be null and void, and it shall be necessary for a separate Tag-Along Notice to be furnished, and the terms and provisions of this **Section 6.3** separately complied with, in order to subsequently consummate such proposed Tag-Along Sale pursuant to this **Section 6.3**; provided, however, that the Tag-Along Notice and the Tag-Along Rightholders' Offers shall not be null and void if the Tag-Along Seller receives the unanimous written consent of each of the Tag-Along Rightholders agreeing to an extension and/or revised terms. Notwithstanding any other provision of this **Section 6.3**, there shall be no liability on the part of any Tag-Along Seller to any other Member arising from the failure of any Tag-Along Seller to consummate the Tag-Along Sale for any reason, and the decision to consummate such Tag-Along Sale shall be in the sole discretion of the Tag-Along Seller.

Section 6.4 Drag-Along Right.

(a) Without limiting the other terms and conditions hereof (including **Section 6.1**), if at any time one or more Members (a "**Drag-Along Seller**") proposes to Transfer for a cash purchase price fifty percent (50%) or more of the total Units then outstanding (calculated as a total number of Units on a fully-diluted basis), in a single transaction or series of related transactions that is intended to result in the sale of all of the then outstanding Units to a purchaser that is not an Affiliate of any such selling Member (a "**Drag-Along Sale**"), the Company shall send written notice (the "**Drag-Along Notice**") to all other Members notifying them they will be required to sell their Units or, unless otherwise agreed by the Drag-Along Seller(s) to the extent permissible under any applicable Unit Plan, their Derivative Securities in such Drag-Along Sale on the same terms (including the per Unit price and the type of consideration to be received and receipt of the proceeds at the same time) and subject to the same conditions (except as set forth in the provisos in **Section 6.5(a)**), which notice may be provided by posting it to a Secure Site. Notwithstanding any other provision of this **Section 6.4** to the contrary, (i) any Drag-Along Sale must satisfy the conditions set forth in **Section 6.2** and otherwise be a Permitted Transfer and (ii) in connection with any Drag-Along Sale, the rights and obligations of Incentive Members and holders of Derivative Securities issued pursuant to a Unit Plan, and the treatment of Incentive Units and any such Derivative Securities in connection therewith, shall be subject to the terms and conditions of the Unit Plan applicable to such Incentive Units and/or Derivative Securities, as applicable.

(b) If a Drag-Along Sale has not been consummated within ninety (90) days following delivery of the related Drag-Along Notice, the Drag-Along Notice shall be null and void, each Member shall be released from his, her or its obligation under such Drag-Along Notice and it shall be necessary for a separate Drag-Along Notice to be furnished and the terms and provisions of this **Section 6.4** separately complied with, in order to subsequently consummate such Drag-Along Sale pursuant to this **Section 6.4**.

Section 6.5 Provisions Applicable to Tag-Along and Drag-Along Sales.

(a) Each Person selling Units, Incentive Units or Derivative Securities in a proposed Tag-Along Sale or Drag-Along Sale shall take or cause to be taken (at the expense, in the case of a Drag-Along Sale, of the Drag-Along Seller) all such reasonable actions consistent with the terms of this Agreement as may be necessary or reasonably desirable in order expeditiously to

consummate such sale and any related transactions, including without limitation: executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents reasonably requested of it; and otherwise reasonably cooperating with the selling Members, the Company, and the prospective purchaser. Without limiting the generality of the foregoing, with respect to a proposed Tag-Along Sale or Drag-Along Sale, each such participating Member agrees to execute and deliver such agreements as may be reasonably specified by the Tag-Along Seller or the Drag-Along Seller, as the case may be (including, if applicable, any conversion or exercise of any Derivative Securities in exchange for Units or Incentive Units prior to the consummation of the applicable sale), so long as all selling Members party to such agreement will be subject to the same terms, provided that the participating Members that are not the Tag-Along Seller or Drag-Along Seller, as applicable, (i) shall not be required to make representations and warranties other than with respect to unencumbered title to its Units, Incentive Units and/or Derivative Securities, as applicable, and the power, authority and legal right of such Member to transfer its Units, Incentive Units and/or Derivative Securities, as applicable, (ii) may be liable, but shall only be severally, not jointly, liable with all other sellers (whether by purchase price adjustment, indemnity payments or otherwise) in respect of representations, warranties, covenants and other agreements made in respect of the Company and its Subsidiaries and (iii) may be required to remain subject to confidentiality restrictions in respect of the business of the Company and its Subsidiaries consistent with those set forth in this Agreement; provided further that with respect to representations, warranties and covenants of the type described in clause (ii), the aggregate amount of such liability (y) will not exceed the lesser of (A) such Member's pro rata portion of any such liability, to be determined in accordance with such Member's portion of the total amount of Units (on a fully diluted basis) included in such sale and (B) the proceeds actually received by such Member in connection with such sale and (z) will be satisfied, at least as to such liability of the participating Members that are not the Tag-Along Seller or Drag-Along Seller, as applicable, from the proceeds of such sale that are escrowed or otherwise withheld (which escrow or withholding will be of the proceeds payable to all Members participating in such sale, on a pro rata basis).

(b) The closing of a Tag-Along Sale or Drag-Along Sale will take place at such time and place as the Tag-Along Seller or the Drag-Along Seller, respectively, shall reasonably specify by notice to each participating Member.

(c) In any Tag-Along Sale or Drag-Along Sale, the sale of Units, Incentive Units and/or Derivative Securities, as applicable, by all selling Members shall (i) be made on the same terms (including the per-unit price and the type of consideration to be received); (ii) be subject to the same conditions, except as set forth in the provisos in **Section 6.5(a)** and except that with respect to the sale of any Incentive Units or Derivative Securities (unless otherwise provided in the applicable Unit Plan) the consideration payable on account thereof may be adjusted by the Board to take into consideration any exercise, conversion or similar price therefor, and (iii) be entitled to receive the proceeds from such sale (in such amount calculated as provided herein) at the same time.

Section 6.6 Preemptive Rights. Any issuance of New Securities by the Company, other than an issuance of Exempt Securities, shall be subject to the following provisions:

(a) Right to Purchase New Securities. Except as otherwise provided in this **Section 6.6** (including **Section 6.6(e)** hereof), the Company hereby grants to each Qualified Member the right to purchase its pro rata share, based upon such Member's Units and (if applicable pursuant to the last sentence of **Section 6.6(b)**) Incentive Units, as calculated as a total number of Units, on a fully diluted basis, as of the close of business on the tenth (10^{th}) day following the date of (or in the case of an Equity Cure Offering, the close of business on the day prior to) the Issuance Notice of any and all proposed issuances, sales or distributions of New Securities ("**Offered Securities**") proposed to be made by the Company as set forth herein.

(b) Issuance Notice. The Company shall give each person that on the date of an Issuance Notice is a Qualified Member notice of the Company's intention to issue or sell Offered Securities (which notice may be provided by posting the requisite information on a Secure Site) (the "**Issuance Notice**"), describing the type and terms of the Offered Securities, the price at which such Offered Securities will be issued or sold and the general terms upon which the Company proposes to issue or sell the Offered Securities, including the anticipated date of such issuance, sale or distribution, the general use of proceeds thereof and a description of both the business purpose of the offering of such Offered Securities and the dilutive effects, if any, of such offering. Each Qualified Member shall have twenty (20) days (or in the case of an Equity Cure Offering, ten (10) days or such shorter period of not less than five (5) business days as may be determined by the Board if the Company cannot reasonably consummate the applicable Equity Cure Offering within such ten (10) day period) from the date the Issuance Notice is sent to deliver notice of its intention to (i) exercise or convert any of its Derivative Securities, if applicable, and/or (ii) purchase all or any portion of its pro rata share of the Offered Securities (the "**Response Notice**") and stating therein the quantity of Offered Securities it intends to purchase (each Qualified Member who delivers a Response Notice hereunder is a "**Purchaser**" for purposes of this **Section 6.6**). Such Response Notice shall constitute the irrevocable agreement of such Purchaser to purchase the quantity of Offered Securities indicated in the Response Notice at the price and upon the terms stated in the Issuance Notice; provided, however, that if the Company is proposing to issue, sell or distribute securities for consideration other than all cash, and subject to the limitations on the rights set forth in this **Section 6.6**, the Company shall accept from such Purchaser either non-cash consideration which is reasonably comparable to the non-cash consideration proposed by the Company or the cash value of such non-cash consideration, in each case as determined in good faith by the Board. Any purchase of Offered Securities by a Purchaser pursuant to this **Section 6.6** shall be consummated on or prior to the later of (y) the date on which all other Offered Securities described in the applicable Issuance Notice are issued, sold or distributed and (z) the second (2^{nd}) business day (or in the case of an Equity Cure Offering, the next business day) following delivery of the Response Notice by such Purchaser. Notwithstanding anything contained in this **Section 6.6** to the contrary, (A) the rights of Incentive Members to participate in any issuance of Offered Securities with respect to the Incentive Units held by such Incentive Member will be subject to the terms and conditions of the Unit Plan applicable to such Incentive Units and (B) if such Unit Plan requires or explicitly permits such participation, such participating Incentive Members and, if the Board determines that any other Member may participate in the issuance of Offered Securities, such additional participating Members, shall each be a "Qualified Member" and "Purchaser" for the purposes hereof.

(c) Reallotment Right. Except in the event of an Equity Cure Offering, each Purchaser shall have the further right to subscribe for all or any portion of the Offered Securities not subscribed for by Purchasers pursuant to **Section 6.6(b)** to which it may become entitled to purchase under this **Section 6.6(c)**. The Response Notice may set forth an amount of additional New Securities ("**Reallotment Securities**") that such Purchaser would be willing to purchase in the event there is any under-subscription for the entire amount of the Offered Securities. In the event there is such an under-subscription, the Company shall apportion the unsubscribed-for Offered Securities to those Purchasers whose Response Notices specified an amount of Reallotment Securities, which apportionment shall be made among such specifying Purchasers pro rata in accordance with each specifying Purchaser's proportion of Offered Securities initially subscribed for by all such specifying Purchasers pursuant to **Section 6.6(b)**.

(d) Sale to Other Persons. The Company shall have sixty (60) days from the date of the applicable Issuance Notice to consummate an issuance, sale or distribution of any Offered Securities which the Qualified Members have not elected to purchase pursuant to **Sections 6.6(b)** or **6.6(c)** to other Persons at a price and on terms and conditions contained in the Issuance Notice, on the condition that any Person purchasing Offered Securities pursuant to such offer must comply with **Sections 6.2** and **6.9** hereof. In the event the sale of Offered Securities is not fully consummated within such sixty (60) day period, then the Company shall be obligated once again to offer the purchase rights set forth in this **Section 6.6** before it may subsequently sell such Offered Securities.

(e) Exempt Securities. Notwithstanding the foregoing provisions of this **Section 6.6**, Qualified Members shall not have the right to participate in the issuance of any New Securities which are otherwise authorized to be issued in accordance with this Agreement if made (i) as part of any merger, consolidation or combination with, acquisition of securities or assets of another Person in exchange for New Securities, (ii) to Directors, officers, employees or consultants as compensation for services rendered or to be rendered to Company or otherwise due to his or her status as a service provider to the Company or its Subsidiaries, (iii) securities which are the subject of a registration statement being filed under the Securities Act pursuant to an IPO, or (iv) to any Person who is not (x) an Affiliate of the Company or (y) a Member, or an Affiliate of any Member, in each case that owns 5% or more of the then outstanding Units and Incentive Units (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination) who is providing credit to or purchasing debt securities of the Company (the New Securities described in the foregoing clauses (i) through (iv), "**Exempt Securities**").

(f) Notwithstanding the foregoing, and without limiting any other right or remedy that may be available to the Company, the Board may deny any right contemplated by this **Section 6.6** to any Person that is a transferee or purported transferee of any securities of the Company in violation of **Section 6.2**.

Section 6.7 Conversion to Corporation.

(a) Notwithstanding anything to the contrary in this Agreement, the Company (by Majority Vote of each of the Board and the Members) may change the form of organization in which the Company conducts its business from a limited liability company to a corporation,

either directly, through a merger with an existing corporation, or in any other manner elected by the Board (including by distribution of the corporate securities of a Subsidiary of the Company and subsequent liquidation of the Company in connection therewith), make all exchanges, and take all other actions, if any, as are reasonably necessary in connection with any conversion pursuant to this **Section 6.7**.

(b) The Capital Securities of the corporation resulting from a conversion of the Company to a corporation pursuant to **Section 6.7(a)** shall (i) be subject to the rights and privileges set forth in Annex I attached hereto, (ii) enjoy the voting rights provided in this Agreement and the Equity Rights, and (iii) be distributed among the Members so that (x) each Member shall receive such Capital Securities having a fair market value equal to the amount that would have been distributed to such Member pursuant to **Section 7.2**, (y) subject to the following sentence, each Member receives the same class of Capital Securities in such corporation and (z) subject to the following sentence, each Member's Capital Securities enjoys the same ownership rights (including payments, voting power and otherwise) as the other Members' Capital Securities. Notwithstanding the foregoing, if prior to such conversion the Company has outstanding a class of limited liability interests other than the Units, appropriate provisions shall be made so that such interests are converted into a class of Capital Securities having the same relative rights (in relation to the securities to be received by holders of Units) as such securities had in relation to the Units. The rights of Incentive Members upon a Conversion, if any, will be as set forth in, and subject to the terms and conditions of, the Unit Plan applicable to such Incentive Units

Section 6.8 All Other Transfers Void. Any Transfer or purported Transfer in violation of the provisions of this **Article VI** shall be null and void *ab initio* and shall constitute a material breach of this Agreement. In the event of any Transfer or purported Transfer of any Unit, Incentive Unit or Derivative Security of a Member in the Company in violation of this Agreement, without limiting any other rights or remedies of the Company or the other Members, the assignee or purported assignee shall have no right to participate in the management of the business and affairs of the Company or to become a Member, or to receive any distributions of any kind or to receive any part of the share of profits or other compensation by way of income and the return of contributions, or any allocation of income, gain, loss, deduction, credit or other items to the owner of such Unit or Incentive Unit in the Company would otherwise be entitled.

Section 6.9 Admission of Substitute Member; Liabilities.

(a) After the consummation of any Transfer of any part of a Unit or Incentive Unit in compliance with the requirements of this **Article VI**, the assignee of a Unit or Incentive Unit so transferred shall be required to comply with all the terms and provisions of this Agreement. An assignee of a Unit or Incentive Unit will be admitted as a Substitute Member only if (i) the Transfer of such Unit or Incentive Unit complies in all respects with this **Article VI**; and (ii) the prospective Substitute Member delivers a signed Ownership Certification. Unless otherwise agreed to by a Majority Vote of the Board, the admission of a Substitute Member shall not release the transferring Member from any liability to the Company or to the other Members in respect of its Units or Incentive Units that may have existed prior to such admission.

(b) No Transfer of all or any portion of a Unit Incentive Unit or Derivative Security shall be effective until the date upon which the applicable requirements of this **Article VI** have been met. Any Substitute Member shall take subject to the restrictions on transfer imposed by this Agreement.

