

SUMMARY OF REVENUE CONTRACTS  
PACIFIC CORPORATION SUBSIDIARIES

FLYING & SUPPORT SERVICES

I. Air America Contracts With U.S. Government

University of Texas at Dallas - Department of Special Collections

Contract No.	Period	Organization	Services
1. F11626-72-C-0036	1 July 1972 - 30 June 1973	United States Air Force, Hqs. Military Airlift Command Scott AFB, Ill. 62225	DC-4/6 Flying services in Japan. Amount of funds on contract: \$1,026,800.35 (est.)
2. AID/VN-100	1 July 1971 - 30 June 1973	Department of State USAID Bureau for Vietnam Contracts Office VN/CO Washington, D.C. 20523	Flying services and other support services in South Vietnam. Amount of funds on contract: \$23,959,713.00 and VNS360,000.00
3. F49604-69-C-0023	1 July 1969 - 30 June 1973	United States Air Force, Hqs. Logistical Support Group Prov., Headquarters Command, USAF Bolling Air Force Base Washington, D.C.	Flying services and other support services in South Vietnam. Amount of funds on contract: \$3,600,000.00 (est.)
4. AID-493-66	1 July 1970 - 30 June 1973	Department of State USAID thru USOM/Thailand APO 96346	Flying Services in Thailand. Amount of funds on contract: \$1,500,000.00 (est.)
5. FO4606-71-C-0002	1 July 1970 - 30 June 1973	United States Air Force (Deputy Chief, Joint U.S. Military Advisory Group, Thailand) Hqs. PACAF/LGPS APO San Francisco 96553	Flying services and aircraft maintainan services in Thailand and Laos. Amount of funds on contract: \$62,321,600.00

**Contract No.**  
DAJB17-72-C-1021

**Period**  
25 August 1971 -  
30 June 1973

**Organization**  
United States Army  
thru U.S. Army Technical Group  
Box 6, APO 96263

**Services**  
Call aircraft flying services in Taiwan  
and elsewhere with DC4/6 type aircraft.  
Amount of funds on contract:  
Funds are obligated as necessary

**AID-439-777**

**Period**  
1 October 1968 -  
30 June 1973

**Organization**  
Department of State  
USAID/Laos  
c/o American Embassy  
Vientiane, Laos

**Services**  
Aircraft Traffic Services and other ground  
services at Wattay Airport, Vientiane, Laos.  
Amount of funds on contract:  
\$4,847,500.00

**F62272-73-C-0020**

**Period**  
5 September 1972 -  
until terminated

**Organization**  
United States Air Force  
thru PACAF Procurement Center  
Thailand  
APO San Francisco 96346

**Services**  
Educational Services Agreement for  
education of U.S. Government sponsored  
dependents at the Air America, Inc.  
School Udorn, Thailand  
Amount of funds on contract:  
\$23,250.00 (est.)

**Air America Contracts With Others**

**Contract No.**  
3-008

**Period**  
1 March 1973 -  
28 February 1974

**Organization**  
International Commission  
for Control and Supervision.

**Services**  
Flying and support services in South  
Vietnam. Approximately \$450.00 per month.

**0-34**

**Period**  
1 July 1972 -  
30 June 1973

**Organization**  
Subcontract to Chinese  
Air Force

**Services**  
C123 and C-46 Flying services in South  
Vietnam for USAF. Approximately \$5,000/mo.  
(6% of \$90,000/mo. invoice)

**Air Asia Contracts With Others**

**Contract No.**  
9069

**Period**  
Open

**Organization**  
Consolidated Electric  
Equipment Company

**Services**  
Flying and Maintenance Services in  
Thailand. \$2,000 per month.

University of Texas at Dallas - Department of Special Collections

CONTRACT AF62(531)-1841

Issued by: HQ Air Procurement Region, Far East (Air Force Logistics Command)  
APO San Francisco, CA 963232

Contractor: Air America, Inc.

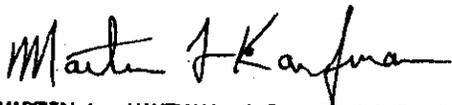
Effective Date: 1 July 1965

Purchase Request by: Deputy Chief, JUSMAG, Thailand

Contract Amount: \$1,500,000

Coverage: Operation and maintenance of from four (4) to thirty (30) US Government-furnished UH-34 aircraft.

Included call services for flying services of specified contractor-furnished aircraft.



MARTIN L. KAUFMAN, Colonel, USAF 16 April 1991  
Former Contracting Officer  
USAF Air America Program, 1968-1973

FP-Open <b>NEGOTIATED CONTRACT</b>		JES	DEPARTMENT Air Force	EFFECTIVE DATE 1 July 1965	SHEET NO. 1	NO. OF SHEETS 2
OR OTHER PURCHASE AUTH. NO. <b>DCHJUSMAG 66-1</b>		NEGOTIATED PURSUANT TO <b>see Cont. Sheet</b>	DISCOUNT TERMS Net	CONTRACT NO. AF62(531)-1841		
USED BY Air Procurement Region, Far East (AFLC) APO San Francisco 96323			MAIL INVOICES TO INVOICES (for vendor's shipping documents used as invoices) will be addressed to the accounting and finance office referred to below and mailed in accordance to the instructions received from the Contracting Officer assigned to administer the contract.			
Buyer: James A. Stempson, Capt, USAF			PAYMENT WILL BE MADE BY Finance Officer JUSMAG, Thailand APO U.S. Forces 96346			
CONTRACTOR (Name and Address) Air America, Inc. Field Executive Office APO San Francisco 96239  APPROVED: JUN 17 1965						
SHIP TO (Consignee and Address) /s/ L. R. KOEPNICK Not Applicable L. R. KOEPNICK Assistant to the Director Directorate of Procurement and Production			DELIVERY F.O.B. <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule) <input checked="" type="checkbox"/>		DELIVERY DATE(S) See Schedule	
ACCOUNTING AND APPROPRIATION DATA						
See attached Administrative Commitment Document						
<b>CONTRACTOR REPRESENTS</b> 1. That it <input type="checkbox"/> IS, <input type="checkbox"/> IS NOT, a small business concern. Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 101, as amended, which contains the detailed definition and related procedures.) If Contractor is a small business concern and is not the manufacturer of the supplies covered by this contract, it also represents that all supplies to be furnished hereunder <input type="checkbox"/> WILL, <input type="checkbox"/> WILL NOT, be manufactured or produced by a small business concern in the United States, its Territories, its Possessions, or The Commonwealth of Puerto Rico.						
2. That it is a <input type="checkbox"/> REGULAR DEALER IN, <input type="checkbox"/> MANUFACTURER OF, the supplies covered by this contract.						
3. (a) That it <input type="checkbox"/> HAS, <input checked="" type="checkbox"/> HAS NOT, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and (b) that it <input type="checkbox"/> HAS, <input checked="" type="checkbox"/> HAS NOT, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 41, Part 150.)						
4. That it operates as <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION incorporated in the State of Delaware						
The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.						
The total amount of this contract is \$ 1,500,000.00						
Air America, Inc. NAME OF CONTRACTOR			UNITED STATES OF AMERICA			
By <u>Hugh L. Gentry</u> 10 Jun 65 SIGNATURE DATE			By <u>James E. Spencer</u> 11 Jun 65 SIGNATURE OF CONTRACTING OFFICER DATE			
HUGH L. GENTRY TYPED NAME Title President			JAMES E. SPENCER TYPED NAME OF CONTRACTING OFFICER			

