

**PURCHASE ORDER ATTACHMENT GA-001 (Continued)
Novation Agreement**



**PURCHASE ORDER ATTACHMENT GA-001
NOVATION AGREEMENT**

(Transferor), a corporation duly organized and existing under the laws of the State of _____ with its principal office in _____ and _____ (Transferee), a corporation duly organized and existing under the laws of the State _____ with its principal office in _____, and the Raytheon Company ("Raytheon") enter into this Agreement as of _____.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) Raytheon has entered into certain subcontracts with Transferor as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the subcontracts," as used in this Agreement, means the above subcontracts and purchase orders made between Raytheon and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if Raytheon or the Transferor has any remaining rights, duties, or obligations under these subcontracts and purchase orders). Included in the term "the subcontracts" are also all modifications made under the terms and conditions of these subcontracts and purchase orders between Raytheon and the Transferee, on or after the effective date of this Agreement.
- (2) As of _____ the Transferor has transferred to the Transferee certain assets of Transferee by virtue of an Agreement of purchase and sale between the Transferor and Transferee.
- (3) The Transferee has acquired certain assets of Transferor including certain open subcontracts by virtue of the above transfer.
- (4) The Transferee has assumed all obligations and liabilities of Transferor under the subcontracts by virtue of the above transfer.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the subcontracts.
- (6) It is consistent with Raytheon's interest to recognize the Transferee as the successor party to the subcontracts.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- (1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against Raytheon that it now has or may have in the future in connection with the subcontracts.

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- (2) The Transferee agrees to be bound by and to perform each subcontract in accordance with the conditions contained in the subcontracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the subcontracts as if the Transferee were the original party to the subcontracts.
- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the subcontracts, with the same force and effect as if the action had been taken by the Transferee.
- (4) Raytheon recognizes the Transferee as the Transferor's successor in interest in and to the subcontracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the subcontracts as if the Transferee were the original party to the subcontracts. Following the effective date of this Agreement, the term "Contractor," or "Subcontractor" as used in the subcontracts, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of Raytheon Company against the Transferor.
- (6) All payments and reimbursements previously made by Raytheon to the Transferor, and all other previous actions taken by Raytheon under the subcontracts, shall be considered to have discharged those parts of Raytheon's obligations under the subcontracts. All payments and reimbursements made by Raytheon after the date of this Agreement in the case of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of Raytheon's obligations under the subcontracts, to the extent of the amounts paid or reimbursed.
- (7) The Transferor and the Transferee agree that Raytheon is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that Raytheon in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the subcontracts.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should these

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**PURCHASE ORDER ATTACHMENT GA-001 (Continued)
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subcontracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

- (9) The subcontracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

Transferor

By

Title

Transferee

By

Title

Raytheon Company

By: Raytheon Systems Company

By

Title

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CERTIFICATE

I, _____, certify that I am the Secretary of _____ (Transferor); that _____ who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ Day of _____, 200____.

By: _____

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CERTIFICATE

I, certify that I am the Secretary of _____ (Transferee); that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____, 200_____.

By: _____

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EXHIBIT A

Raytheon Purchase Order Nos.

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