(c) The Company shall reflect, or shall cause its transfer agent to reflect, the admission of such Substitute Member in the records of the Company (including the Member Registry) as soon as possible after satisfaction of the conditions set forth in this Agreement.

Section 6.10 Repurchase Right. The Company may have the right to repurchase any Incentive Unit if, and in accordance with the terms, provided in the Unit Plan applicable to such Incentive Unit.

Section 6.11 Registration Rights. The Members shall have the registration rights, and Transfers shall subject to terms and conditions, set forth on Annex I hereto and hereby made part of this Agreement as if it was set forth in full in this **Section 6.11**.

Section 6.12 L/C Disbursement Agent Transfers. As provided in the Reorganization Plan, a certain amount of Units will be issued as of the Effective Date to the L/C Disbursement Agent to be distributed in accordance with the terms of the Reorganization Plan as described in this **Section 6.12**. Certain amounts of such Units shall be Transferred periodically to the holders of Allowed L/C Secured Claims and Allowed L/C Deficiency Claims (as each such term is defined in the Reorganization Plan), after consultation with the Issuing Bank and the Disbursing Agent (as defined in the Reorganization Plan), but no later than the L/C Final Distribution Date, and upon the L/C Disbursement Agent's receipt of a certification from the Issuing Bank certifying the amount of the Letters of Credit that have been drawn since the Effective Date, and have been drawn since the last certification to the L/C Disbursement Agent from the Issuing Bank. The amount of Units Transferred by the L/C Disbursement Agent on account of any drawn Letter of Credit shall be equal to that amount of Units the holder of the Allowed L/C Secured Claim or Allowed L/C Deficiency Claim, as the case may be, relating to such Letter of Credit would have received under the Reorganization Plan as of the Effective Date if such Letter of Credit had been drawn on such date. On or about the L/C Final Distribution Date, the L/C Disbursement Agent shall effect a final distribution of all Units it then holds to the holders of Allowed Senior Credit Facility Deficiency Claims (as defined in the Reorganization Plan) on a pro rata basis (determined based on the final amount of the Allowed L/C Deficiency Claims).

ARTICLE VII

DISSOLUTION AND WINDING UP

Section 7.1 Events Causing Dissolution. The Company shall be dissolved upon the first of the following events to occur:

(a) The written consent of a Majority of the Board and of a Member Majority Vote at any time to dissolve and wind up the affairs of the Company; or

(b) The occurrence of any other event that requires the dissolution of a limited liability company under the Act (but only if such event requires such dissolution regardless of any provision to the contrary in the relevant operating or other equivalent agreement governing such company).

For the avoidance of doubt, the bankruptcy (as defined in section 18-101(1) of the Act) of a Member shall not cause a dissolution of the Company (and the business of the Company shall continue without interruption). Further, any such bankruptcy shall not cause such Member to cease being a Member.

Section 7.2 **Winding Up**. If the Company is dissolved pursuant to **Section 7.1**, the Company's affairs shall be wound up as soon as reasonably practicable in the manner set forth below.

(a) The winding up of the Company's affairs shall be supervised by a liquidator (the "**Liquidator**"). The Liquidator shall be the Board or, if the Members prefer, a liquidator or liquidating committee selected by the holders of at least a Majority of the Units.

(b) Following the dissolution of the Company pursuant to **Section 7.1**, but prior to commencing the winding up of the affairs of the Company, the Liquidator shall provide notice ("**Liquidation Notice**") to the Members of the dissolution of the Company and of its intention, at any time on or after the tenth (10^{th}) day following the date of such Liquidation Notice, to make liquidating distributions pursuant to **Section 7.4**. In no event shall the Liquidator make any liquidating distributions less than ten (10) days following the date of the Liquidation Notice. Notice may be provided by posting to the Secure Site.

(c) In winding up the affairs of the Company, the Liquidator shall have full right and unlimited discretion, in the name of and for and on behalf of the Company to:

(i) Prosecute and defend civil, criminal or administrative suits;

(ii) Collect Company assets, including obligations owed to the Company;

(iii) Settle and close the Company's business;

(iv) Dispose of and convey all Company assets or property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales of Company assets or property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;

(v) Pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Company assets or property;

(vi) Discharge the Company's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(vii) Distribute any remaining proceeds from the sale of Company assets or property to the Members pursuant to **Section 7.4**; and

(viii) Prepare, execute, acknowledge and file articles of dissolution under the Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company.

(d) The Liquidator (if not a Director) shall not be liable as a Director to the Members and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in **Article VIII** (as if such Liquidator were a Director).

Section 7.3 Compensation of Liquidator. The Board may, but shall not be obligated, to pay reasonable compensation to the Liquidator for its services be agreed upon by the Liquidator and the holders of at least a Majority of the Units.

Section 7.4 Distribution of Company Assets or Property and Proceeds of Sale Thereof.

(a) Upon completion of all desired sales of Company assets or property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Company Property that is to be distributed in kind, to the following groups in the following order of priority:

(i) to satisfy Company liabilities to creditors, including Members and Directors who are creditors, to the extent otherwise permitted by law (other than for past due Company distributions), whether by payment or establishment of reserves;

(ii) thereafter to the holders of the Units, pro rata with the number of Units held.

(b) The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or Units of each Member, as applicable, in such group.

Section 7.5 Final Audit. Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to each of the Members a statement that shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's pro rata portion of distributions pursuant to **Section 7.4**.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 8.1 Right to Indemnification. Each Person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, arbitration, alternative dispute resolution

procedure or other proceeding, whether civil, criminal, administrative, or investigative (hereafter a "**Proceeding**"), by reason of or in connection with the fact that such Person, or another Person of whom such Person is the legal representative, is or was (i) a Director or officer of the Company, (ii) serving at the request of the Company as a director, officer, member, employee, or agent of another foreign or domestic corporation or other business entity, partnership, joint venture, trust, or other enterprise, and is a Director or officer of the Company, (iii) a director, officer, employee, or agent of a foreign or domestic corporation or other business entity hereafter acquired by the Company, and such person is a Director or officer of the Company, or (iv) a trustee or administrator or other provider of service with respect to employee benefit plans, whether the basis of the Proceeding is alleged action in an official capacity as a Director or officer of the Company, or in any other capacity while serving as a director, officer, employee, or agent of another business enterprise at the request of Company (each of the Persons referenced in the foregoing clauses (i) – (iv) hereafter generically referred to as a "**Representative**"), shall be indemnified and held harmless by the Company (but not by any Member individually) to the fullest extent authorized by statutory and decisional law, as the same exists or may hereafter be interpreted or amended (but, in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the Company to provide broader indemnification rights than were permitted prior thereto) against all Expenses incurred or suffered by such Person in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in any Proceeding; provided, however, that (y) except as to actions to enforce indemnification rights pursuant to **Section 8.3**, the Company shall indemnify any Representative seeking indemnification in connection with a Proceeding (or part thereof) initiated by such Person only if the Proceeding (or part thereof) was authorized by the Board and (z) no Person shall be entitled to indemnification hereunder to the extent the Proceeding results from such Person's fraud, gross negligence or willful misconduct as determined in a final, nonappealable judgment by a court of competent jurisdiction. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Person acted fraudulently or with gross negligence or willful misconduct, or did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful. The right to indemnification conferred in this **Article VIII** shall be a contract right.

Section 8.2 **Authority to Advance Expenses**. Expenses incurred by a Director or officer of the Company (acting in his or her capacity as such) in defending a Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding, provided, however, in each case, that such Expenses shall be advanced only upon delivery to the Company of an undertaking by or on behalf of such Director or officer of the Company to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this **Article VIII** or otherwise. Any obligation to reimburse the Company for Expense advances shall be unsecured, and no interest shall be charged thereon.

Section 8.3 **Right of Claimant to Bring Suit**. If a claim under **Section 8.1** or **Section 8.2** is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the

claimant shall be entitled to be paid also the expense (including attorneys' fees) of prosecuting such claim. It shall be a defense to any such action that the claimant has been determined in a final, nonappealable judgment by a court of competent jurisdiction to have not met the standards of conduct that make it permissible under **Section 8.1** to indemnify the claimant for the amount claimed. The burden of proving such a defense shall be on the Company. Neither the failure of the Company (including its Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because he or she has met the applicable standard of conduct set forth in **Section 8.1**, nor an actual determination by the Company (including its Board or independent legal counsel) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 8.4 **Provisions Nonexclusive**. The rights conferred on any Person by this **Article VIII** shall not be exclusive of any other rights that such Person may have or hereafter acquire under any statute, provision of the Certificate, agreement, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 8.5 **Authority to Insure**. The Company may purchase and maintain insurance to protect itself and any Representative against any Expense asserted against or incurred by such Person, whether or not the Company would have the power to indemnify the Representative against such Expense under applicable law or the provisions of this **Article VIII**.

Section 8.6 **Survival of Rights**. The rights provided by this **Article VIII** shall continue as to a Person who has ceased to be a Representative and shall inure to the benefit of the successors, heirs, executors, and administrators of such Person.

Section 8.7 **Settlement of Claims**. The Company shall not be liable to indemnify any Representative under this **Article VIII** (a) for any amounts paid in settlement of any action or claim effected without the Company's written consent, which consent shall not be unreasonably withheld or delayed; or (b) for any judicial award, if the Company was not given a reasonable and timely opportunity to participate, at its expense, in the defense of such action.

Section 8.8 **Effect of Amendment**. Any amendment, repeal, or modification of this **Article VIII** shall not adversely affect any right or protection of any Representative existing at the time of such amendment, repeal, or modification, whether or not any matter for which indemnification may be sought, shall have occurred.

Section 8.9 **Subrogation**. In the event of payment under this **Article VIII**, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Representative, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 8.10 **No Duplication of Payments**. The Company shall not be liable under this **Article VIII** to make any payment in connection with any claim made against the Representative

to the extent the Representative has otherwise actually received payment (under any insurance policy, agreement, vote, or otherwise) of the amounts otherwise indemnifiable hereunder.

Section 8.11 Current and Prior Rights and Obligations. The Company and the Members acknowledge and agree that, (a) pursuant to the Reorganization Plan, the Company and each of its Subsidiaries is obligated to provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, the Hawker Beechcraft, Inc.'s and its Subsidiaries' directors, officers, employees, or agents that served prior to the Effective Date at least to the same extent as was set forth in the organizational documents of each of Hawker Beechcraft, Inc. and its Subsidiaries as of May 3, 2012, against any claims or causes of action, whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, (b) that such current and former directors, officers, employees and agents shall be entitled to indemnification hereunder as Representatives in accordance with the terms hereof in furtherance in of the Company's satisfaction of such obligations and (c) the Company shall not, and cause its Subsidiaries to not, amend and/or restate this Agreement or any of the organizational documents of the Company or its Subsidiaries after the date hereof to terminate, or in a manner which would materially adversely affect, any of the Company or its Subsidiaries obligations to provide such indemnification rights to such directors, officers, employees, and agents.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Complete Agreement. This Agreement and the other agreements expressly referenced in this Agreement (including the Registration Rights) constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Agreement supersedes all prior written and oral statements by and among the Members or any of them (including the Reorganization Plan), and except as otherwise specifically contemplated by this Agreement, no representation, statement, or condition or warranty not contained in this Agreement will be binding on the Members or the Company or have any force or effect whatsoever.

Section 9.2 Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware, without reference to conflicts of law principles.

Section 9.3 No Assignment. This Agreement may not be transferred or assigned by any party hereto other than the transfer of rights of a Member in connection with a Permitted Transfer of a Member's Units or Incentive Units.

Section 9.4 Binding Effect. Subject to the provisions of this Agreement relating to transferability or assignment, this Agreement will be binding upon and inure to the benefit of the Company and each of the Members, and their respective heirs, devisees, spouses, distributees, representatives, successors and permitted assigns. Directors are express third party beneficiaries of the provisions of **Sections 3.6** and **3.10(b)** and the rights set forth in **Article VIII**, in all cases

upon the terms and conditions set forth herein. Officers of the Company are express third party beneficiaries of the rights set forth in **Article VIII**, in all cases upon the terms and conditions set forth herein. Any Liquidator is an express third party beneficiary of the rights set forth in **Section 7.2**, in all cases upon the terms and conditions set forth herein.

Section 9.5 **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws applicable to the Company effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Section 9.6 **No Partition**. The parties acknowledge that the assets and properties of the Company are not and will not be suitable for partition. Thus, each Member (on behalf of such Member and their successors and assigns) hereby irrevocably waives any and all rights that such Member may have to maintain any action for partition of such assets and properties, if any.

Section 9.7 **Additional Documents and Acts**. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

Section 9.8 **No Employment Rights**. Nothing in this Agreement shall confer upon any Person any right to be employed or to continue employment by the Company or any Affiliate, or interfere in any manner with any right of the Company or Affiliate to terminate such employment at any time.

Section 9.9 **Amendments; Termination of Equity Rights**.

(a) All amendments to this Agreement or the Certificate will be in writing and approved, except as provided in **Section 3.3(b)** or in this **Section 9.9**, by a Majority of the Board and by a Member Majority Vote. Notwithstanding anything to the contrary in this Agreement, no amendment that alters the limited liability of a Member shall be valid to the extent it alters such limited liability without the written consent of such Member.

(b) Notwithstanding anything to the contrary in this Agreement, the Equity Rights, the provisions of **Sections 3.1**, **3.3**, **3.4(f)**, **3.5(b)** and **3.9**, and the written consent notice requirement set forth in **Section 2.9(i)** all shall (whether applicable due to being set forth in this Agreement or in any other agreement or functionally equivalent document entered into or created in connection with a conversion pursuant to **Section 6.7**) terminate and be of no further force and effect upon the earlier to occur of (i) an IPO and (ii) the conversion of the Company into a corporation in accordance with **Section 6.7** in connection with, and immediately prior to, an IPO; provided that in the case of the preceding clause (ii), if the subsequent IPO does not occur, the Company and each Member shall enter into a shareholders' agreement (or functionally equivalent document, which may be included in the by-laws and/or certificate of incorporation) that shall provide for, among other things, the Equity Rights and provisions corresponding to

Sections 3.1, **3.3**, **3.4(f)**, **3.5(b)** and **3.9**, and the written consent notice requirement set forth in **Section 2.9(i)**, in each case as applicable to the ownership of the Capital Securities of the corporation into which the Company was converted, until such time as an IPO, if any, is consummated. The Board, with the approval of the Members by a Member Majority Vote, shall have the authority, but shall not be required, to replace any provisions referred to in this **Section 9.9(b)** with other provisions considered appropriate by the Board and such Members, to be effective in connection with and following such IPO.