Cover Page Continued

Administrative Office: Detachment 7, APRFE  
APO U.S. Forces 96346

Facility Capability Report (FCR) Identification: C.F. 65-147-26

Purchase Authority: MIPR DCHJUSMAG 66-1

P/R Initiator: Deputy Chief, JUSMAG, Thailand

Negotiated Pursuant to: 50 U.S. Code 1431-1435 Executive Order 10789

For the purposes of the contract "Deputy Chief, JUSMAG, Thailand",  
shall include his duly authorized representative.

**ADMINISTRATIVE COMMITMENT DOCUMENT**

TO: 6100th Support Wg. Office of Administration: Detachment 7, APRFB APO U. S. Forces 96346	DATE 7 July 1965	CONTRACTUAL INSTRUMENT NO. AF 62(531)-1841 CONTRACTOR Air America, Inc.
---------------------------------------------------------------------------------------------------	---------------------	----------------------------------------------------------------------------------

PR ITEM NO.	CONTR ITEM NO.	CONTRACT QUANTITY	PR OR MIPR NUMBER AND ACCOUNTING CLASSIFICATION	UNIT PRICE	TOTAL COST
	1 thru 5		57-1161080.001 386-6355 PM10 250000 S595300  Funds Chargeable: 57-1161080.001 386-6355 PM10 250000 S595300		\$1,500,000

UNIVERSITY OF TEXAS AT DALLAS - Department of Special Collections

PREPARED BY (Typed Name, Org Code, Telephone No., and Signature)

/s/ James E. Spencer  
 JAMES E. SPENCER, SGPL, 28844

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to allotments enumerated above, the available balance of which is sufficient to cover the cost in an amount not to exceed \$ 1,500,000.00 /s/ A. G. Worrell

7 Jul 65  
DAYE

A. G. WORRELL, TSgt, USAF  
 FOR D. F. TRAUTWEIN, LTCOL, USAF  
 SIGNATURE (Accounting Officer)

SCHEDULE

SECTION A. HELICOPTER FLYING AND AIRCRAFT MAINTENANCE:

PART I. SERVICES TO BE PERFORMED:

a. The Contractor shall, during the period set forth in Part I of Section "C" hereof, provide the capability for and establish, manage, operate, and maintain a complete flying and maintenance service, inclusive of all facilities, supplies, materials, equipment, and support services not furnished by the Government, including required maintenance and referred to as the contract services, to permit utilization by the Government of a quantity of four (4) to thirty (30) helicopter aircraft furnished by the Government dependent upon the Contractor's capability to perform as such may be affected by the result of hostile acts or other unforeseen circumstances beyond the control of the Contractor during performance hereunder. The aircraft are to be operated in Southeast Asia and shall be based at Udorn, Thailand, or at such other points in Southeast Asia as may be agreed to between the Contractor and the Deputy Chief, JUSMAG, Thailand. The contract services shall be rendered at airports or other locations in a specified area made effectively available by the Government and designated in writing to the Contractor by the Deputy Chief, JUSMAG, Thailand. Pursuant to the services called for herein, the Contractor will provide the following:

- Item Nr. 1. Flying personnel consisting of, but not limited to, the classifications set forth in Exhibit "C" hereof.
- Item Nr. 2. Non-flying personnel consisting of, but not limited to, the classifications set forth in Exhibit "D" hereof.
- Item Nr. 3. Flying services required herein, in and over hazardous areas in accordance with paragraph "b.(iv)" of Part IV, Section "A" hereof.
- Item Nr. 4. Furnish direct parts and materials.

For parts and materials (aircraft): The Contractor shall be reimbursed for the costs of parts and materials to be utilized in the repair and maintenance of the aircraft pursuant to the clause of the General Provisions, entitled "Payments" and paragraph "c", Part IV of Section "A". The Contractor shall furnish if available:

a. The supplies coded CP (Central Procurement) in support of the aircraft set forth in Exhibit "B" hereto, to the extent the Government is unable to furnish same, provided the need for the Contractor to furnish such supplies is approved by the Deputy Chief, JUSMAG, Thailand.

Supplies so furnished shall be chargeable to this contract

under Item "4.a.", Part I, Section "A", and the Contractor's Invoices or vouchers submitted for payment shall contain the following statement:

"All parts, equipment, and materials listed on this invoice (voucher) are coded CP (Central Procurement) and are furnished pursuant to the terms of Item No. '4.a.', Part I of Section 'A'."

b. Direct materials that normally are provided by the Contractor such as Base Procurement items (BP and GSSF, etc, materials). Supplies so furnished shall be chargeable to this contract Item "4.b.", Part I of Section "A", and the Contractor's invoices or vouchers submitted for payment shall contain the following statement:

"All parts, equipment, and materials listed on this invoice (voucher) are coded BP (Base Procurement) and are furnished pursuant to the terms of Item No. '4.b.', Part I of Section 'A'."

Item Nr. 5. Furnish parts, materials, utilities, facilities, and services not otherwise provided for in Section "A" excepting, Item 4, Part I of Section "A" above.

