

Date: September 1999**EXHIBIT A**

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT **F09603-87-C-0106****

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect in June 1987.

<u>FAR/DFARS_</u> <u>Reference</u>	<u>Title</u>
52.204-2	Security Requirements (APR 84) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.208-1	Required Source for Jewel Bearings (APR 84) (Applies only if items to be delivered contain such items.)
52.215-26	Integrity of Unit Prices (Excluding paragraph (c)) (JUL 86)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 85)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity (APR 84) [Subparagraphs (b)(1) through (11)]
52.225-10	Duty-Free Entry (APR 84)
52.227-1	Authorization and Consent (APR 84)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting (APR 84)
52.246-23	Limitation of Liability (APR 84)
252.215-7000	Aggregate Pricing Adjustments (APR 85)

252.225-7002	Qualifying Country Sources as Subcontractors (OCT 80)
252.225-7009	Preference for Certain Domestic Commodities (OCT 80)
252.225-7012	Preference for Domestic Specialty Metals (OCT 80)
252.225-7014	Duty-Free Entry - Additional Provisions (AUG 84)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)
252.231-7000	Supplemental Cost Principles (APR 84)

The following clauses also apply if the contract price exceeds \$10,000:

52.222-20	Walsh-Healy Public Contracts Act (APR 84)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)
52.222-36	Affirmative Action for Handicapped Workers (APR 84)

The following clauses also apply if the contract price exceeds \$100,000:

52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 83)
52.215-2	Audit - Negotiation (APR 84) (Applies only if contract is other than Firm-Fixed-Price, if cost or pricing data was required or if cost, funding or performance reports will be furnished.)
52.223-2	Clean Air and Water (APR 84) (Also applicable if Seller's facility has been the subject of a conviction under the Clean Air Act or Federal Water Pollution Control Act.)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringements (APR 84) ("Contracting Officer" means Buyer.)
52.248-1	Value Engineering (APR 84)

The following clauses also apply if the contract price exceeds \$500,000:

52.219-9 Small Business and Small Disadvantaged Business Subcontracting
Plan (APR 84)

The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:

252.227-7016 Rights in Bid or Proposal Information (JUN 95)
252.227-7030 Technical Data - Withholding of Payment (OCT 88) ("Contracting
Officer" and "Government" means Buyer.)

Additional Provisions:

ANTI-KICKBACK PROCEDURES. Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S. C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.

A = ADDED

D = DELETED

R = REVISED