Section 9.10 **No Waiver**. No delay, failure or waiver by any party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

Section 9.11 **Notices**. Except as otherwise provided elsewhere in this Agreement regarding notices by electronic mail or other electronic means to Members and the Board and regarding proxies, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be delivered (a) by personal delivery, (b) by a nationally recognized overnight courier service, (c) by telefacsimile, using equipment that provides written confirmation of receipt, or (d) by deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, to the Company at its principal executive office and to any Member at the address then shown as the current address of such Member specified on the Member Registry. Any such notice shall be deemed to have been given on the date so delivered, if delivered personally or by overnight courier service; or if by telefacsimile, on the first day following the transmission of such facsimile; or if mailed, four (4) calendar days after mailing. Any party may, at any time by giving five (5) calendar days' prior written notice to the Company, specify a different address or telefacsimile number for notice purposes by sending notice thereof in the foregoing manner. Any notice required to be given by the Company to Members may be given by posting to a Secure Site (with email notification of such posting), and shall be deemed to be delivered on the date such posting is made.

Section 9.12 **Consent to Jurisdiction; WAIVER OF JURY TRIAL**.

(a) Consent to Jurisdiction. The Company and each Member (i) irrevocably submits to the exclusive jurisdiction of any state court in the State of Delaware, and the United States District Court for the District of Delaware (and the appropriate appellate courts), for the purposes of any suit, action or other proceeding arising out of this Agreement and (ii) agrees to commence any such action, suit or proceeding either in the United States District Court for the District of Delaware or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in any state court in the State of Delaware. Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental body anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the first sentence of this **Section 9.12(a)**. The Company and each Member further (y) agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth on the Member Registry (or in the case of the Company, at the Company's principal office in Delaware) above shall be effective

service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this **Section 9.12(a)** and (z) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in (A) any state court in the State of Delaware, or (B) the United States District Court for the District of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) WAIVER OF JURY TRIAL. THE COMPANY AND EACH MEMBER PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR SUCH MEMBER'S OWNERSHIP OF UNITS OR INCENTIVE UNITS. THE COMPANY AND EACH MEMBER (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF COMPANY OR ANY OTHER MEMBER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT COMPANY OR SUCH OTHER MEMBER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT THE COMPANY AND EACH MEMBER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 9.12(b)**.

Section 9.13 No Third Party Beneficiary. Except as expressly provided in the Act and in **Section 9.4**, this Agreement is made solely and specifically among and for the benefit of the parties hereto (including each Member), and their respective successors and permitted assigns, and no other Person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 9.14 Confidentiality.

(a) The terms of this Agreement, the identity of any Person with whom the Company may be holding discussions with respect to any investment, acquisition, disposition or other transaction, any information disclosed to or received by any Member pursuant to **Section 4.2** or Annex I and all other business, financial or other information relating directly to the conduct of the business and affairs of the Company or its Subsidiaries or the relative or absolute rights or interests of any of the Members (collectively, the "**Confidential Information**") that has not been publicly disclosed pursuant to authorization by the Board is confidential and proprietary information of the Company, the disclosure of which would cause irreparable harm to the Company and the Members. Accordingly, each Member represents that it has not and agrees that it will not and will direct its shareholders, partners, members, directors, officers, agents, advisors and Affiliates not to, disclose to any Person any Confidential Information or confirm any statement made by third Persons regarding Confidential Information until the Company has publicly disclosed the Confidential Information pursuant to authorization by the Board; provided, however, that any Member (or its Affiliates) may disclose such Confidential Information: (i) to the extent required by law (it being specifically understood and agreed that anything required to be set forth in a registration statement or any other document required to be filed pursuant to law will be deemed required by law, so long as the requirement to file such registration statement

does not arise primarily in connection with a Transfer of securities of the Company), regulation or the listing standards of any national securities exchange, (ii) to the extent the Confidential Information is publicly known or subsequently becomes publicly known other than through an act of such Member, (iii) to the extent the Confidential Information is already in possession of, or is subsequently received by, a Member from a third party not known by the Member after due inquiry to be subject to an obligation of confidentiality owed to the Company; or (iv) to a prospective Transferee that (y) is not engaged in a business activity which "competes with the Business" as described in **Section 3.6(a)** and (z) has entered into (and delivered to the Company) a confidentiality and non-disclosure agreement, in form and substance acceptable to the Board, subject to the terms and conditions of such agreement.

(b) Subject to the provisions of **Section 9.14(a)** each Member agrees not to disclose any Confidential Information to any Person (other than a Person agreeing in a manner enforceable by the Company to maintain all Confidential Information in strict confidence or a judge, magistrate or referee in any action, suit or proceeding relating to or arising out of this Agreement or otherwise), and to keep confidential all documents (including responses to discovery requests) containing any Confidential Information. Each Member hereby consents in advance to any motion for any protective order brought by the Company or any other Member represented as being intended by the movant to implement the purposes of this **Section 9.14** provided that, if a Member receives a request to disclose any Confidential Information under the terms of a valid and effective order issued by a court or governmental agency and the order was not sought by or on behalf of or consented to by such Member, then such Member may disclose the Confidential Information to the extent required if the Member as promptly as practicable (i) notifies the Company of the existence, terms and circumstances of the order, (ii) consults in good faith with the Company on the advisability of taking legally available steps to resist or to narrow the order, and (iii) if disclosure of the Confidential Information is required, exercises its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the portion of the disclosed Confidential Information that the Company designates. The cost (including attorneys' fees and expenses) of obtaining a protective order covering Confidential Information designated by the Company will be borne by the Company.

(c) The covenants contained in this **Section 9.14** will survive the Transfer of the Units or Incentive Units of any Member in the Company and the termination of the Company.

Section 9.15 Cumulative Remedies; Specific Performance.

(a) The rights and remedies of any party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

(b) The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that, in addition to any other rights and remedies at law or in equity existing in its favor, any party shall be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent

jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

Section 9.16 Exhibits and Schedules.

All Exhibits and Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

Section 9.17 Interpretation.

The titles and section headings set forth in this Agreement are for convenience only and shall not be considered as part of agreement of the parties. When the context requires, the plural shall include the singular and the singular the plural, and any gender shall include all other genders or neuter. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." No provision of this Agreement shall be interpreted or construed against any party because such party or its counsel was the drafter thereof. Any reference to the Code, the Regulations, the Act or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. Numbered or lettered articles, sections, and subsections herein contained herein contained refer to articles, sections, and subsections of this Agreement unless otherwise expressly stated.

Section 9.18 Survival.

It is the express intention and agreement of the Company and the Members that all covenants, agreements, statements, representations, warranties and indemnities made in this Agreement will survive the execution and delivery of this Agreement and the issuance of the Units and any Incentive Units and shall continue for the entire term hereof, and where appropriate to facilitate the intent of this Agreement, for the dissolution, liquidation and winding up of the Company.

Section 9.19 Time is of the Essence.

All dates and times in this Agreement are of the essence.

Section 9.20 Member Acknowledgement.

Each Member represents and agrees that it fully understands its right to discuss all aspects of this Agreement with its private attorney, and that to the extent, if any, that it desired, it availed itself of such right. Each Member further represents that it has carefully read and fully understands all of the provisions of this Agreement, that it is competent to execute this Agreement and that it has read this Agreement in its entirety and fully understands the meaning, intent, and consequences of this Agreement. Each Member hereby represents and warrants that such Member has had the opportunity to seek and obtain the advice of independent tax counsel of its choice regarding all tax issues pertaining to its participation in the Company, including the federal and state income tax consequences of becoming a Member in the Company.

IN WITNESS WHEREOF, a duly authorized representative of the Company has, on behalf of the Company, executed and entered into this Agreement as of the Effective Date and the Members party hereto are deemed to be bound hereby without the need for execution in accordance with the term hereof (and, in the case if the Members as of the Effective Date, pursuant to the terms of the Reorganization Plan).

COMPANY:

[BEECHCRAFT], LLC

By: _____
Name:
Title:

SCHEDULE 1

DIRECTOR COMPENSATION

[TBD]

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms will have the following meanings; and all section references shall be to sections in this Agreement unless otherwise provided:

"**Act**" means the Delaware Limited Liability Company Act, as the same may be amended from time to time. All references herein to sections of the Act shall include any corresponding provisions of succeeding law.

"**Additional Offer**" has the meaning set forth in **Section 6.4(b)**.

"**Affiliate(s)**" means any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Person. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity. With respect to any Person who is a general partner of Person, such general partner is an Affiliate of such Person. With respect to a limited partnership, "Affiliate" shall also mean any limited partner of such limited partnership holding more than ten percent (10%) of the capital or interests in profits of such limited partnership. With respect to a Trust, any Affiliate shall include any Person which is a trustee or lifetime beneficiary of such trust.

"**Affiliate Transfer**" means, (i) with respect to a Member that is not a natural person, a Transfer of Units from a Member to its members (if the Member is a limited liability company), to its partners (if the Member is a general or limited partnership), to its shareholders (if the Member is a corporation) or by way of a distribution or to its beneficiaries (if the Member is a trust) or (ii) with respect to a Member that is a natural person, Transfers to such Member's legatees or heirs, following the death of such Member, and Transfers to a family member or to a trust primarily for such Member's benefit or the benefit of its family members.

"**Agreement**" means this Operating Agreement, as amended, restated or otherwise modified from time to time.

"Board" has the meaning set forth in **Section 3.1(a)**.

"**Board Election**" has the meaning set forth in **Section 3.1(b)**.

"**Business Day**" means any day other than a Saturday, Sunday or date on which commercial banks in the State of Delaware are authorized by law to close for business.

"**Capital Securities**" means, as to any Person that is a corporation, the authorized shares of such Person's capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the equity

ownership or membership interests in such Person, including the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction, credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

"**Certificate**" means the Certificate of Formation of the Company described in the recitals, as the same may be amended, supplemented, modified or restated from time to time.

"**Classified Information**" means information that has been determined pursuant to Executive Order 13526 (or any predecessor or successor thereto) to require protection against unauthorized disclosure in the interest of national security and is so designated. The classifications TOP SECRET, SECRET, and CONFIDENTIAL are used to designate such information.

"**Code**" means the Internal Revenue Code of 1986, as amended, and any successor provision. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

"**Company**" has the meaning set forth in the preamble.

"**Confidential Information**" has the meaning set forth in **Section 9.14(a)**.

"**Confirmation Order**" has the meaning set forth in the recitals.

"**Derivative Securities**" means direct or indirect options, rights, warrants or securities convertible into or exercisable or exchangeable for, any Units, Incentive Units or other limited liability interests in the Company.

"**Designated Director**" has the meaning set forth in **Section 3.1(c)**.

"**Designating Member**" has the meaning set forth in **Section 3.1(c)**.

"**DGCL**" means the Delaware General Corporation Law, as the same may be amended from time to time. All references herein to sections of the Act shall include any corresponding provisions of succeeding law.

"**Director**" has the meaning set forth in **Section 3.1(a)**.

"**Distributable Cash**" means, as determined by the Board, proceeds received from operations, refinancing or sales or exchanges of assets or equity in excess of cash which is reasonably required to be held by the Company for reasonable reserves for the payment of estimated, contingent, unknown or unfixed debts, liabilities or obligations of the Company and provision for liabilities including payment of Company expenses.

"**Drag-Along Notice**" has the meaning set forth in **Section 6.4(a)**.

"**Drag-Along Sale**" has the meaning set forth in **Section 6.4(a)**.

"**Drag-Along Seller**" has the meaning set forth in **Section 6.4(a)**.

"**Effective Date**" has the meaning set forth in the preamble.

"**Equity Cure Offering**" means any offering of New Securities in connection with the "equity cure" under the [exit facility] or any successor facility.

"**Equity Rights**" has the meaning set forth in **Section 3.3(b)**.

"**Exempt Securities**" has the meaning set forth in **Section 6.6(e)**.

"**Expenses**" means any liability or loss, including attorneys' fees, expenses, claims, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed on any Representative as a result of the actual or deemed receipt of any payments under **Article VIII** hereof.

"**Export Controlled Information**" means unclassified information, the export of which is controlled by the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations.

"**Foreign Member**" means any Member who is a Non-U.S. Person.

"**GAAP**" means the generally accepted accounting principles as in effect from time to time in the U.S.

"**Government Security Committee**" means that committee of the Board, if and when designated by the Board, comprised of three (3) or more Directors holding personnel security clearances at the level of the Company's and its Subsidiaries' facility security clearance(s) and which is responsible for implementing all procedures, organizational matters and other functions pertaining to the security and safeguarding of Classified Information and Export Controlled Information consistent with any National Security Requirements imposed by the United States.

"**Incentive Member**" means any Member who holds Incentive Units issued pursuant to the terms hereof and of the applicable Unit Plan. Each Incentive Member is a Member for all purposes of this Agreement and otherwise, unless the applicable Unit Plan provides otherwise.

"**Incentive Units**" has the meaning set forth in **Section 2.1(d)**.

"**Indebtedness**" means, with respect to the Company and its Subsidiaries on a consolidated basis, without duplication, (a) all indebtedness for borrowed money, (b) all obligations evidenced by notes, bonds, debentures or other similar instruments, (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all obligations under leases that have been or should be, in accordance with GAAP in effect on the Effective Date, recorded as capital leases, (e) all reimbursement, payment or similar obligations, contingent or otherwise, under acceptance, trade letter of credit or similar facilities

(but excluding any standby letters of credit that secure liabilities reflected on the Company's balance sheet) and (f) any liability of others described in clauses (a) through (e) above that the Company or its subsidiaries has guaranteed or that is otherwise any of their legal liability, and including in clauses (a) through (f) above any accrued and unpaid interest or penalties thereon.

"**IPO**" means the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act, covering the offer and sale of the Units, after which closing the Units will be quoted on the NASDAQ National Market or listed or quoted on the New York Stock Exchange or other national securities exchange acceptable to the Board.

"**Issuance Notice**" has the meaning set forth in **Section 6.6(b)**.

"**Issuing Bank**" means Credit Suisse AG, Cayman Islands Branch, in its capacity as an issuer of letters of credit under the Senior Credit Facility (as defined in the Reorganization Plan).

"**L/C Disbursement Agent**" means the Senior Credit Facility L/C Disbursement Agent as defined in the Reorganization Plan.

"**L/C Final Distribution Date**" means a day selected by the L/C Disbursement Agent, in consultation with the Issuing Bank, that is after the Effective Date and is no less than twenty (20) calendar days after the date on which all L/C Claims have become either Allowed Claims or disallowed Claims (as each such term is defined in the Reorganization Plan).

"**L/C Reserve**" means, collectively, the L/C Secured Claims Reserve and the L/C Deficiency Claims Reserve, as each is defined in the Reorganization Plan.

"**Letters of Credit**" means the Existing L/C Facility Letters of Credit, as defined in the Reorganization Plan.

"**Liquidator**" has the meaning set forth in **Section 7.2(a)**.

"**Majority**" means greater than fifty percent (50%).

"**Majority Vote**" means the affirmative vote or written consent of a Majority of the Directors, of the Members or a subset of Members, as applicable.

"**Member**" has the meaning set forth in **Section 2.1(a)**.

"**Member Registry**" has the meaning set forth in **Section 2.5(a)**.

"**Minority Members**" means those Members that were not members (or Affiliates of members) of the Ad Hoc Committee of Senior Secured Lenders (as defined in the Reorganization Plan).