For Contractor furnished parts, all materials including expendable supplies, utilities, facilities, services, etc., whether acquired through purchase, lease, construction, or otherwise furnished in the performance of this contract, the Contractor shall be reimbursed pursuant to the clause of the General Provisions entitled "Payments" and paragraph "d", Part IV, Section "A".

b. The Contractor shall also provide helicopter flight and maintenance training to such students as are presented by Deputy Chief, JUSMAG, Thailand, at time or times when the aircraft are not performing other operations hereunder or undergoing necessary maintenance. With the prior approval of the Deputy Chief, JUSMAG, Thailand, the Contractor may in conducting operations under this contract, provide training to its own personnel other than those personnel performing services hereunder, provided, the Contractor shall not be reimbursed for such personnel under this contract.

c. The Contractor will, within the classifications set forth in Exhibits "C" and "D" hereof, and subject to the prior written approval of the Deputy Chief, JUSMAG, Thailand, assign such personnel as the Contractor determines to be required to provide the contract services directed by the Deputy Chief, JUSMAG, Thailand.

d. The Deputy Chief, JUSMAG, Thailand, may elect to provide personnel in addition to those personnel provided by the Contractor, if required, to

REPRODUCED AT U.S. GOVERNMENT EXPENSE

support the contract services. In such case, the Government will pay all salaries and other costs for such personnel furnished by it, but such personnel will be responsible to the Contractor for the performance of duty when such duties are within the scope of the provisions of this contract.

e. The Procuring Contracting Officer (PCO) will issue orders to the Contractor setting forth any agreements of a classified nature pertaining to this contract. Except as pertains to Order Nr. 66-1, dated and effective 1 July 1965 and hereby made a part of this contract by reference, the Contractor will not be required to perform any order pursuant to this provision, unless and until the written concurrence of the Contractor with such order shall have been obtained.

#### PART II. SUPPLY PROCEDURES:

The supply procedures shall be in accordance with the provisions of the Appendix "B", attached hereto and more specifically identified in Part XVI of Section "C".

#### PART III. MAINTENANCE OF HELICOPTER AIRCRAFT:

a. The Contractor will accomplish all scheduled and unscheduled helicopter aircraft maintenance and repair including IRAN. The Contractor will accomplish the maintenance and repair of all components within the limits of his capabilities. Repair of crashed or battle damaged helicopter aircraft shall be subject to the prior approval of the Deputy Chief, JUSMAG, Thailand, and all aircraft repair shall be subject to the Contractor's ability to gain removable access to the aircraft. Transportation of such aircraft, components, and equipment from the operating site to the maintenance facility to be utilized and return will be provided by the Government at no cost to the Contractor or will be provided by the Contractor within its capability pursuant to paragraph "e" of Part IV, Section "A" hereof.

b. The Contractor will maintain aircraft forms and records in consonance with applicable aircraft handbooks and related technical orders.

c. When performing IRAN, the Contractor will conform to the applicable requirements set forth in Appendix "A", attached hereto and more specifically identified in Part XVI of Section "C".

#### PART IV. CONSIDERATION AND PAYMENT:

a. The Government will pay the Contractor in accordance with the clause of the General Provisions entitled "Payments" herein; upon satisfactory performance hereunder as determined by the Deputy Chief, JUSMAG, Thailand, and at the appropriate rates as set forth in Exhibits "C", "D" and "E" hereof, as full payment for the services to be performed by the Contractor hereunder.

Contract AF62(531)-41

Page 3 of 29 pages

b. As pertains to Items 1 and 2 in Part I. of Section "A" above, the Contractor will maintain a daily roster of personnel authorized and assigned for the performance of contract services under this contract which will include full name, classification (as per Exhibits "C" and "D") and location. The roster will not include personnel who are not actually assigned to this contract, and who are not located in Southeast Asia, except administration/management personnel shall be deemed located in Southeast Asia while temporarily outside Southeast Asia for the purpose of contract administration. As pertains to Items 1 through 3 of Part I. above, the Contractor shall be paid upon the submission of proper invoices or vouchers supported by such roster and individual flight time records at the rates stipulated herein for services rendered and accepted, less deductions, if any herein provided.

(i) It is understood that payment to the Contractor as provided in Exhibits "C", "D" and "E" for personnel furnished hereunder shall accrue from the date such personnel are made available at their place of duty in Southeast Asia for the purpose of performing the services hereunder. It is understood that the time necessary for the Contractor's personnel to proceed to the work site for assignment hereunder and from the work site for re-assignment or termination shall not be considered as time spent in performance of the services hereunder. However, it is understood that the time necessary for the transfer of Contractor personnel between the different work sites as directed by the Deputy Chief, JUSMAG, Thailand, shall be considered as time spent in performance of the services hereunder.

(ii) All flight time in the performance of this contract shall be paid for at the applicable rate or rates per hour or pro rata for a portion of an hour as set forth in Exhibit "C". The Contractor shall be paid for each of the flying personnel assigned hereunder a minimum of 70 hours per month at the non-hazardous rate for such personnel as set forth in Exhibit "C" hereof. However, it is understood that the guaranteed minimum number of flying hours applicable to such flying personnel shall relate to a 24 day period and that in the event prorotation of such minimum guarantee becomes necessary, prorotation will be accomplished at the rate of 2.92 flying hour for each day of such 24 day period. When the Contractor finds it necessary to assign flight duties to maintenance personnel such personnel shall be paid for such flight time. Such maintenance personnel will not be assigned to flight duties without the approval of the Deputy Chief, JUSMAG, Thailand, unless the number of flight mechanics assigned is less than the number authorized by Deputy Chief, JUSMAG, Thailand, or the flight mechanics assigned do not have the specialized technical skills for the performance of maintenance required.

(iii) The Contractor shall be paid for those personnel covered by Exhibit "D" at the man-day rates set forth in Exhibits "D" and "E" for each work day or fraction thereof. In addition, the Contractor shall be reimbursed for the cost of allowances paid to such personnel whose duties require them to remain away overnight from their place of assignment or where place of assignment is at a location where such allowances are paid in accordance with the Contractor's established policies and not otherwise covered in the cost

8 hours of presence and availability for work assignments in each 24 hour day. The Contractor will not be paid for more than 24 working days for each individual in a calendar month. The Contractor at its discretion may require his personnel assigned hereunder to work longer than 8 hours in a 24 hour work day and later allow equal compensatory time off during subsequent days, and such compensatory time shall be considered time spent in performance of services hereunder. In the event it is not practical to grant Contractor's employees compensatory time off during the period of this contract because of operational requirements, Contractor shall be paid for such accrued compensatory time actually allowed or payments made in lieu of such compensatory time on the following basis. For each day of compensatory time or payment made in lieu thereof, Contractor shall be paid an amount equal to the Contractor's cost limited to wages and other costs which are a direct benefit to or on behalf of the employee. Unless otherwise approved by the Deputy Chief, JUSMAG, Thailand, payments hereunder shall be limited to an average of thirty (30) days per employee, and compensatory time off or payment in lieu thereof must be effected within six (6) months after expiration or termination of this contract. Reasonable effort will be made to allow employees to take compensatory time off during the period of performance of this contract. The rates set forth herein include full compensation to the Contractor for all leave including Sundays and holidays.