"**National Security Requirement**" means any statute, code, order, rule, regulation or restriction established by the United States regarding any national security matter currently in effect or that may be implemented, including requirements pursuant to the Exon–Florio

Amendment to the Defense Production Act of 1950 (50 U.S.C. § 2170) and NISPOM, and related authorities.

"**New Securities**" means Units or other equity interests of the Company and rights, convertible securities, options or warrants to purchase Units or other equity interests of the Company, whether or not authorized as of the Effective Date.

"**NISPOM**" means National Industrial Security Program Operating Manual, DOD 5220.22-M (February 28, 2006), as amended.

"**Non-Designated Directors**" has the meaning set forth in **Section 3.1(c)**.

"**Non-U.S. Person**" means any person who is (i) not a citizen or national of the U.S.; (ii) a governmental entity, non-governmental entity or business enterprise organized, chartered or established under the laws of any country outside of the U.S. or (iii) is majority owned or controlled by any combination of (i) or (ii).

"**Note Holder Members**" means those Members that immediately prior to the Effective Date were holders of Senior Notes Claims under, and as defined in, the Reorganization Plan.

"**Offered Securities**" has the meaning set forth in **Section 6.6(a)**.

"**Offeree**" has the meaning set forth in **Section 6.4(b)**.

"**Offer to Sell**" has the meaning set forth in **Section 6.4(b)**.

"**Ownership Certification**" has the meaning set forth in **Section 2.2(a)**.

"**Permitted Transfers**" has the meaning set forth in **Section 6.1**.

"**Person**" means an individual, partnership, limited liability company, corporation, joint venture, trust, business trust, association, or similar entity, whether domestic or foreign, and the heirs, executors, legal representatives, successors and assigns of such entity where the context requires.

"**Proceeding**" has the meaning set forth in **Section 8.1**.

"**Purchaser**" has the meaning set forth in **Section 6.6(b)**.

"**Qualified Member**" means any Member that (i) either (y) as of the Effective Date, owned at least that number of Units representing 0.5% of the Units issued and outstanding as of the Effective Date (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination) and, at any time relevant for purposes hereof, continues to own at least that same number of Units (as adjusted for stock dividends, splits or combinations) or (z) owns at least 0.5% of the Units outstanding as of the relevant time (it being understood that Units held by an Affiliate of a Member shall be aggregated with Units held by such Member for purposes of such determination) and (ii) solely

for purposes of **Section 6.6**, is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

"**Reallotment Securities**" has the meaning set forth in **Section 6.6(c)**.

"**Registration Rights**" means the provisions of Annex I hereto.

"**Regulations**" means the federal income tax regulations, including temporary (but not proposed) regulations, promulgated under the Code, as such regulations are amended from time to time.

"**Reorganization Plan**" has the meaning set forth in the recitals.

"**Representative**" has the meaning set forth in **Section 8.1**.

"**Response Notice**" has the meaning set forth in **Section 6.6(b)**.

"**Secure Site**" has the meaning set forth in **Section 4.2(a)**.

"**Securities Act**" has the meaning set forth in **Section 6.2(a)**.

"**Sellers**" has the meaning set forth in **Section 6.6**.

"**Subsidiary**" means any Person the majority of the equity of which, directly, or indirectly through one or more other Persons, (a) the Company has the right to acquire or (b) is owned or controlled by the Company. As used in this definition, "control," including, its correlative meanings, "controlled by" and "under common control with," means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of equity, by contract or otherwise). For the avoidance of doubt, "**Subsidiary**" shall include any Person that is included in the Company's consolidated group for purposes of preparing the Company's consolidated financial statements in accordance with GAAP.

"**Substitute Member**" means a Person who acquired Units and who has been admitted as a Member pursuant to **Article VI** of this Agreement.

"**Tag-Along Notice**" has the meaning set forth in **Section 6.2(b)**.

"**Tag-Along Offered Units**" has the meaning set forth in **Section 6.2(a)**.

"**Tag-Along Purchaser**" has the meaning set forth in **Section 6.2(a)**.

"**Tag-Along Rightholder**" has the meaning set forth in **Section 6.2(a)**.

"**Tag-Along Rightholder's Offer**" has the meaning set forth in **Section 6.2(b)**.

"**Tag-Along Sale**" has the meaning set forth in **Section 6.2(a)**.

"**Tag-Along Seller**" has the meaning set forth in **Section 6.3(a)**.

"**Transfer**" means the sale, sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any option, right or warrant to purchase, assignment, loan, offer, transfer, exchange or other disposition of any Units, Incentive Units or Derivative Securities, whether or not for value, and whether voluntarily, by operation of law or otherwise, and includes foreclosure.

"**Transferee**" has the meaning set forth in **Section 6.4(a)**.

"**Transfer Notice**" has the meaning set forth in **Section 6.4(a)**.

"**Transfer Units**" has the meaning set forth in **Section 6.4(a)**.

"**Unit**" has the meaning set forth in **Section 2.1(a)**.

"**Unit Plans**" has the meaning set forth in **Section 3.2(h)**.

"**United States**" means any federal department, division, agency, bureau, office, branch, court, commission, or other governmental instrumentality of the U.S. or any authority acting on its behalf.

"**U.S.**" means the United States of America.

"**Voting Securities**" means as of any date of determination, all of the Units or other equity interests of the Company and all rights, convertible securities, options or warrants to purchase Units or other equity interests of the Company, whether or not authorized, of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a Majority of the Board (irrespective of whether or not at the time Securities of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

EXHIBIT B

FORM OF OWNERSHIP CERTIFICATION

(See attached.)

ANNEX I

REGISTRATION RIGHTS

ARTICLE 1
PIGGYBACK REGISTRATIONS.

Section 1.1 Right to Piggyback. If the Company proposes to file a registration statement under the Securities Act with respect to any of its Equity (other than in connection with registration on Form S-8 or Form S-4 or any successor or similar form) and the registration form to be used may be used for the registration of Registrable Securities (a "Piggyback Registration"), then the Company will give prompt written notice (but in no event less than 15 days prior to the proposed date of filing such registration statement) to all Eligible Holders of Registrable Securities of its intention to effect such a registration and, subject to Sections 1.3, 1.4, 3.1 and 3.2 of this Annex I, if the Company receives, within 15 days after the delivery of the Company's notice, written requests from the applicable Members for inclusion therein of any Registrable Securities then outstanding, the Company will include in such registration all Registrable Securities, in each case with respect to which the Company has received such requests. Each such Company notice shall specify the approximate number of Company equity securities to be registered and the anticipated per share price range for such offering.

Section 1.2 Piggyback Expenses. The Registration Expenses of the holders of Registrable Securities will be paid by the Company in all Piggyback Registrations, whether or not any such registration or prospectus becomes effective or final.

Section 1.3 Priority on Primary Registrations. If a Piggyback Registration is or includes an underwritten registration on behalf of the Company and the managing underwriter(s) advises the Company in writing (with a copy to each party hereto requesting registration of Registrable Securities) that in its reasonable opinion the number of Registrable Securities requested to be included in such registration pursuant to Section 1.1 of this Annex I exceeds the number which can be sold in such offering without adversely affecting the marketability of such offering, the Company will include in such registration: (a) first, the securities the Company proposes to sell, (b) second, the Registrable Securities requested to be included in such registration, pro rata among Eligible Holders of such Registrable Securities on the basis of the number of shares owned by each such Eligible Holder and requested to be included in such registration, and (c) third, other securities requested to be included in such registration.

Section 1.4 Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of Company securities, and the managing underwriter(s) advises the Company in writing that in its reasonable opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability of the offering, the Company will include in such registration: (a) first, the securities requested to be included therein by the holders requesting registration, and the Registrable Securities held by Eligible Holders requested to be included in such registration, pro rata among the holders of such securities and the Eligible Holders of Registrable Securities on the basis of the number of shares

owned by each such holder and requested to be included in such registration, and (b) second, other such securities requested to be included in such registration.

Section 1.5 Other Registration Rights. The Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement granting registration rights to any other Person with respect to any securities of the Company, other than this Agreement. Except as provided in this Agreement, the Company shall not grant to any Persons the right to request the Company to register any equity securities of the Company, or any securities convertible or exchangeable into or exercisable for such securities, without the approval of the Majority Vote of the Members.

ARTICLE 2
REGISTRATION GENERALLY.

Section 2.1 Registration Procedures. Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Annex I, the Company will use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof and pursuant thereto the Company will as expeditiously as reasonably practicable:

(a) prepare and (within 60 days after the end of the period within which requests for inclusion in such registration may be given to the Company) file with the Securities and Exchange Commission a registration statement with respect to such Registrable Securities and thereafter use its reasonable best efforts to cause such registration statement to become effective as soon as reasonably practicable (provided that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company will furnish to one counsel selected by the holders of a majority of the Registrable Securities included in such registration copies of all such documents proposed to be filed, which documents will be subject to review by each such counsel and any other counsel selected by any other Member; provided that any fees and expenses associated with such other counsel shall be borne by such Person electing to appoint such counsel);

(b) prepare and file with the Securities and Exchange Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary (i) to keep such registration statement effective (A) for a period of not less than 180 days (subject to extension pursuant to Section 2.3(b) of this Annex I) or, if such registration statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer, (B) for a period of less than 180 days, which period will terminate when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such registration statement (but in any event not before the expiration of any longer period required under the Securities Act), or (C) continuously in the case of a Shelf Registration, ending on the earlier of (I) the date on which all Registrable Securities have been sold pursuant to the Shelf Registration or have otherwise ceased to be

Registrable Securities, (II) the first anniversary of the effective date of such Shelf Registration, (III) such other date determined by the holders of a majority of the Registrable Securities included in such Shelf Registration and (IV) when all such Registrable Securities are freely saleable under Rule 144 under the Securities Act, and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such registration statement;

(c) furnish to each seller of Registrable Securities such number of copies, without charge, of such registration statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, any other prospectus (including any prospectus filed under Rule 424, Rule 430A or Rule 430B under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act), all exhibits and other documents filed therewith and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(d) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in respect of doing business in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) promptly notify each seller of such Registrable Securities and their counsel, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the occurrence of any event as a result of which, the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, at the request of any such seller, the Company will prepare and furnish to such seller a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the prospective purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(f) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, to be listed on the NASD automated quotation system and, if listed on the NASD automated quotation system, use its commercially reasonable efforts to secure designation of all such Registrable Securities covered by such registration statement as a NASDAQ "national market system security" within the meaning of Rule 11Aa2-1 of the

Securities and Exchange Commission or, failing that, to secure NASDAQ authorization for such Registrable Securities and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with the NASD;

(g) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities from and after a date not later than the effective date of such registration statement;

(h) enter into such customary agreements (including underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form) and take all such other customary actions as the holders of a majority of the Registrable Securities included in such registration, or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (which might include making members of management and executives of the Company available to participate in reasonable "road show," similar sales events and other marketing activities and effecting a stock split or a combination of shares);

(i) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, reasonable due diligence materials relating to the business of the Company, including all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all such information, in each case as is reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement, and to cooperate and participate as reasonably requested by the holders of a majority of the Registrable Securities included in such registration in road show presentations, in the preparation of the registration statement, each amendment and supplement thereto, the prospectus included therein, and other activities as the holders of a majority of the Registrable Securities included in such registration may reasonably request in order to facilitate the disposition of the Registrable Securities;

(j) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Securities and Exchange Commission, and make available to its security holders, as soon as reasonably practicable, but not later than 18 months after the effective date of the registration statement, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any securities included in

such registration statement for sale in any jurisdiction, the Company will use its reasonable best efforts promptly to obtain the withdrawal of such order;

(l) obtain one or more comfort letters, dated the effective date of such registration statement (and, if such registration includes an underwritten public offering, dated the date of the closing under the underwriting agreement), signed by the Company's independent public accountants in the then-current customary form and covering such matters of the type customarily covered from time to time by comfort letters as the holders of a majority of the Registrable Securities being sold reasonably request;

(m) provide a legal opinion of the Company's outside counsel, dated the effective date of such registration statement (and, if such registration includes an underwritten public offering, dated the date of the closing under the underwriting agreement), with respect to the registration statement, each amendment and supplement thereto, the prospectus included therein (including the preliminary prospectus) and such other documents relating thereto in the then-current customary form and covering such matters of the type customarily covered from time to time by legal opinions of such nature;

(n) cooperate with the sellers of Registrable Securities covered by the registration statement and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or agent, if any, or such holders may request;

(o) notify counsel for the sellers of Registrable Securities included in such registration statement and the managing underwriter or agent, immediately, and confirm the notice in writing (i) when the registration statement, or any post-effective amendment to the registration statement, shall have become effective, or any supplement to the prospectus or any amendment prospectus shall have been filed, (ii) of the receipt of any comments from the Securities and Exchange Commission, (iii) of any request of the Securities and Exchange Commission to amend the registration statement or amend or supplement the prospectus or for additional information, and (iv) of the issuance by the Securities and Exchange Commission of any stop order suspending the effectiveness of the registration statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the registration statement for offering or sale in any jurisdiction, or of the institution or threatening of any proceedings for any of such purposes;

(p) use its reasonable best efforts to prevent the issuance of any stop order suspending the effectiveness of the registration statement or of any order preventing or suspending the use of any preliminary prospectus;

(q) if requested by the managing underwriter or agent or any holder of Registrable Securities covered by the registration statement, promptly incorporate in a

prospectus supplement or post-effective amendment such information as the managing underwriter or agent or such holder reasonably requests to be included therein, including, without limitation, with respect to the number of Registrable Securities being sold by such holder to such underwriter or agent, the purchase price being paid therefor by such underwriter or agent and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering; and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters incorporated in such prospectus supplement or post-effective amendment; and

(r) cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the National Association of Securities Dealers, Inc.

The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish the Company such information relating to the sale or registration of such securities regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing.

Section 2.2 Registration Expenses.

(a) All expenses incident to the Company's performance of or compliance with this Annex I, including, without limitation, all registration, qualification and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding discounts and commissions attributable to the Registrable Securities being sold by the holders thereof) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), will be paid by the Company in respect of each Piggyback Registration, whether or not it has become effective, including that the Company will pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the NASD automated quotation system. Notwithstanding the foregoing, each Person that sells securities pursuant to a Piggyback Registration hereunder shall bear and pay all underwriting discounts and commissions applicable to the securities sold for such Person's account.

(b) In connection with each Piggyback Registration, whether or not it has become effective, the Company will pay, and reimburse the holders of Registrable Securities covered by such registration for the payment of, the reasonable fees and disbursements of one counsel selected by the holders of a majority of the Registrable Securities included in such registration, and such expenses shall be considered Registration Expenses hereunder.

Section 2.3 Participation in Underwritten Offerings.