(iv) The Contractor shall be paid for those personnel covered by Exhibits "C" and "D" at the hourly rates for hazardous area flying set forth in Exhibits "C" and "E" for each hour or prorata for a portion of an hour of hazardous area flying. The Deputy Chief, JUSMAG, Thailand shall designate in writing those personnel authorized to certify certificates for hazardous area flight time. Hazardous area flying is defined as flight time over areas in which active combat operations are in progress or over areas controlled or occupied by unfriendly forces; provided, that the determination of whether flights or portions of flights are performed over such hazardous areas shall be by agreement between the Contractor's Local Senior Representative and the Deputy Chief, JUSMAG, Thailand, or his authorized representative, based upon known conditions prior to a flight or pilot experienced and reported conditions subsequent to or during a flight; provided, further, that such determination shall be made in advance of each flight when known or subsequent thereto when unknown. Hazardous area flight time will be certified by the aircraft commander and the Deputy Chief, JUSMAG, Thailand, or his authorized representative. The log book and certificate shall be used as the basis for billing for the hourly rate payable for hazardous area flying.

(v) In the event the Contractor employs for assignment under this contract, as a result of operational or other requirements placed upon the Contractor by the Government, Category "A" or Category "B" personnel in addition to those assigned hereunder as of 1 July 1965, the Contractor shall be reimbursed its cost sustained for recruitment, travel, repatriation and other employment and termination expenses when incurred for each said Category "A" and Category "B" personnel. In the event such personnel are

Contract AF62(531)-1841

Page 5 of 29 Pages

relieved from assignment under this contract by the Contractor within six months of initial assignment, the Contractor shall reduce its billings hereunder by one half of the amount of such costs paid to the Contractor.

(vi) Notwithstanding other provisions of this contract, personnel assigned by the Contractor hereunder may, with the approval of Deputy Chief, JUSMAG, Thailand, be utilized during the period of such assignment, by the Contractor for work other than performance of this contract. Contractor's billings hereunder for such personnel, other than the slots 37, 38 and 39 of Exhibit "D" shall be reduced by an amount of time equivalent to that so utilized and for personnel assigned to slots 37, 38 and 39 of Exhibit "D", Contractor's billings hereunder shall be reduced at the rate of \$2.60 for each direct skilled labor hour expended for such work. This rate is subject to redetermination upon written request of either party when the authorized number of non-flying personnel is significantly changed either by increase or decrease.

c. Reimbursement pursuant to the provisions of Item 4, shall be subject to the provisions of Part IV, of Section "C".

d. As pertains to Item 5., Part I of this Section "A" hereof, and subject to paragraph "c" of this Part IV, Section "A", the Contractor shall be reimbursed at cost excepting:

(i) Transportation furnished pursuant to paragraph "e" of this Part IV.

(ii) For repair, fabrication, maintenance, overhaul, and testing of aircraft, and aircraft parts, components, and equipment requiring skilled labor beyond the capacity of personnel otherwise assigned to this contract, for which the Contractor shall be paid \$2.01 for work performed in Taiwan, and \$4.24 within Southeast Asia for each hour of such direct skilled labor required and expended.

(iii) For the construction, alteration, fabrication, maintenance, and repair of Government Furnished Property excepting Item (ii) immediately above, which is beyond the capacity of personnel otherwise assigned to this contract for which the Contractor will be reimbursed actual cost not otherwise covered in this contract, to the extent directed by the Deputy Chief, JUSMAG, Thailand, and approved by the ACO, plus \$2.01 for work performed in Taiwan and \$4.24 within Southeast Asia for each hour of direct skilled labor required and expended by the Contractor personnel not assigned to this contract.

e. Air transportation authorized for the accomplishment of the work and services provided for in this contract, with the exception of that required for Contractor personnel to arrive at their initial station of

assignment hereunder, and return to their normal Contractor stations upon their release or transfer from performance hereunder, shall be furnished by the Government at no cost to the Contractor or upon direction of the Deputy Chief, USMAG, Thailand, and approval of the ACO, shall be furnished by the Contractor within its capability. The Contractor will be reimbursed for such transportation including handling and packaging at its usual rates therefor, for which the Contractor is not otherwise expressly reimbursed hereunder.

PART V. GOVERNMENT FURNISHED PROPERTY, FACILITIES, SERVICES, ETC.

a. At any location where the Contractor shall, by direction of the Deputy Chief, USMAG, Thailand, provide services hereunder, the Government will make available in a timely manner, in specific areas at such locations, at no charge to the Contractor, adequate equipment, materials, and facilities necessary for the proper accomplishment of the contract services. Said equipment and facilities shall consist of, but not necessarily be limited to, the items set forth in Exhibit "A" and the following:

- (1) The aircraft set forth in Exhibit "B" hereto.
- (2) Facilities, ground handling equipment, ground servicing equipment, spare parts, special tools, test equipment, and other items as may be reasonably required.
- (3) POL storage facilities at operating sites.
- (4) Teletype and telephone facilities at the main operating site.
- (5) Vehicles, including trucks, jeeps, POL trucks, ambulances, fire trucks, etc., as may be reasonably required.
- (6) Air transportation for Contractor personnel and supplies within the operating areas.
- (7) Utilities consisting of power and water at operation sites.
- (8) Personnel facilities including equipment for messing, billeting, recreation facilities and limited medical care.
- (9) Technical data required by the Contractor for operation and maintenance of all G.F.P.
- (10) Office space and facilities including toilets, office furniture, equipment, and materials for operations, maintenance, supply, and other

Contract AF62 (331)-1841

Page 7 of 29 Pages

Contractor activities, in areas as conveniently located as practicable with respect to the aircraft maintenance, parking, departure and arrival areas.

(11) Warehouse space, adequate for the storage of all parts, materials, and tools required for use on the G.F.P. Such facilities will be provided with suitable racks and shelving and provide shelter from the elements as well as reasonable security against theft.

(12) Covered space for equipment such as ground radios, generators, and compressors where required.

(13) Aircraft maintenance area consisting of a hangar with paved flooring of sufficient size to park at least three additional aircraft.

(14) Ground communication facilities, adequate to establish point to point communications between the various operations, maintenance, supply, and control center locations, and to establish air to ground and ground to air communications for flight watch and other purposes. Such facilities shall be complete including power sources, transmitting and receiving equipment, and necessary back-up equipment.

(15) All aircraft spare parts.

(16) All spare parts and materials required for the maintenance and repair of Government furnished ground handling equipment, ground servicing equipment, communications equipment, vehicles, ground powered equipment, etc.

(17) Survival equipment and personal gear.

b. The Government will secure and provide sites (real estate) on which the Contractor will operate and perform the services required pursuant to the provisions of the contract.

c. The Government furnished property, facilities and services provided under this contract may, with the approval of the ACO, be used to support other Government contracts or activities when such action is determined to be in the best interest of the Government.

d. The aircraft furnished under this Part V. of Section "A" shall bear identification as prescribed by the Deputy Chief, JUSMAG, Thailand, provided that the Deputy Chief, JUSMAG, Thailand, shall bear the responsibility for the propriety of the use of such numbers, insignia, and markings.

#### PART VI. CONTRACTOR FURNISHED PROPERTY, FACILITIES, SERVICES, ETC.

a. Notwithstanding other provisions in this contract, in the event the Government cannot provide any of the facilities, materials, equipment, property, services, etc., set forth in Part V., Section "A" above, the

Contractor agrees to undertake, within its capability, to obtain by purchase, manufacture, lease, rental, or otherwise and furnish at point of use such facilities, materials, equipment, property, services, etc., for which the Contractor will be reimbursed pursuant to the provisions of Part IV, Section "A" above. Prior to furnishing any items pursuant to the provisions of this Part, the written approval of the Deputy Chief, JUSMAG, Thailand, will be obtained in accordance with Exhibit "F" except for purchased utilities, air freight shipping charges, emergency work stoppage items, and items for which the unit price does not exceed \$100.

b. The Contractor will furnish and/or bear the costs for all necessary common hand-tools required for the performance of maintenance hereunder.

PART VII. PROVISIONS APPLICABLE TO GOVERNMENT FURNISHED AIRCRAFT AND RELATED PROPERTY INSTALLED THEREON:

a. The aircraft shall be delivered to the Contractor in a serviceable condition by United States Air Force standards (Technical Order 00-20-1, dated 10 Sep 1964, para. 5-12) but are furnished without any warranty expressed or implied, as to their serviceability or fitness for use for the purpose intended by the Contractor. For the purpose of this paragraph, serviceability of the aircraft shall be determined by the Government prior to delivery of the aircraft and prior to any flights or maintenance which may be, accomplished pursuant to the provisions hereof, subject only to safe arrival of the aircraft at the delivery point provided for herein.

b. The aircraft furnished pursuant to the provisions of this contract may be used by the Contractor in accordance with the criteria, limitations, rights, and privileges as are specified in this contract. The aircraft shall not be used except as set forth in this contract, except that the Contractor's pilots and mechanic personnel may be given flight and maintenance training in/on said aircraft at such time, place, and by such other personnel as shall be designated by the appropriate Government authority.

c. Except for gross and willful failure on the part of the Contractor's officers or directors to comply with the provisions of this contract, the Contractor shall not be liable for any loss, damage, or destruction of said aircraft or related property support equipment or aircraft spares furnished pursuant to the provisions of this contract including the period of training provided in paragraph "b" of this Part, or for expenses incidental to such loss, damage, or destruction.

d. In the event of major damage to or loss or destruction of the Government furnished aircraft and or related property and support equipment, the Contractor shall notify the PCO as soon as possible after the occurrence thereof. This preliminary report shall be followed by a complete written report of the accident, documented with copies of all reports, and/or photographs available to the Contractor which detail the extent of the damage to the Government property.

Contract AF62(531)-1841

Page 9 of 29 pages

e. All repairs to and restoration of the Government property shall be in accordance with the provisions of this contract.

f. The Government shall have no obligation to replace the aircraft and/or related property in the event of damage, destruction, or loss. However, the Government may, at its option, replace such property with similar property. The quantity of the aircraft may be increased upon prior agreement with the Contractor.

g. The Government shall at all times have reasonable access to the premises wherein the aircraft and related property are located for the purpose of inspection or inventory or for the purpose of removing the property upon the expiration or termination of this contract.

h. Upon the expiration or termination of the contract, the aircraft then remaining in the Contractor's possession shall be returned to the Government in whatever condition then obtains, at a point in Southeast Asia to be designated by the Deputy Chief, JUSMAG, Thailand, provided, that sufficient prior notice of termination of this contract shall be given to the Contractor to enable it to return said property, or the Contractor shall be relieved from obligation to effect return of such property as it reasonably is unable to return within such period of notice.

SCHEDULE

SECTION B. AIRCRAFT FLYING SERVICES

PART I. SERVICES TO BE PERFORMED:

a. The Contractor shall, during the period set forth in Part I of Section "C" hereof, furnish the following:

Item Nr. 1. When requested by the Deputy Chief, JUSMAG, Thailand, and subject to availability of Contractor-provided aircraft, furnish flying services with Beechcraft, C-46, C-47, Helio Courier, Piper Apache, Dornier DO-28, Pilatus Turbo-Porter PC-6A, fixed wing type aircraft and UH-34D helicopter type aircraft, including all necessary supplies, services, personnel, and ground support equipment for the operation thereof, unless otherwise provided hereinafter, subject only to necessary absence of such aircraft for proper maintenance. The Contractor will base the aircraft at a place or places mutually agreed to between Contractor and the Deputy Chief, JUSMAG, Thailand, said place or places hereinafter referred to as the "Base Point(s)" and which shall be specified in the Call Order for such aircraft in accordance with paragraph "c" of this Part I, Section "B", provided that the Base Point for any such aircraft may thereafter be changed by mutual agreement between the Contractor and the Deputy Chief, JUSMAG, Thailand, expressed in writing. The aircraft will be based at the Base Point(s) for the purpose of maintenance and operational control, performing flight operations therefrom between points mutually agreed to between the Contractor and the person designated for operational direction of such aircraft in accordance with paragraph "d" of this Part I, Section "B" until it becomes necessary to ferry the aircraft to Tainan for maintenance. The Contractor will be paid at the rates set forth in Exhibit "I" and pursuant to the provisions of Part IV, Section "B" hereof.

Item Nr. 2. Upon written request of the Deputy Chief, JUSMAG, Thailand, or when needed due to operating conditions or limitations, Contractor may provide additional flight crew personnel for which Contractor shall be paid at the rates set forth in Exhibit "J" and pursuant to the provisions of Part IV, Section "B" hereof. The Deputy Chief, JUSMAG, Thailand's request shall specify the location at which, and the period of time for which, such additional personnel may be furnished; provided, that the Deputy Chief, JUSMAG, Thailand, may agree with the Contractor to the furnishing of a different number of personnel and for a different period than that which was originally requested.