(a) No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved pursuant to this Annex I by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriter(s), provided that no holder of Registrable Securities will be required to sell more than the number of Registrable Securities that such holder has requested the Company to include in any registration) and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(b) Each Person that is participating in any registration hereunder agrees that, upon receipt of any notice from the Company of the occurrence of any event of the kind described in Section 2.1(e) of this Annex I, such Person will forthwith discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by such Section 2.1(e). In the event the Company shall give any such notice, the applicable time period mentioned in Section 2.1(b) of this Annex I during which a Registration Statement is to remain effective shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this paragraph to and including the date when each seller of a Registrable Security covered by such registration statement shall have received the copies of the supplemented or amended prospectus contemplated by Section 2.1(e) of this Annex I.

Section 2.4 Current Public Information. At all times after the Company has filed a registration statement with the Securities and Exchange Commission pursuant to the requirements of either the Securities Act or the Exchange Act, the Company will use its commercially reasonable efforts to timely file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Securities and Exchange Commission thereunder, and will take such further action as any holder or holders of Registrable Securities may reasonably request, all to the extent required to enable such holders to sell Registrable Securities pursuant to Rule 144 adopted by the Securities and Exchange Commission under the Securities Act (as such rule may be amended from time to time) or any similar rule or regulation hereafter adopted by the Securities and Exchange Commission.

Section 2.5 Shelf Take-Downs. At any time that a Shelf Registration is effective, if any holder or group of holders of Registrable Securities delivers a notice to the Company and the Board (a "Take-Down Notice") stating that it intends to effect an offering of all or part of its Registrable Securities included by it on the Shelf Registration, whether such offering is underwritten or non-underwritten (provided that such non-underwritten offering is for more than $[5,000,000]) (a "Shelf Offering") and stating the number of the Registrable Securities to be included in the Shelf Offering, then, provided, that the Board approves the Shelf Offering and the number of the Registrable Securities to be included in such Shelf Offering, the Company shall amend or supplement the Shelf Registration as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account the

inclusion of Registrable Securities by any other holders pursuant to this Section 2.5 of this Annex I). In connection with any Shelf Offering:

(a) such proposing holder(s) shall also deliver the Take-Down Notice to the Company, which shall in turn deliver such notice to all other holders included on such Shelf Registration and permit each holder to include its Registrable Securities included on the Shelf Registration in the Shelf Offering if such holder notifies the proposing holders and the Company within five (5) days after delivery of the Take-Down Notice to such holder, and

(b) in the event that the managing underwriter(s), if any, advises the Company in writing that in its opinion the number of Registrable Securities to be included in such Shelf Offering exceeds the number of Registrable Securities which can be sold therein without adversely affecting the marketability of the offering, such underwriter(s), if any, may limit the number of shares which would otherwise be included in such take-down offering and in such case, the Company shall include in such registration, prior to the inclusion of any securities that are not Registrable Securities, the number of Registrable Securities requested to be included in such offering that, in the opinion of such underwriter(s), can be sold without adversely affecting the marketability of the offering, pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder, and only then securities that are not Registrable Securities if the managing underwriter(s) has advised that such securities may be included.

ARTICLE 3
LOCK-UP.

Section 3.1 **IPO Lock-Up**. In connection with the IPO, each Member hereby agrees, at the request of the Company or the managing underwriters thereof, to be bound by and/or to execute and deliver, a lock-up agreement with the underwriter(s) of the IPO restricting for a reasonable and customary period determined by the applicable underwriter(s) such Member's right to (a) Transfer, directly or indirectly, any Equity or any securities convertible into or exercisable or exchangeable for such Equity or (b) enter into any swap or other arrangement that transfers to another any of the economic consequences of ownership of Equity, provided, that (i) no Member holding at least 5% of the Equity (it being understood that Equity held by an Affiliate of a Member shall be aggregated with Equity held by such Member for purposes of such determination) may be released from its obligations under this Section 3.1 (other than with respect to Equity being included in the IPO) and (ii) no Member shall be required by this Section 3.1 to be bound by a lock-up agreement covering a period of greater than 90 days following the effectiveness of the related registration statement. Notwithstanding anything to the contrary contained in this Annex I, the underwriter(s) of the IPO may, in its (or their) sole discretion but in consultation with the Company, determine that Members holding an amount of Equity equal to or less than a specified percentage of the Equity (the "Minimum Equity Threshold") shall be excluded from the requirements of this Section 3.1 (it being understood that Equity held by an Affiliate of a Member shall be aggregated with Equity held by such Member for purposes of any determination pursuant to this Section 3.1) but shall not have any registration rights or any obligations with respect to their holdings of Equity pursuant to this Annex I in

connection with the IPO, provided that that (i) the Minimum Equity Threshold shall not exceed 5%, (ii) the same Minimum Equity Threshold shall apply to all Members except as provided in the following clause (iii) and (iii) to the extent any Member holds Incentive Units through a Unit Plan, such Member shall, unless otherwise determined by the applicable underwriter(s) in consultation with the Company, be required to execute a lock-up agreement in accordance with (and be otherwise subject to) this Section 3.1 with respect to such Incentive Equity.

Section 3.2 Other Offering Lock-Up. In connection with any underwritten Public Offering other than the IPO, each Eligible Holder as of any applicable date of determination hereby agrees, at the request of the Company or the managing underwriters thereof, to be bound by and/or to execute and deliver, a lock-up agreement with the underwriter(s) of such Public Offering restricting for a reasonable and customary period determined by the applicable underwriter(s) such Designated Holder's right to (a) Transfer, directly or indirectly, any Equity or any securities convertible into or exercisable or exchangeable for such Equity or (b) enter into any swap or other arrangement that transfers to another any of the economic consequences of ownership of Equity, in each case, unless the initiating party is the Company, to the extent that such restrictions are also agreed to by the Person initiating such underwritten registration in accordance with this Annex I, provided (i) no Member holding at least 10% of the Equity (it being understood that Equity held by an Affiliate of a Member shall be aggregated with Equity held by such Member for purposes of such determination) may be released from its obligations under this Section 3.2 (other than with respect to Equity being included in such Public Offering) and (ii) no Member shall be required by this Section 3.2 to be bound by a lock-up agreement covering a period of greater than 60 days following the effectiveness of the related registration statement. Notwithstanding anything to the contrary contained in this Annex I, to the extent any Member holds Incentive Units through a Unit Plan, such Member shall, unless otherwise determined by the applicable underwriter(s) in consultation with the Company, be required to execute a lock-up agreement in accordance with (and be otherwise subject to) this Section 3.2 with respect to such Incentive Equity.

Section 3.3 Extension of Lock-Up. If (1) during the last 17 days of the applicable restricted period set forth in Sections 3.1 or 3.2 of this Annex I the Company issues an earnings release or material news or a material event relating to the Company occurs or (2) prior to the expiration of the applicable restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of such restricted period, unless otherwise waived by the applicable managing underwriters in their sole discretion, then upon notice from the Company the foregoing restrictions on Transfer shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Section 3.4 Operating Agreement. The provisions of Section 3 of this Annex do not derogate or restrict any of the provisions of this Agreement.

ARTICLE 4
INDEMNIFICATION.

Section 4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities

that sells securities in any Public Offering covered by this Annex and, as applicable, its officers, directors, trustees, employees, stockholders, holders of beneficial interests, members, and general and limited partners (collectively, such holder's "Indemnitees") and each Person who controls such holder (within the meaning of Section 15 of the Securities Act) against any and all expenses, losses, claims, damages, liabilities, joint or several, or actions, proceedings or settlements in respect thereof to which such holder or any such Indemnitee may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (a) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, together with any documents incorporated therein by reference, (b) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (c) any violation or alleged violation by the Company of the Securities Act, any state securities laws or any rule or regulation thereunder applicable to the company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification or compliance, and the Company will reimburse such holder and each of its Indemnitees for any legal or any other expenses, including any amounts paid in any settlement effected with the consent of the Company, which consent will not be unreasonably withheld or delayed, incurred by them in connection with investigating or defending any such loss, claim, liability, action or proceeding; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made in such registration statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished to the Company by such holder expressly for use therein. In connection with an underwritten offering, the Company will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of each holder of Registrable Securities or any other indemnified party and shall survive the transfer of any Registrable Securities.

Section 4.2 Indemnification by Holders of Registrable Securities. In connection with any registration statement in which a holder of Registrable Securities is participating, each such holder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, will indemnify and hold harmless the Company and its Indemnitees against any losses, claims, damages, liabilities, joint or several, to which the Company or any such Indemnitee may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (a) any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or in any application, together with any documents incorporated therein by reference or (b) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement (or alleged untrue

statement) or omission (or alleged omission) is made in such registration statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with written information prepared and furnished to the Company by such holder expressly for use therein, and such holder will reimburse the Company and each such Indemnitee for any legal or any other expenses including any amounts paid in any settlement effected with the consent of such holder, which consent will not be unreasonably withheld or delayed, incurred by them in connection with investigating or defending any such loss, claim, liability, action or proceeding; provided, however, that the obligation to indemnify will be individual (and not joint and several) to each holder and will be limited to the net amount of proceeds received by such holder from the sale of Registrable Securities pursuant to such registration statement, less any other amounts paid by such holder in respect of such untrue statement, alleged untrue statement, omission or alleged omission. For the avoidance of doubt, a holder shall only be required to provide the foregoing indemnification in connection with information provided in such holder's capacity as a holder of equity interests of the Company.

Section 4.3 Procedure. Any Person entitled to indemnification hereunder will (a) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, however, that the failure of any indemnified party to give such notice shall not relieve the indemnifying party of its obligations hereunder, except to the extent that the indemnifying party is actually prejudiced by such failure to give such notice), and (b) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

Section 4.4 Entry of Judgment; Settlement. The indemnifying party shall not, except with the approval of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to each indemnified party of a release from all liability in respect to such claim or litigation without any payment or consideration provided by such indemnified party.

Section 4.5 Contribution. If the indemnification provided for in this Section 4 is, other than expressly pursuant to its terms, unavailable to or is insufficient to hold harmless an indemnified party under the provisions above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (a) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the sellers of Registrable Securities and any other sellers participating in the registration statement on the other hand from the sale of Registrable Securities pursuant to the

registered offering of securities as to which indemnity is sought or (b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefits referred to in clause (a) above but also the relative fault of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other hand in connection with the statement or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the sellers of Registrable Securities and any other sellers participating in the registration statement on the other hand shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) to the Company bear to the total net proceeds from the offering (before deducting expenses) to the sellers of Registrable Securities and any other sellers participating in the registration statement. The relative fault of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other hand shall be determined by reference to, among other things, whether the untrue or alleged omission to state a material fact relates to information supplied by the Company or by the sellers of Registrable Securities or other sellers participating in the registration statement and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the sellers of Registrable Securities agree that it would not be just and equitable if contribution pursuant to this Section 4 were determined by pro rata allocation (even if the sellers of Registrable Securities were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4, no seller of Registrable Securities shall be required to contribute any amount in excess of the net proceeds received by such seller from the sale of Registrable Securities covered by the registration statement filed pursuant hereto, less any other amounts paid by such holder in respect of such untrue statement, alleged untrue statement, omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 4.6 **Other Rights**. The indemnification and contribution by any such party provided for under this Annex I shall be in addition to any other rights to indemnification or contribution which any indemnified party may have elsewhere in the Agreement or pursuant to law or contract and will remain in full force and effect regardless of any investigation made or omitted by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the transfer of securities.

ARTICLE 5
DEFINITIONS.

Capitalized terms used but not defined in this Annex I have the meanings given to such terms in the Agreement. As used in this Annex I, and solely for the purposes of this Annex I, the following terms have the meanings specified below:

"Agreement" means the Operating Agreement of the Company, including this Annex I.

"Conversion" means the conversion of the Company to a corporation pursuant to any of the transactions contemplated by Section 6.7(a) of this Agreement (or any other restructuring or other corporate reorganization transaction undertaken by the Company in contemplation of an initial public offering).

"Eligible Holder" means (A) in the case of (or prior to the consummation of) a proposed IPO, (x) each Member holding an amount of Equity equal to or greater than the Minimum Equity Threshold established by the underwriter(s) for purposes of the IPO (it being understood that Equity held by an Affiliate of a Member shall be aggregated with Equity held by such Member for purposes of such determination) and (y) to the extent provided in the applicable Unit Plan, each Member holding Incentive Units under such Unit Plan and (B) in the case of any other Public Offering (or following the consummation of an IPO), (x) each Member holding at least 10% of the Equity (it being understood that Equity held by an Affiliate of a Member shall be aggregated with Equity held by such Member for purposes of such determination) and (y) to the extent provided in the applicable Unit Plan, each Member holding Incentive Units under such Unit Plan.

"Equity" shall mean, prior to the Conversion, all of the Units of the Company, and after the Conversion, all of the authorized shares of capital stock, including all classes of common, preferred, voting and nonvoting capital stock of the Company.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Indemnitees" shall have the meaning given to such term in Section 4.1 of this Annex I.

"Minimum Equity Threshold" shall have the meaning given to such term in Section 3.1 of this Annex I.

"Person" shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

"Piggyback Registration" shall have the meaning given to such term in Section 1.1 of this Annex I.

"Public Offering" shall mean a public offering and sale of Equity for cash pursuant to an effective registration statement under the Securities Act.

"Registrable Securities" shall mean (i) any Equity issued to any Member as of the Effective Date or thereafter acquired, and (ii) any common equity securities issued or issuable directly or indirectly with respect to any of the foregoing securities referred to in clause (i) by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization. As to any particular Equity constituting Registrable Securities, such Equity shall cease to be Registrable Securities when it has been (x) effectively registered under the Securities Act and disposed of in accordance with the registration statement covering it, or (y) is legally permitted to be sold to the public pursuant to Rule 144 under the Securities Act or in a block sale to a broker, dealer or other financial institution in the ordinary course of its trading business, in each case in compliance with this Agreement. For purposes of this Annex I, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected.

"Registration Expenses" shall have the meaning given to such term in Section 2.2(a) of this Annex I.

"Securities and Exchange Commission" includes any governmental body or agency succeeding to the functions thereof.

"Securities Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any successor federal law then in force.

"Shelf Offering" shall have the meaning given to such term in Section 2.5 of this Annex I.

"Shelf Registration" shall mean a Short-Form Registration filed with the Securities and Exchange Commission in accordance with and pursuant to Rule 415 under the Securities Act (or any successor rule then in effect).

"Short Form Registration" means a registration of all or part of the Registrable Securities on Form S-3 or any similar or successor short-form registration.

"Take-Down Notice" shall have the meaning given to such term in Section 2.5 of this Annex I.

ARTICLE 6
MISCELLANEOUS.

Section 6.1 No Inconsistent Agreements; Foreign Registration. The Company will not hereafter enter into any agreement with respect to the Equity that is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Annex I, provided that the granting of customary registration rights to an investor in connection with the sale of equity of the Company approved by the Majority of the Members (or after the IPO, Eligible Holders holding the Majority of the Registrable Securities) shall be deemed not to be inconsistent with or violate the rights granted to the holders of Registrable Securities in this Annex I. In the event the

Board and the Members, as required under this Agreement, approve a public offering or a sale of the Equity (or other securities representing, or exercisable for or convertible into, Equity) pursuant to the securities laws of a country other than the United States of America, the Board shall have the power to amend this Annex I in such manner as it shall deem reasonably necessary to ensure that the provisions of this Annex I will apply in as close to the same manner as possible under such foreign securities laws, and to otherwise preserve and give effect to the rights of the parties hereto.