Item Nr. 3. The Contractor agrees to accomplish modification to its aircraft, requested by the Deputy Chief, JUSMAG, Thailand, and approved

Contract AF62(531)-1841

Page 11 of 29 Pages

by the Contractor, to suit them for use by the Deputy Chief, JUSMAG, Thailand; provided, that if requested by the Contractor, the Contractor shall be reimbursed for such modification, and for restoring the aircraft to prior configuration upon release of the aircraft. However, such modified aircraft shall not be withdrawn during the period of assignment or call by the Contractor without prior approval of the Deputy Chief, JUSMAG, Thailand. For the foregoing services, the Contractor shall be reimbursed pursuant to the provisions of the clause of the General Provisions entitled "Payments" and paragraphs "f" and "g" of Part IV, Section "B" hereof.

Item Nr. 4. Accomplish all necessary repairs to its aircraft determined by the Deputy Chief, JUSMAG, Thailand, to have resulted from damage sustained to the Contractor's aircraft pursuant to the provisions of Part IX, Section "C" hereof, entitled "Indemnification". However, the Contractor shall not proceed with any work pursuant to this Item Nr. 4 until such work is authorized by modification to this contract pursuant to the clause of the General Provisions entitled "Changes". The Contractor shall notify the Deputy Chief, JUSMAG, Thailand, in writing, of the work that is required to be performed, the estimated number of manhours required to perform repairs, the estimated amount of funds required for necessary materials, the estimated date work shall commence and the estimated date of completion. For services performed pursuant to this Item Nr. 4, the Contractor shall be reimbursed in accordance with the clause of the General Provisions entitled "Payments" and paragraphs "f" and "g" of Part IV, Section "B" hereof.

Item Nr. 5. Furnish parts and materials to the extent provided for in the contract schedule for Item Nrs. 3 and 4. For Contractor furnished parts and materials furnished in the performance of this contract, the Contractor shall be reimbursed pursuant to the provisions of the clause of the General Provisions hereof, entitled "Payments" and paragraphs "f" and "g", Part IV, Section "B" hereof.

b. The Contractor shall have complete authority and discretion to decide all matters of maintenance, the adequacy of clearances, permission obtained, and operations insofar as the safety of the aircraft and its personnel are concerned, in accordance with established Contractor and industry standards.

c. In calling for aircraft which may be furnished pursuant to Item Nr. 1 of Part I, Section "B" hereof upon an as-available basis, the Deputy Chief, JUSMAG, Thailand, shall issue a call therefor in accordance with Exhibit "G" notifying the Contractor of the Base Point, type of aircraft and

Contract AF62(531)-1841

Page 12 of 29 Pages

the period of time for which such aircraft is desired. The Contractor shall respond by agreeing to furnish the aircraft in accordance with the terms requested, or will advise of non-availability of the aircraft, or advise the portions of the requested period during which the aircraft can be made available. Except in the event of non-availability, the Contractor's response shall state the place at which the aircraft will be made available, and such response shall be deemed an offer which may be accepted by the Deputy Chief, JUSMAG, Thailand, at any time before it is withdrawn. Acceptance of such offer by the Deputy Chief, JUSMAG, Thailand, shall be deemed a Call Order for the Contractor to furnish the aircraft at the place of availability as stated by the Contractor, and for the agreed period whereupon the aircraft shall be deemed to be called for hereunder; such place of availability shall be the "Point of Origin" for such aircraft.

d. The Deputy Chief, JUSMAG, Thailand, shall issue in accordance with Exhibit "B" hereof "Flight Service Operational Orders" in advance of all flights, and may issue changes thereto, at any time and from time to time during the life of this contract. Such orders and changes thereto, shall be in writing, signed by the issuing officer, provided that such orders may be issued orally or by other means when the exigency of any situation precludes written operational orders or changes, and such oral orders shall be confirmed in writing within a reasonable time after performance of the services ordered. Such orders shall authorize the Contractor to perform the flights specified therein, and may designate the routes to be flown and the points from which and to which the flights shall be made.

e. The Contractor shall have no obligation to replace any aircraft furnished under Section "B" hereof, which are lost or destroyed or undergoing repairs while engaged in performance of this contract.

#### PART II. PERSONNEL TO BE FURNISHED:

a. The Contractor shall provide, within the rates per flying hour provided for in paragraph "b" of Part II, Section "B" below, necessary maintenance and operations personnel and normal complement flight crews for the aircraft furnished hereunder, including a pilot of American nationality.

b. The Deputy Chief, JUSMAG, Thailand, shall furnish all the personnel to load, handle and unload cargo and passengers. The Contractor shall be responsible for providing qualified personnel to supervise the placement and securing of regular cargo and seating of passengers. The Contractor shall determine its own requirements for personnel to be assigned to the performance of this contract commensurate with operational and maintenance requirements hereunder.

b. Payment to the Contractor shall be by draft, check or other instrument payable in United States currency to the First National City Bank, 399 Park Avenue, New York, New York 10022, U.S.A. for Account Nr. 10109595, Air America, Inc.

**PART VII. TECHNICAL SURVEILLANCE AND OPERATIONAL CONTROL:**

The Deputy Chief, JUSMAG, Thailand, and/or his duly authorized representative, shall provide technical surveillance, supervision, and operational control necessary to assure that the Contractor performs the services in accordance with the provisions of the contract; provided that such services will be commensurate with the rated capabilities of the aircraft, reasonable professional standards, and the qualifications of the Contractor's personnel. The Contractor will have final authority to decide all matters in connection with the services involving safety of operation. The Contractor will maintain the Government furnished aircraft in accordance with the Contractor's standards applicable aircraft handbooks, and related Technical Orders furnished pursuant to Part V, Section "A" hereof.

**PART VIII. SPECIAL PROVISIONS:**

a. Taxes, Duties and Other Charges:

(1) The Government shall take such steps as are necessary to insure the Contractor shall be exempted, in the performance of services pursuant to the provisions of this contract, from any and all taxes, duties, levies or assessments or other charges in the nature thereof, in accordance with existing agreements between the Government of the United States and other Governments concerned except for duty on aircraft fuel and engine lubricating oil.

(2) Contractor warrants that the contract prices, including the prices in sub-contracts hereunder, do not include any tax or duty which the Government of the United States of America and the Governments of the countries concerned have agreed shall not be applicable to expenditures in such countries by the Government of the United States of America or any tax or duty from which Contractor, or any subcontractor hereunder, is exempt under the laws of the other governments concerned except for duty on aircraft fuel and engine lubricating oil. If any such tax or duty has been included in the contract prices, through error or otherwise, the contract prices shall be correspondingly reduced.

(3) If for any reason after the contract date Contractor is relieved in whole or in part from the payment or burden of any tax or duty included in the contract prices, the contract prices shall be correspondingly reduced.

Contractor's test tools, gages and equipment to be calibrated under this contract shall be those items listed in Exhibit "K" to this contract, a copy of which is attached hereto and made a part hereof.

**PART XII. CHANGES IN MILITARY SECURITY REQUIREMENTS:**

a. The Contractor shall in the performance of this contract, when classified communications are involved, follow the procedures established in the "Security Annex", dated 9 March 1965, and the agreement entitled "Agreement Regarding Classified Communications Support for Air America, Incorporated, Taipei, Taiwan", dated 23 December 1964.

b. Notwithstanding the provisions of the clause of the General Provisions entitled "Military Security Requirements", cost incurred by the Contractor, as a direct result of changes in existing requirements applicable to the Contractor as of the date of this contract in complying with military security requirements under this contract and not otherwise provided for herein, will be reimbursed to the Contractor pursuant to the payment provisions of Part IV, paragraph "d" of Section "A" of this contract Schedule.

**PART XIII. SOVIET-CONTROLLED AREAS:**

For the purposes of this contract, Soviet-controlled areas are the following:

- Albania
- Bulgaria
- China, excluding Taiwan (Formosa), but including Manchuria, Inner Mongolia, the Provinces of Tsinghai and Sinkiang, Tibet, the former Kwangtung Leased Territory, the present Port Arthur Naval Base Area, and Liaoning Province.
- Communist-controlled area of Vietnam and Communist-controlled area of Laos
- Cuba
- Czechoslovakia
- East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin)
- Estonia
- Hungary
- Latvia
- Lithuania
- North Korea
- Outer Mongolia
- Poland and Danzig
- Rumania
- Union of Soviet Socialist Republics

**PART XIV. OPTION TO EXTEND THE TERM OF THE CONTRACT:**

a. Pursuant to General Provisions clause entitled "Option to Extend the Term of the Contract", the Government may require the Contractor to continue, and the Contractor will perform any and all items of services under this contract for one additional year. The Contracting Officer may exercise this option not later than 1 July 1966.

Contract AF62(531)-1841

**PART XVI. CONTRACTUAL CONTENTS:**

This contract consists of a Cover Page of one page; a Continuation Sheet of one page; an Administrative Commitment Document of one page; a Schedule consisting of Part I through Part VII, Section "A" on pages 1 through 10; Part I through Part IV, Section "B" on pages 11 through 16; Part I through Part XVI, Section "C" on pages 17 through 29. An Exhibit "A" of 1 page; and Exhibit "B" of 1 page; an Exhibit "C" of 1 page; an Exhibit "D" of 2 pages; an Exhibit "E" of 2 pages; an Exhibit "F" of 2 pages; an Exhibit "G" of 1 page; an Exhibit "H" of 2 pages an Exhibit "I" of 1 page; an Exhibit "J" of 1 page; an Exhibit "K" of 1 page. General Provisions consisting of: Clauses 1 through 33 on pages 1 through 56; A DD 254 consisting of four pages; a "Security Annex," dated 9 March 1965, of 2 pages; and an agreement regarding Classified Communications Support For Air America, Inc., Taipei, Taiwan, 3 pages; Appendix "A", dated 7 Mar 63 with Revision No. 1, dated 12 July 1963, Revision No. 2, dated 9 Oct 1963 and Revision No. 3, dated 18 Nov 1963; Appendix "B", dated 29 Apr 1965.

Contract AF62(531)-1841

Page 29 of 29 Pages

EXHIBIT "A"

GOVERNMENT FURNISHED PROPERTY

This Exhibit shall be deemed to include the items set forth in the listing titled "Inventory of Facilities and Equipment, Project Madriver, Contract AF62(531)-1758 dated April 25, 1965" which is incorporated herein and hereby made a part hereof, as supplemented and modified from time to time by additions and deletions from the Government Furnished Property items set forth in said inventory.

REPRODUCED AT U.S. GOVERNMENT EXPENSE

Contract AF62(531)-1841

## EXHIBIT "B"

## LISTING OF U.S. GOVERNMENT FURNISHED AIRCRAFT

<u>ITEM NR.</u>	<u>TYPE</u>	<u>CONTRACTOR NR.</u>	<u>EUNO NR.</u>
1	UH-34	H-F	148054
2	UH-34D	H-12	149320
3	UH-34D	H-13	149392
4	UH-34D	H-14	149393
5	UH-34D	H-15	149394
6	UH-34	H-19	145807
7	UH-34	H-20	145808
8	UH-34	H-21	145789
9	UH-34	H-22	145780
10	UH-34D	H-23	148808
11	UH-34D	H-26	63-13008
12	UH-34D	H-27	144637
13	UH-34D	H-28	144638
14	UH-34D	H-29	145812
15	UH-34	H-30	150577
16	UH-34	H-31	148057
17	UH-34	H-32	149344
18	UH-34	H-33	149368
19	UH-34	H-34	145786
20	UH-34	H-35	145769
21	UH-34	H-36	145799
22	UH-34	H-37	147167

Contract AF62(531)-1841

Flying Hours Rates for Contractor Furnished Personnel

Slot No.	Flying Personnel		Category	Rate Per	Rate for	Rate Per
	Classification	Estimated Quantity		Flying Hour	Hours Over 70	Hazardous Hour
1	Project Chief of Operations	1	A	\$ 44.79	\$ -0-	\$ -0-
2	Project Chief Pilot	1	A	44.10	-0-	-0-
3	Pilots	(	A	30.70	16.71	10.00
4	First Officer	( 45	A	21.25	10.28	5.00
5	Chief Flight Mechanic	1	A	20.59*	*	5.00
6	Flight Mechanic	30	A	20.03	8.90	5.00
			B	7.03	4.50	3.00

\*For each actual flight hour for this classification, the Contractor shall be paid an additional \$2.00 per flight hour or pro-rata portion thereof.

Ground Personnel Assigned Flight Duties

		Rate Per Flying Hour	Rate Per Hour for Test Flight	Rate Per Hazardous Hour
Maintenance Personnel on Flight Assignment	A	\$ 2.00	\$ 5.00	\$ 5.00
(Performing as Flight Mechanic or as Flight Observer)	B	2.00	5.00	3.00
	C	2.00	5.00	3.00
	D	1.20	2.00	1.20

Contract AF62(531)-1841

(Continued)

**HAZARDOUS FLYING HOUR RATES: For Non-Flying personnel  
when aboard the aircraft on official contract duties  
(excluding Maintenance Personnel on Flight Assignment):**

	<u>Category "A"</u>	<u>Category "B"</u>	<u>Category "C"</u>	<u>Category "D"</u>
Rate per Hour	\$ 5.00	\$ 3.00	\$ 3.00	\$ 1.20

Contract AF62(531)-1841

EXHIBIT "G"

CALL ORDER

To: Air America, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

Call Order No. \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Contract No. AF62(531)-1841, you are hereby requested to provide, if available, aircraft as specified below:

<u>Type of Aircraft</u>	<u>Place Aircraft Required</u>	<u>From (Date)</u>	<u>Through (Date)</u>
-------------------------	--------------------------------	--------------------	-----------------------

Please return the original and four copies to the undersigned indicating in space provided below your agreement to this request and aircraft identification number assigned.