Section 6.2 **Adjustments Affecting Registrable Securities**. The Company will not take any action, or permit any change to occur, with respect to its securities that would materially and adversely affect the ability of the holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Annex I. If the holders of Registrable Securities create a new holding company, the result of which is that the holders of the Equity immediately before such event become the holders of the equity of such new holding company, including as a result of a distribution of the equity securities of a Subsidiary of the Company to such holders, then in each instance the provisions of this Annex I will, in addition to applying to the Company, also apply to such new holding company in the same manner as if such new holding company, as applicable, were substituted for the Company throughout this Annex I.

EXHIBIT M

New Employment Agreements

EXECUTION VERSION

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement"), is dated as of January ___, 2013, by and between **Beechcraft, LLC**, a Delaware limited liability company (the "Company"), and **Robert S. Miller**, an individual (the "Consultant").

WHEREAS, the Consultant is currently employed as the Chief Executive Officer of Hawker Beechcraft, Inc., a Delaware corporation ("HBI"), pursuant to an employment agreement between HBI and the Consultant dated February 6, 2012; and

WHEREAS, HBI and its debtor affiliates shall emerge from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code, the equity interests of HBI and such other parties which shall be acquired by the Company upon such emergence;

WHEREAS, the Company and the Consultant desire to enter into this Agreement to set out the terms and conditions for the consulting relationship of the Consultant with the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Section 1. Consulting Services.

1.1 Term. The Consultant agrees to provide consulting services to the Company (the "Services"), and the Company agrees to receive such Services from the Consultant, in each case pursuant to this Agreement, for a period commencing on the date of the emergence of the Company from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date") and ending on the earlier of (i) December 31, 2013 or (ii) the termination of the Consultant's service relationship with the Company in accordance with Section 3 hereof (the "Term"). The Term shall be subject to extension by mutual agreement between the parties. This Agreement shall not be effective until the Effective Date.

1.2 Duties. During the Term, the Consultant shall serve as Senior Advisor to the board of directors of the Company (the "Board") and shall report directly to the Board. In his position as Senior Advisor, the Consultant shall have all authorities customary for a senior advisor of a company of the Company's size and nature, plus such additional duties, consistent with the foregoing, as the Board may reasonably assign. The principal place at which the Consultant shall provide the Services, and the principal office, shall be the Company's headquarters in Wichita, Kansas. During the Term, the Consultant shall cease to be a director, officer and employee of the Company and its affiliates and shall instead serve as a consultant on the terms and conditions set forth in the Agreement herein. The Consultant shall make himself reasonably available to provide the Services, as reasonably requested by the Board and may provide such Services at times and in locations as he determines, reasonably and in good faith, appropriate. Furthermore, the Company expressly acknowledges that the Consultant holds such positions as are provided in Addendum A and that the Consultant will continue his service in such positions during the Term.

Section 2. Compensation.

2.1 Base Retainer. As compensation for the performance of the Services hereunder, during the Term, the Company shall pay to the Consultant compensation in the amount of $75,000 per month, payable in accordance with the Company's standard payroll policies, plus an amount of $250,000 at the end of the Term (together, the "Base Retainer"), provided that the Consultant's service relationship with the Company is not terminated pursuant to Section 3.1.

2.2 Business Expenses. The Company shall pay or reimburse the Consultant, upon presentation of documentation, for all commercially reasonable business out-of-pocket expenses that the Consultant incurs during the Term in performing his duties under this Agreement and in accordance with the expense reimbursement policy of the Company as approved by the Board (or a committee thereof) and in effect from time to time.

Section 3. Termination.

3.1 Termination. The Board may terminate the Consultant's service relationship with the Company for any reason during the Term at any time without prior notice if, in the reasonable view of the Board, (i) the Consultant has continuously failed, for any reason, to substantially perform the Services hereunder or has otherwise been unavailable, for any reason, to perform such Services hereunder when the Company or the Board requests such performance or (ii) Cause (as defined below) exists. Upon the termination of the Consultant's service relationship with the Company for any reason, the Consultant shall only be entitled to any unreimbursed expenses in accordance with Section 2.2 hereof (such reimbursements, the "Unreimbursed Expenses").

For the purposes of this Section 3.1, "Cause" shall mean (i) the Consultant's willful refusal to substantially perform, or his willful failure to make good faith efforts to substantially perform, his material duties for the Company, or willful failure or refusal to comply with the Company's policies; (ii) in carrying out his duties under this Agreement, the Consultant engages in gross misconduct or gross neglect; or (iii) the Consultant is indicted for, convicted of, or enters a plea of guilty or nolo contendere to, a felony or a misdemeanor involving moral turpitude.

3.2 Section 409A. If the Consultant is a "specified employee" for purposes of Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, any payment hereunder that is subject to Section 409A of the Code shall not commence until one (1) day after the day which is six (6) months from the Termination Date.

3.3 Resignation from All Positions. Upon the termination of the service relationship between the Consultant and the Company for any reason, the Consultant shall resign, as of the date of such termination, from all positions he then holds with the Company Group, as defined in Section 4 below. The Consultant shall be required to execute such writings as are required to effectuate the foregoing.

3.4 Cooperation. Following the termination of the service relationship between the Consultant and the Company for any reason, the Consultant shall reasonably

cooperate with the Company upon reasonable request of the Board and to be reasonably available to the Company with respect to matters arising out of the Consultant's services to the Company Group (as defined below). The Company shall reimburse the Consultant for expenses reasonably incurred in connection with such matters.

Section 4. Unauthorized Disclosure; Restrictive Covenants; Proprietary Rights.

4.1 Unauthorized Disclosure. The Consultant agrees and understands that in the Consultant's position with the Company, the Consultant has been and will be exposed to and has and will receive information relating to the confidential affairs of the Company and its affiliates and subsidiaries (collectively, the "Company Group"), including, without limitation, technical information, intellectual property, business and marketing plans, strategies, customer information, software, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company Group and other forms of information considered by the Company Group to be confidential or in the nature of trade secrets (including, without limitation, ideas, research and development, know-how, formulas, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals) (collectively, the "Confidential Information"). The Consultant agrees that at all times during his engagement with the Company and thereafter, the Consultant shall not disclose such Confidential Information, either directly or indirectly, to any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof (each a "Person") without the prior written consent of the Company and shall not use or attempt to use any such information in any manner other than in connection with his service relationship with the Company, unless required by law to disclose such information, in which case the Consultant shall provide the Company with written notice of such requirement as far in advance of such anticipated disclosure as possible. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Consultant's consulting engagement with the Company, the Consultant shall promptly supply to the Company all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data and any other tangible product or document that has been produced by, received by or otherwise submitted to the Consultant during or prior to the Consultant's service relationship with the Company, and any copies thereof in his (or capable of being reduced to his) possession.

4.2 Non-Competition. By and in consideration of the Company's entering into this Agreement, and in further consideration of the Consultant's exposure to the Confidential Information of the Company Group, the Consultant agrees that the Consultant shall not, during the Term, directly or indirectly, own, manage, operate, join, control, be employed by, or participate in the ownership, management, operation or control of, or be connected in any manner with, including, without limitation, holding any position as a stockholder, director, officer, consultant, independent contractor, employee, partner, or investor in, any Restricted Enterprise (as defined below); provided that in no event shall ownership of one percent (1%) or less of the outstanding securities of any class of any issuer whose securities are registered under the Securities Exchange Act of 1934, as amended, standing alone, be prohibited by this Section 4.2, so long as the Consultant does not have, or exercise, any rights to manage or operate

the business of such issuer other than rights as a stockholder thereof. For purposes of this paragraph, "Restricted Enterprise" shall mean any Person that is actively engaged in any geographic area in (i) the ownership of a type certificate of, or the design, manufacture, sale, or marketing of, general aviation aircraft of whatever description, including, without limitation, of whatever size, range, engine type, or intended use, or of military trainer aircraft, or the design, manufacture, distribution, sale, or marketing of airframe components for general aviation aircraft or military trainer aircraft, or the provision of line fixed base operations or maintenance, repair, and/or overhaul services for general aviation aircraft or military trainer aircraft or (ii) any other business proposed to be conducted by any member of the Company Group in the Company's business plan as in effect at that time. During the Term, upon request of the Company, the Consultant shall notify the Company of the Consultant's then-current employment, consulting or independent contractor status with any other company or business.

4.3 Non-Solicitation of Employees. During the Term, the Consultant shall not directly or indirectly contact, induce or solicit (or assist any Person to contact, induce or solicit) for employment, or employ, any person who is, or within twelve (12) months prior to the date of such solicitation was, an employee of the Company Group.

4.4 Interference with Business Relationships. During the Term, the Consultant shall not directly or indirectly contact, induce or solicit (or assist any Person to contact, induce or solicit) any customer or client of the Company Group to terminate its relationship or otherwise cease doing business in whole or in part with the Company Group, or directly or indirectly interfere with (or assist any Person to interfere with) any material relationship between the Company Group and any of its or their customers or clients so as to cause harm to any member of the Company Group.

4.5 Proprietary Rights. The Consultant shall disclose promptly to the Company any and all inventions, discoveries, and improvements (whether or not patentable or registrable under copyright or similar statutes), and all patentable or copyrightable works, initiated, conceived, discovered, reduced to practice, or made by him, either alone or in conjunction with others, during the Consultant's service relationship with the Company and related to the business or activities of the Company Group (the "Developments"). Except to the extent any rights in any Developments constitute a work made for hire under the U.S. Copyright Act, 17 U.S.C. § 101 et seq. that are owned ab initio by the Company and/or its applicable affiliate, the Consultant assigns all of his right, title and interest in all Developments (including all intellectual property rights therein) to the Company or its nominee without further compensation, including all rights or benefits therefor, including without limitation the right to sue and recover for past and future infringement. The Consultant acknowledges that any rights in any Developments constituting a work made for hire under the U.S. Copyright Act, 17 U.S.C § 101 et seq. are owned upon creation by the Company and/or its applicable affiliate as the Consultant's employer. Whenever requested to do so by the Company, the Consultant shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain trademarks, patents or copyrights of the United States or any foreign country or otherwise protect the interests of the Company Group therein. These obligations shall continue beyond the end of the Consultant's service relationship with the Company with respect to inventions, discoveries, improvements or copyrightable works initiated, conceived or made by the Consultant while employed by the Company and shall be binding upon

the Consultant's employers, assigns, executors, administrators and other legal representatives. In connection with his execution of this Agreement, the Consultant has informed the Company in writing of any interest in any inventions or intellectual property rights that he holds as of the date hereof. If the Company is unable for any reason, after reasonable effort, to obtain the Consultant's signature on any document needed in connection with the actions described in this Section 4.5, the Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Consultant's agent and attorney in fact to act for and on the Consultant's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4.5 with the same legal force and effect as if executed by the Consultant.

4.6 Confidentiality of Agreement. Other than with respect to information required to be disclosed by applicable law, the parties hereto agree not to disclose the terms of this Agreement to any Person; provided that the Consultant may disclose this Agreement and/or any of its terms to the Consultant's immediate family, financial advisors and attorneys, so long as the Consultant instructs every such Person to whom the Consultant makes such disclosure not to disclose the terms of this Agreement further. Anytime after this Agreement is filed with the SEC or any other government agency by the Company and becomes a public record, this provision shall no longer apply.

4.7 Remedies. The Consultant agrees that any breach of the terms of this Section 4 would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Consultant therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Consultant and/or any and all Persons acting for and/or with the Consultant, without having to prove damages, in addition to any other remedies to which the Company may be entitled at law or in equity, including, without limitation. The terms of this Section 4.7 shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, without limitation, the recovery of damages from the Consultant. The Consultant and the Company further agree that the provisions of the covenants contained in this Section 4 are reasonable and necessary to protect the businesses of the Company Group because of the Consultant's access to Confidential Information and his material participation in the operation of such businesses.

Section 5. Representation. The Consultant represents and warrants that (i) he is not subject to any contract, arrangement, policy or understanding, or to any statute, governmental rule or regulation, that in any way limits his ability to enter into and fully perform his obligations under this Agreement and (ii) he is not otherwise unable to enter into and fully perform his obligations under this Agreement.

Section 6. Non-Disparagement. From and after the Effective Date and following termination of the Consultant's service relationship with the Company, the Consultant and the Company agree not to make any statement that criticizes, ridicules, disparages or is otherwise derogatory of the other Party or, in the case of statements about any member of the Company Group or its employees, officers, directors or stockholders. For such purpose, statements by "the Company" shall mean only (i) the Company by press release or other formally released announcement and (ii) the executive officers and directors thereof and not any other employees.

Section 7. Taxes. All amounts paid to the Consultant under this Agreement during or following the Term shall be subject to any court-ordered deductions such as garnishments and any taxes imposed by applicable law. The Consultant shall be solely responsible for the payment of all taxes imposed on him relating to the payment or provision of any amounts or benefits hereunder. The Consultant understands and agrees that his Base Retainer will be reduced by the amount of any lawful charge or indebtedness that the Consultant owes the Company. Any deductions authorized by this paragraph must comply with applicable law.

Section 8. Miscellaneous.

8.1 Indemnification. The Consultant will retain all former rights to indemnity as provided.

8.2 Amendments and Waivers. This Agreement and any of the provisions hereof may be amended, waived (either generally or in a particular instance and either retroactively or prospectively), modified or supplemented, in whole or in part, only by written agreement signed by the parties hereto; provided that the observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8.3 Assignment; No Third-Party Beneficiaries. This Agreement, and the Consultant's rights and obligations hereunder, may not be assigned by the Consultant, and any purported assignment by the Consultant in violation hereof shall be null and void. Nothing in this Agreement shall confer upon any Person not a party to this Agreement, or the legal representatives of such Person, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, except the personal representative of the deceased Consultant may

enforce the provisions hereof applicable in the event of the death of the Consultant. The Company is authorized to assign this Agreement to a successor to substantially all of its assets.

8.4 Notices. Unless otherwise provided herein, all notices, requests, demands, claims and other communications provided for under the terms of this Agreement shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be sent by (i) personal delivery (including receipted courier service) or overnight delivery service, with confirmation of receipt (ii) facsimile during normal business hours, with confirmation of receipt, to the number indicated, (iii) reputable commercial overnight delivery service courier, with confirmation of receipt or (iv) registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to the Company:

Beechcraft, LLC
10511 East Central Avenue
Wichita, Kansas 67206
Attention: Alexander Snyder

With a copy to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Patrick J. Nash, Jr., P.C. and Ross M. Kwasteniet
Facsimile: (312) 862-2200

If to the Consultant: Last address recorded in the Company's records.

All such notices, requests, consents and other communications shall be deemed to have been given when received. Either party may change its facsimile number or its address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner then set forth.

8.5 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights and obligations of the parties hereto shall be governed by, the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

8.6 Arbitration. Except as provided in Section 4.7, each party irrevocably agrees that all disputes arising out of or relating to this Agreement and to the other documents and agreements required to effectuate this Agreement shall be resolved by binding arbitration through the American Arbitration Association in New York, New York. It is further agreed that the prevailing party will be awarded its own attorneys fees and costs in connection with such arbitration.

8.7 Severability. Whenever possible, each provision or portion of any provision of this Agreement, including those contained in Section 4 hereof, will be interpreted in

such manner as to be effective and valid under applicable law but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction. In addition, should a court or arbitrator determine that any provision or portion of any provision of this Agreement, including those contained in Section 4 hereof, is not reasonable or valid, either in period of time, geographical area, or otherwise, the parties hereto agree that such provision should be interpreted and enforced to the maximum extent which such court or arbitrator deems reasonable or valid.

8.8 Entire Agreement. From and after the Effective Date, this Agreement constitutes the entire agreement between the parties hereto and supersedes all prior representations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof including, without limitation, any prior course of dealings and the Consultant's previous employment agreement, dated February 6, 2012.

8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

8.10 Binding Effect. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of each of the parties, including, without limitation, the Consultant's heirs and the personal representatives of the Consultant's estate and any successor to all or substantially all of the business and/or assets of the Company.

8.11 General Interpretive Principles. The name assigned to this Agreement and headings of the sections, paragraphs, subparagraphs, clauses and subclauses of this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of any of the provisions hereof. Words of inclusion shall not be construed as terms of limitation herein, so that references to "include", "includes" and "including" shall not be limiting and shall be regarded as references to non-exclusive and non-characterizing illustration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BEECHCRAFT, LLC

By: _____
Name:
Title:

_____
ROBERT S. MILLER

ADDENDUM A

Permitted Activities

- Chairman of the Board of Directors of AIG International Group, Inc.
- Member of the Board of Directors of Symantec Corporation
- Chairman of Mid Ocean Partners
- Member of Advisory Board for Jackson Family Farms
- Member of Board of Directors of Moore Mill and Lumber Company

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. Worth W. Boisture, Jr.
[•]

Re: Employment Terms

Dear Mr. Boisture:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC (together with its subsidiaries, the "Company") upon such emergence, is entered into by you and the Company as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Chief Executive Officer. You will report directly to the Company's Board of Directors (the "Board") and will be a member of the senior leadership team of Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) ("Beechcraft Corporation").

Compensation

- **Base Salary** – Your base salary is $630,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with Beechcraft Corporation's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Board, and may be adjusted upward (but not downward) by the Board or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 100% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Board, and may be adjusted upward (but not downward) by the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash

payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus that may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15)

days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Board; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 23, 2009 by and between you and Beechcraft Corporation), oral or written between and among them with respect to such matters.

Miscellaneous
This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you.

This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft, LLC

Agreed to and accepted:

Signature: _____
Worth W. Boisture, Jr.

Date: _____

Agreed to and accepted:
Beechcraft, LLC

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. Shawn Vick
2224 M. Williamsgate Court
Wichita, KS 67228

Re: Employment Terms

Dear Mr. Vick:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Executive Vice President, Customers. You will report directly to either the Chief Executive Officer or Chief Operating Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $342,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 75% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer or Chief Operating Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 12, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
Shawn Vick

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. [Bill / William] James
[•]

Re: Employment Terms

Dear Mr. James:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Vice President, Engineering **[and Chief Technology Officer]**. You will report directly to either the Chief Executive Officer or Chief Operating Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $220,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 60% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash

payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15)

days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer or Chief Operating Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied, oral or written between and among them with respect to such matters.

Miscellaneous
This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and

returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
[Bill / William] James

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date:_____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. [Bill / William] Brown
13414 E. Mainsgate
Wichita, KS 67228

Re: Employment Terms

Dear Mr. Brown:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Executive Vice President, Global Operations. You will report directly to either the Chief Executive Officer or Chief Operating Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $302,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 75% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer or Chief Operating Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 12, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
[Bill / William] Brown

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. Alexander Snyder
12700 Meadow Court
Wichita, KS 67206

Re: Employment Terms

Dear Mr. Snyder:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC (together with its subsidiaries, the "Company") upon such emergence, is entered into by you and the Company as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Executive Vice President, General Counsel and Corporate Secretary. You will report directly to the Chief Executive Officer of the Company and will be a member of the senior leadership team of Beechcraft Corporation ("Beechcraft Corporation").

Compensation

- **Base Salary** – Your base salary is $325,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with Beechcraft Corporation's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 75% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company; or (vi) your ceasing to hold the title or responsibilities of a General Counsel of a company required to file periodic reports pursuant to the Securities Exchange Act of 1934, as amended]. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 12, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft, LLC

Agreed to and accepted:

Signature: _____
Alexander Snyder

Date: _____

Agreed to and accepted:
Beechcraft, LLC

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Ms. Karin-Joyce Tjon
6365 Collins Avenue, Apt. 807
Miami Beach, FL 33141

Re: Employment Terms

Dear Ms. Tjon:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC (together with its subsidiaries, the "Company") upon such emergence, is entered into by you and the Company as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Chief Financial Officer. You will report directly to the Chief Executive Officer of the Company and will be a member of the senior leadership team of Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) ("Beechcraft Corporation").

Compensation

- **Base Salary** – Your base salary is $300,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with Beechcraft Corporation's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 40% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated August 3, 2011 by and between you and Beechcraft Corporation), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft, LLC

Agreed to and accepted:

Signature: _____
Karin-Joyce Tjon

Date: _____

Agreed to and accepted:
Beechcraft, LLC

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. [Dave / David] Rosenberg
8219 East Old Mill Court
Wichita KS 67226

Re: Employment Terms

Dear Mr. Rosenberg:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Vice President, Strategic Planning and Programs. You will report directly to the Chief Executive Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $200,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 40% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company.

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including

weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 27, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous
This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
[Dave / David] Rosenberg

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Ms. Christi Tannahill
2673 N. Bayside Court
Wichita, KS 67205

Re: Employment Terms

Dear Ms. Tannahill:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Senior Vice President, Global Customer Support. You will report directly to either the Chief Executive Officer or Chief Operating Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $245,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 75% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer or Chief Operating Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 12, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
Christi Tannahill

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. Russ Bartlett
549 N. Bristol Ct.
Wichita, KS 67206

Re: Employment Terms

Dear Mr. Bartlett:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be President of **[Beechcraft Defense Company, LLC, a subsidiary of the Company]**. You will report directly to the Chief Executive Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $225,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 50% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the*

Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied, oral or written, between and among them with respect to such matters.

Miscellaneous
This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you.

This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
Russ Bartlett

Printed Name: _____

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

[BEECHCRAFT, LLC LETTERHEAD]

January ___, 2013

Mr. Sharad B. Jiwanlal
12128 E. Killenwood Drive
Wichita, KS 67206

Re: Employment Terms

Dear Mr. Jiwanlal:

This letter (the "Agreement"), which shall be effective on the date of the emergence of Hawker Beechcraft, Inc. ("HBI") and its debtor affiliates from bankruptcy proceedings under Chapter 11 of the Bankruptcy Code (the "Effective Date"), the equity interests of such parties to be acquired by Beechcraft, LLC ("Beechcraft, LLC") upon such emergence, is entered into by you and Beechcraft Corporation (f/k/a Hawker Beechcraft Corporation) (the "Company") as of the Effective Date. The Agreement is meant to summarize your current compensation and outline the terms and conditions of your employment with the Company.

Title
Your title and position will be Vice President, Human Resources. You will report directly to the Chief Executive Officer of the Company and will be a member of the senior leadership team of the Company.

Compensation

- **Base Salary** – Your base salary is $260,000 (USD) per year, and will be paid semi-monthly, less applicable statutory withholding, in accordance with the Company's normal payroll procedures. Your base salary will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board of Directors of the Company (the "Board") or a committee thereof in its discretion.

- **Bonus** – You will also be eligible to receive an annual incentive payment under the Company's annual bonus plan as may be in effect from time to time based on a target bonus opportunity equal to 50% of your then current annual base salary (the "Target Bonus"). Your Target Bonus will be reviewed annually, or more frequently in the discretion of the Company's Chief Executive Officer, and may be adjusted upward (but not downward) by the Company's Chief Executive Officer, the Board or a committee thereof in its discretion. Payment of the Target Bonus is based on achieving performance goals related to the Company's performance or other criteria designated by the Board.

- **Benefits and Additional Compensation** – As an employee of the Company, you shall be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability for the benefit of other senior executives of the Company. Furthermore, in consideration of your acceptance of the terms contemplated in this Agreement, you will be entitled to receive a Management Incentive Award, as defined in the *Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of*

the Bankruptcy Code [Docket No. 913], as amended from time to time (the "Plan of Reorganization") (the "Management Incentive Award"), in the form of a lump sum cash payout pursuant to the Management Compensation Plan, as detailed in Article V.B of the Plan or Reorganization and Article IV, Section H and Article V, Section E of the *Amended Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 914] (the "Management Compensation Plan"), copies of which shall be provided to you under separate cover. To the extent your Management Incentive Award is earned pursuant to the terms of the Management Compensation Plan, such Management Incentive Award shall be paid on or as soon as reasonably practicable after the Effective Date (such term, as defined in the Plan of Reorganization for this paragraph of the Agreement only).

At-Will Employment

The Company looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

Severance

Upon termination of your employment (x) by the Company without Cause (excluding as a result of death or Disability), or (y) by you for Good Reason, the Company will pay you a lump sum cash payment in an amount equal to your then current annual base salary ("Severance") within sixty (60) days following the date of such termination. Severance will only be payable if you deliver to the Company and do not revoke a general release of claims in favor of the Company in a form reasonably satisfactory to the Company. Such release must be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. To the extent payment of any amount of the Severance constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the sixtieth (60th) day following such termination of employment and will include payment of any amount that was otherwise scheduled to be paid prior thereto. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment within sixty (60) days following the date of termination"), the actual date of payment within the specified period will be within the sole discretion of the Company. In addition to the foregoing, you will be entitled in connection with your termination to any payment in respect of an annual bonus which may be provided under the terms and conditions of a management incentive plan of the Company in effect at the time of your termination; provided that, for clarity, this sentence shall not be construed as a guarantee that such plan will provide for post-termination payments and, if it does, the terms and conditions under which you may be eligible for such payments.

For purposes of this Agreement:

"Cause" means your (A) continued failure to follow the lawful directives of the Board or a more senior executive of the Company after written notice from the Company and a period of no less than thirty (30) days to cure such failure; (B) willful misconduct or gross negligence in the

performance of your duties; (C) conviction of, or pleading of guilty or nolo contendere to, a felony; (D) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (E) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (F) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (G) breach of any written agreement between you and the Company and/or its affiliates that causes demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board.

"Disability" means your failure to have performed your material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period, as determined by the Board in its reasonable discretion.

"Good Reason" means the occurrence of any of the following events without either your prior express written consent or cure by the Company within 30 days after you give written notice to the Company describing the event and requesting cure: (i) any material diminution in your authorities, titles or offices as are in effect on the date hereof; (ii) a material change in the reporting structure so that you report to anyone other than the Chief Executive Officer of the Company; (iii) any decrease in either base salary or Target Bonus; (iv) any material breach by the Company, or any of its affiliates, of any material obligation to you under this Agreement; or (v) the failure of the Company to obtain the assumption in writing of its obligation to perform this Agreement by any successor to it, including any successor to all or substantially all of the business and assets of the Company. For Good Reason to exist, (a) you must provide notice of the Good Reason within ninety (90) calendar days of your knowledge of the event constituting Good Reason, (b) the Company must fail to cure such event within fifteen (15) days of such notice and (c) you must terminate employment within ten (10) days of such failure to cure.

Employment Taxes
All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

Confidentiality
To be eligible for these benefits, unless the terms and conditions of this Agreement have been made public by the Company, you must keep the terms and conditions of this Agreement strictly confidential, except for disclosures to your immediate family.

Entire Agreement
This Agreement the entire agreement and understanding between you and the Company with respect to your employment with the Company and your compensation and benefits, and supersedes and replaces any prior agreements and understandings, express or implied (including but not limited to your previous employment agreement dated March 12, 2012 by and between you and HBI), oral or written between and among them with respect to such matters.

Miscellaneous

This letter, including but not limited to its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized officer of the Company and you. This Agreement will terminate and become null and void if it is not accepted, signed and returned by [•]. This Agreement will be binding upon, and enforceable against, the Company's successors and assigns, including any successor to the Company's business or operations.

Remainder of page intentionally left blank

If the foregoing is acceptable to you, please sign this letter in the space provided below.

Sincerely,
Beechcraft Corporation

Agreed to and accepted:

Signature: _____
Sharad B. Jiwanlal

Date: _____

Agreed to and accepted:
Beechcraft Corporation

By: _____

Printed Name: _____

Title:

Date: _____

EXHIBIT N

List of Finalized Amended Vendor Agreements

List of Finalized Vendor Agreements

	Creditor Name	Contract
1	A.E. Petsche Company, Inc.	Amendment Number 1 to the Fixed Pricing Agreement Dated: 03/15/2006 (HBC-05925-PA)
2	A.M. Castle & Co.	Amendment Number 1 to the Master Purchase Agreement Dated 11/15/2010 (HBC-05504-MPA)
3	Achieve Global	Cure Letter Agreement Regarding Master Agreement"Dated: 03/14/2008 (HBC-02584-OTHER)
4	ACR Electronics	Cure Letter Agreement Regarding PO Number 4504315420
5	Advanced Welding Technologies LLC	Cure Letter Agreement Regarding Master Purchase Agreement"Dated: 02/23/2011 (HBC5945MPA)
6	Aernnova Aerospace Mexico, S.A. DE C.V.	Amendment Number 3 to the Master Purchase Agreement Dated: 04/19/2010 (HBC-04841-MPA)
7	Aero Mach Labs. Inc	Amendment Number 1 to the Core Management Agreement Dated: 07/20/2011 (HBC-04850-CMA Amendment 1)
8	Aerofit, Inc	Amendment Number 7 to the Fixed Pricing Agreement Dated 04/04/2005 (RAC-469-PA)
9	Aerospace Systems & Components	Amendment Number 1 to the Fixed Pricing Agreement"Dated: 03/01/2008 (HBC-1491-PA-Amend 1)
10	Aerospace Turbine Rotables Inc.	Cure Letter Agreement Regarding Core Management Agreement Dated: 09/06/2011 (HBC-06071-CMA)
11	Air Liquide Industrial US LP	Cure Letter Agreement Regarding Master Purchase and Support Agreement"Dated: 04/01/2007 (HBC-13333-MRO)
12	Airgas Mid South Inc	Cure Letter Agreement Regarding PO Numbers 4504118445, 4504071366, & 4504191664
13	Apco Worldwide (India) Private Limited	Cure Letter Agreement Regarding Services Agreement (HBC-06801-OTHER)
14	APPH Wichita Inc.	Cure Letter Agreement Regarding Fixed Pricing Agreement Dated: 05/01/2010 (HBC-02273-PA)
15	Astronics - Max Viz, Inc	Cure Letter Agreement Regarding Master STC Document Usage Agreement Dated 11/20/2009 (HBC-04299-STC)
16	B & B Airparts	Amendment Number 6 to the Pricing Agreement Dated 09/12/2005 (RAC-634-PA-Amend 6)
17	B/E Aerospace, Inc.	Amendment Number 4 to the Fixed Pricing Agreement"Dated: 07/15/2011 (RAC-1143-PA)
18	B/E Aerospace, Inc.	Amendment Number 2 to the Fixed Pricing Agreement"Dated: 06/01/2006 (HBC-01165-PA)
19	B/E Aerospace, Inc.	Amendment Number 5 to the Master Purchase and Support Agreement"Dated: 05/21/2010 (HBC-04802-MPA)

This List of Finalized Amended Vendor Agreements is not necessarily exhaustive, and certain Amended Vendor Agreements may have been unintentionally omitted from this list. The absence of any Amended Vendor Agreement from this List of Finalized Amended Vendor Agreements does not in any way invalidate such Amended Vendor Agreement or impact the Debtors' authorization to enter into such Finalized Amended Agreement and perform their obligations thereunder pursuant to the Plan.

List of Finalized Vendor Agreements

	Creditor Name	Contract
20	Back Office Associates LLC	Cure Letter Agreement Regarding Master Services Agreement (Master Services Agreement, Master Software License, Maintenance Agreement and all Open Purchase Orders)
21	Barton Solvents Inc.	Cure Letter Agreement Regarding PO Number 4504321566
22	Bose Corporation	Cure Letter Agreement Regarding PO Number 4504341466
23	Brunswick Group LLC	Cure Letter Agreement Regarding Services Agreement
24	Buckley Industries, Inc.	Amendment Number 1 to the Fixed Pricing Agreement"Dated: 02/15/2011 (HBC-05791-PA)
25	Carlton Life Support Systems, Inc.	Amendment Number 1 to the Master Purchase and Support Agreement"Dated: 03/27/2007 (HBC-02289-MPSA)
26	CAV Aerospace Ltd	Amendment Number 5 to the Master Purchase and support agreement"Dated 07/16/2004 (RAC-090-B2P Amend 5)
27	CE Machine Company, Inc.	Amendment Number 4 to the Master Purchase and Support Agreement"Dated 01/05/2007 (HBC-1126-B2P)
28	Chelton Avionics, Inc.	Post Petition Fixed Pricing Agreement (HBC-07263-PA)
29	Click Bond Inc.	Post Petition Fixed Pricing Agreement (HBC-07323-PA)
30	CMC Electronics, Inc.	Amendment Number 7 to the Master Purchase and support agreement"Dated 11/11/2005 (RAC-549-JPATS)
31	Conax	Amendment Number 2 to the Master Purchase and Support Agreement (HBC-03617-MPSA)
33	Continental Datagraphics	Amendment Number 1 to the Fixed Pricing Agreement"Dated: 01/01/2006 (HBC-05070-OTHER)
34	Continental Motors, Inc.	Post Petition Fixed Pricing Agreement (HBC-04608-MPA)
35	Cornerstone Ondemand Inc	Cure Letter Agreement Regarding License & Services Agreement"Dated: 12/18/2007 (HBC-02326-OTHER)
36	Cox Machine	Cure Letter Agreement Regarding Fixed Pricing Agreement"Dated: 04/10/2007 (HBC1691PA & HBC2646JP)
37	Damar Machine Company Inc.	Cure Letter Agreement Regarding Supply Agreement"Dated: 03/06/2008 (HBC2561JP)

This List of Finalized Amended Vendor Agreements is not necessarily exhaustive, and certain Amended Vendor Agreements may have been unintentionally omitted from this list. The absence of any Amended Vendor Agreement from this List of Finalized Amended Vendor Agreements does not in any way invalidate such Amended Vendor Agreement or impact the Debtors' authorization to enter into such Finalized Amended Agreement and perform their obligations thereunder pursuant to the Plan.

List of Finalized Vendor Agreements

	Creditor Name	Contract
38	Damping Technologies, Inc.	Amendment Number 1 to the Fixed Pricing Agreement Dated: 03/06/2008 (HBC-03796-PA)
39	Dassault Systemes Americas Corp.	Cure Letter Agreement Regarding General Terms & Conditions Agreement (RAC-01636-Other & 4504309003)
40	DCI Group LLC	Cure Letter Agreement Regarding Assignment Agreement (HBC-01961-OTHER)
41	DJ Engineering Inc.	Cure Letter Agreement Regarding Blanket Agreement Dated: 11/30/2001 (4600003909)
42	Electro Enterprises	Amendment Number 1 to the Fixed Pricing Agreement Dated: 02/22/2011 (HBC-05922-PA)
43	Elfon, LTD.	Amendment Number 4 to the Master Purchase and Support Agreement (HBC-02348-MPSA)
44	Epic Data Corporation	Cure Letter Agreement Regarding Services Agreement (4504405615)
45	Esterline Control Systems - Mason	Cure Letter Agreement Regarding Master Purchase and support agreement Dated 10/10/2005 (HBC-07283-PA)
46	Esterline Control Systems - Mason	Post Petition Fixed Pricing Agreement
47	FlightSaftey International Inc	Amendment Number 9 to the 1986 Training Agreement (as Amended & Restated) 1/4/13 (1986 Training Agreement)
48	FlightSaftey International Inc	Post Petition Letter Agreement Dated 1/4/2013
49	Garmin USA, Inc.	Amendment Number 4 to the Master Purchase and Support Agreement Dated: 03/15/2004 (RAC-019.CON)
50	General Atomics Aeronautical Systems, Inc.	Cure Letter Agreement Regarding Basic Order Agreement Dated: 03/02/2007 (HBC-03600-OTHER)
51	Gerding Enterprises Inc	Cure Letter Agreement Regarding Fixed Pricing Agreement"Dated: 05/23/2011 (HBC6102PA)
52	GKN Aerospace Services LTD A/K/A GKN Luton	Amendment Number 3 to the Purchase & Support Agreement dated 3/10/1997 (MPSA 03/10/1997)
53	Global Engineering and Technology, Inc.	Amendment Number 11 to the Master Purchase and Support Agreement"Dated: 02/27/2004 (RAC-021-MPSA)
54	Goodrich Corporation	Cure Letter Agreement Regarding Master Purchase and Support Agreement Dated: 01/08/2008 (HBC-02344-MPSA, HBC-02260-MPSA, RAC-1153-PA & HBC-05911)
55	Goodrich Sensors and Integrated Systems	Amendment Number 1 to the General Terms & Conditions Agreement"Dated: 10/10/2011 (HBC-05911)
56	Goodwill Industries of Kansas Inc	Cure Letter Agreement Regarding Pricing Agreement Dated 05/10/2006 (RAC-1076-PA)

This List of Finalized Amended Vendor Agreements is not necessarily exhaustive, and certain Amended Vendor Agreements may have been unintentionally omitted from this list. The absence of any Amended Vendor Agreement from this List of Finalized Amended Vendor Agreements does not in any way invalidate such Amended Vendor Agreement or impact the Debtors' authorization to enter into such Finalized Amended Agreement and perform their obligations thereunder pursuant to the Plan.

List of Finalized Vendor Agreements

	Creditor Name	Contract
57	Grupo American Industries, S.A. de C.V.	Amendment Number 5 to the Manufacturing Licesne Agreement"Dated: 10/06/2011 (Shelter Agreement)
58	GT Midwest	Amendment Number 4 to the Fixed Pricing Agreement Dated: 01/01/2008 (HBC-01978-PA)
59	Harlow Aerostructures, LLC	Cure Letter Agreement Regarding Master Purchase and Support Agreement"Dated: 08/11/2009 (HBC-02290-MPSA)
60	Honeywell International Inc	Amendment Number 6 to the Overriding Agreement Dated 10/09/1990
61	Honeywell International Inc	Cure and Assumpton Agreement re Master Purchase and Support Agreement Nos. HBC-02079-MPSA and HBC-03256-MPSA, Amendment No. 1 to Master Purchase and Support Agreement #HBC-03256-MPSA
62	Honeywell International Inc	Cure and Assumpton Agreement re Master Purchase and Support Agreement Nos. HBC-02079-MPSA and HBC-03256-MPSA, Amendment Number 3 to Master Purchase and Support Agreement #HBC-02079-MPSA
63	Jeppesen Sanderson Inc.	Letter Agreement re Aircraft Manufacturer License and Cooperaton Agreement #HBC-05735-OTHER Dated 11/11/2012
64	Johnson Controls	Leter Agreement re Service Agreement (HBC-02128-SA) Dated 10/01/2007
65	Korry Electronics Co	Letter Agreement re HBC-03585-MPSA/Fixed Pricing Agreement #HBC-07329-PA Dated 11/2/12
66	L-3 Communications	Amendment Number 2 to Master Purchase and Support Agreement Number HBC-03567-MPSA Dated 01/05/2010
67	L-3 Communications Aviation Recorders	Post Petition Fixed Pricing Agreement (HBC-01923-PA)
68	Labinal DE Mexico, S.A. DE C.V.	Amendment Number 2 to Master Purchase and Support Agreement Number HBC-03567-MPSA Dated 01/05/2010
69	Lee Air, Inc.	Amendment Number 12 to Master Purchase and Support Agreement Number RAC-008.CON Dated 11/06/2003
70	Liehberr Aerospace Toulouse SAS	Letter Agreement re Master Purchase Agreement HBC-03072-MPA Dated
71	Life Support International	Letter Agreement re Master Purchase Agreement HBC-02380-MPSA dated 01/01/2007
72	Lockheed Martin Mission Systems & Sensors	Letter Agreement re PO4503548133 and 4503485636
73	Martin-Baker Aircraft Company LTD	Amendment Number 1 to Master Purchase and Support Agreement HBC-01963-MPSA Dated 04/11/2007

This List of Finalized Amended Vendor Agreements is not necessarily exhaustive, and certain Amended Vendor Agreements may have been unintentionally omitted from this list. The absence of any Amended Vendor Agreement from this List of Finalized Amended Vendor Agreements does not in any way invalidate such Amended Vendor Agreement or impact the Debtors' authorization to enter into such Finalized Amended Agreement and perform their obligations thereunder pursuant to the Plan.

List of Finalized Vendor Agreements

	Creditor Name	Contract
74	Maxima	Letter Agreement re Fixed Pricing Agreement Number RAC-650-PA Dated 05/11/2006
75	Medaire	Letter Agreement re Service Agreement Number HBC-04974-Other Dated 05/06/2010
76	Meggit Aerospace Ltd	Letter Agreement re RAC-387-MPSA, HBC-03813-PA, MABS4000PS, RAC-533-MPSA, HBC5564CAT, HBC4734CAT, HC-02835-MPSA and any other agreements or open purchase orders issued prepetition
77	Millennium Concepts, Inc.	Amendment Number 1 to Amended and restated Master Purchase Agreement Number HBC-05699-B2P dated 08/27/2010
78	Millennium Concepts, Inc.	Amendment Number 2 to Master Purchase Agreement Number HBC-05061-MPA Dated 11/01/2010
79	Millennium Concepts, Inc.	Amendment Number 1 to the Master Purchase Agreement Number HBC-06053-B2P Dated 03/01/2011
80	MPM Inc.	Letter Agreement Regarding Supply Agreement Number RAC-913 Dated 12/23/2010
81	Netlink Global Solutions	Amendment Number 1 to the MRO Professional Services Agreement #HBC-06557-MRO Dated 1/1/12
82	Pacific Scientific Energetic Materials Company (Ca	Amendment Number 1 to Price Agreement Number HBC-3152
83	Pinkerton Government Services, Inc	Letter Agreement re Master Services Agreement Number HBC-02011-Other Amend 4 Dated 08/29/2007
84	Pratt & Whitney Canada Corp	Revision Number 11 to Engine Purcahse & Support Agreement Dated 12/31/1994
85	Pratt & Whitney Canada Corp	Amendment Number 4 to Long Term Agreement Number RAC-96-2001 Dated: 12-01-1996
86	Printing Inc	Letter Agreements re Open Purchaes Orders Under Fixed Pricing Agreement Dated 01/30/2008
87	Raisbeck Engineering	Amendment Number 2 to the Dealership Agreement Dated 07/28/2009 (HBC-03799-MPA)
88	Rockwell Collins, Inc.	Amendment 3 to Master Purchase and Support Agreement Number RAC-289-MPSA Dated 12/07/2011
89	Rockwell Collins, Inc.	Cure Letter Agreement Regarding CASP Agreement Dated 1/1/2004
90	Rockwell Collins, Inc.	Cure Letter Agreement Regarding Master Services Agreement dated May 19, 2010
91	SBM Management Services LP	Service Agreement"Dated: 04/20/2009 (HBC-02039-SA)

	Creditor Name	Contract
92	Schenker Logistics, Inc.	Amendment Number 3 to the Logistics Master Service Agreement Dated 04/19/2010 (HBC-03990-OTHER)
93	Skandia	Letter Agreement re Fixed Pricing Agreement HBC-05466-PA Dated 10/15/2010
94	Supermarine of Little Rock	Letter Agreements re Fixed Pricing Agreement HBC-03336-PA Dated 01/01/2009
95	Takata Protection Systems Inc.	Agreement re Master Purchase Agreement No. HBC-05543-MPA Dated 03/07/2011
96	Tighitco Latinoamerica, S.A. DE C.V.	Amendment Number 1 to Amended and Restated Master Purchase Agreement Number HBC-02295-B2P (MP&SA) Dated 03/07/2011
97	Tracback Solutions, Inc.	Amendment Number 2 to Parcel Shipping Optimization Service Agreement Number HBC-06062-Other Dated 04/18/2011
98	Triumph Structures Kansas City	Amendment Number 2 to Fixed Price Agreement Number HBC-02373-PA Dated 01/18/2008
99	Triumph Structures Kansas City	Amendment Number 2 to Agreement Number HBC-03011-PA
100	TW Metals, Inc.	Amendment Number 1 to Master Purchase Agreement effective 11/15/2010 (including all associated purchase ordres issued thereunder)
101	UFC Aerospace	Letter Agreement re Fixed Pricing Agreement HBC-04804-PA Dated 06/16/2010
102	Unifirst Corporation	Letter Agreements re Service Agreement HBC-02203-SA Dated 10/26/2007
103	Unipak Aviation Corporation	Letter Agreement re Core Management Agreement HBC-6118-CMA Dated 04/11/2011
104	Universal Weather & Aviation	Letter Agreement re Open Purchase Orders Under Fuel Provider Agreement
105	Vertex Inc	Letter Agreement re Tax Software License Agreement Dated 04/08/2012
106	Wesco Aircraft	Amendment Number 1 to Fixed Pricing Agreement Number HBC-05921-PA Dated 04/01/2011
107	Wichita State University	Amendment Number 2 to Subcontract Agreement Number RAC-058-Other Dated 12/17/2009