\_\_\_\_\_  
Contracting Officer  
or His Authorized Representative

AIR AMERICA, INC.'S OFFER

To: The Contracting Officer  
\_\_\_\_\_

Date \_\_\_\_\_

Air America, Inc. hereby agrees to furnish aircraft as indicated:

<u>Aircraft Type</u>	<u>Identification No</u>	<u>Will be available at (Point of Origin)</u>	<u>From (Date)</u>	<u>Through (Date)</u>
----------------------	--------------------------	-----------------------------------------------	--------------------	-----------------------

\_\_\_\_\_  
Air America, Inc. Representative

ACCEPTANCE AND CALL ORDER

To: Air America, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

This constitutes acceptance of the Contractor's Offer as stated above and shall pursuant to Contract No. AF62(531)-1841 be deemed the Operational Order for Air America to furnish the aircraft described at the place of origin as indicated. The aircraft shall proceed from

\_\_\_\_\_ (Origin) to \_\_\_\_\_ (Base) on \_\_\_\_\_ (Offer date above)

\_\_\_\_\_  
The Contracting Officer  
or His Authorized Representative

Contract AF62(531)-1841

REPRODUCED AT U.S. GOVERNMENT EXPENSE



## INSTRUCTIONS FOR COMPLETION

FORM TO BE ISSUED TO AIR AMERICA PRIOR TO EACH FLIGHT BY THE AUTHORIZING OFFICER.

1. AUTHORIZING OFFICER WILL COMPLETE ITEMS 1 THRU 9 AND SUBMIT THE ORIGINAL AND TWO COPIES TO AIR AMERICA OPERATIONS.
2. AIR AMERICA FLIGHT CAPTAIN WILL COMPLETE ITEMS 10 THRU 13 AS APPLICABLE AND SIGNATURES BY AIR AMERICA PERSONNEL WILL BE AFFIXED AS INDICATED.
3. IF CHANGE IN ORIGINAL ROUTING OCCURS WHILE IN FLIGHT OR ON MISSION, SUCH CHANGE WILL BE ENTERED BY THE CAPTAIN IN ITEM 5 WITH NOTATION OF SOURCE AUTHORITY OF CHANGE.
4. ALL COPIES TO BE COMPLETED AFTER FLIGHT AND RETURNED TO THE AUTHORIZING OFFICER FOR CERTIFICATION. SUBSEQUENT DISTRIBUTION AS FOLLOWS:
  - A. ORIGINAL FORWARDED TO TREASURER-CONTROLLER, AIR AMERICA ATTACHED TO FLIGHT LOG.
  - B. TWO COPIES RETAINED BY AUTHORIZING OFFICER.
  - C. AUTHORIZING OFFICER WILL FORWARD ONE COMPLETED COPY TO APPROPRIATE FINANCE DIVISION.
5. ANY SPECIAL INSTRUCTIONS OR ADDITIONAL REMARKS TO BE ENTERED UNDER ITEM 5; IF ADDITIONAL SPACE REQUIRED, USE ADDITIONAL SHEETS.
6. OPERATIONAL ORDERS ARE TO BE ASSIGNED NUMBERS SHOWING MONTH AND NUMERICAL DESIGNATOR AND NUMBERED CONSECUTIVELY.

REPRODUCED AT U.S. GOVERNMENT EXPENSE

## EXHIBIT "I"

CALL AIRCRAFT FLYING HOUR  
RATES

-----Per 90 Day Period Per Aircraft-----

<u>Type of Aircraft</u>	<u>Minimum Hours</u>	<u>Rate Per Flying Hour</u>	<u>Rate Per Flying Hour for Hours Over 180 Hours</u>
Beechcraft	180	\$116.00	\$105.00
C-46	130	\$208.00	\$189.00
C-47	180	\$170.00	\$154.50
Pilatus Turbo-Porter PC-6A	180	\$125.00	\$113.50
Helio Courier	180	\$ 85.00	\$ 77.25
Dornier DO-28	180	\$115.00	\$104.50
Piper Apache	180	\$105.00	\$ 95.25
Helicopter UH-34D	180	*	*

\*For the Helicopter UH-34D type aircraft, the flying hour rates per 90 day period are:

<u>Hours</u>	<u>Rate</u>
0 - 180 (inclusive)	\$ 312.00
181 - 250 (inclusive)	\$236.75
Over 250	\$ 277.30

Contract AF62(531)-1841

EXHIBIT "J"

RATES FOR ADDITIONAL FLIGHT PERSONNEL  
AND HAZARDOUS HOUR RATES

<u>Classification</u>	<u>Rate Per Flying Hour</u>	<u>Rate Per Hazardous Hour</u>
Captain	\$30.80	\$ 10.00
First Officer "A"	20.79	5.00
First Officer "C"	11.70	3.00
Flight Engineer	21.34	5.00
Flight Navigator	21.34	5.00
Air Freight Specialist	19.52	5.00
Air Freight Dispatcher	5.30	1.20

Contract AF62(531)-1841

CONTRACT AF(62)531-1758

Issued by: HQ Air Procurement Region, Far East (Air Force Logistics Command), APO  
323

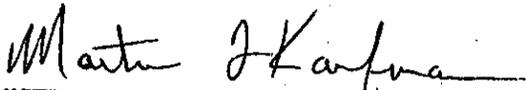
Contractor: Air America, Inc.

Effective Date: 1 July 1963, issued as a Letter Contract subject to final negotiation and approval by HQ Air Force Logistics Command.

Purchase request by: Deputy Chief, JUSMAG

Contract Amount: Unstated in the letter contract, other than a provision showing maximum termination liability of \$600,000 excluding potential claims for injuries and losses under the War Risk and Indemnification provisions.

Coverage: Operation and maintenance of four (4) to (20) US Government-furnished helicopter aircraft.



MARTIN L. KAUFMAN, Colonel, USAF 16 April 1991  
Former Contracting Officer  
USAF Air America Program, 1968-1973

June 26 1965

Contract Nr. AF62(531)-1758

LETTER CONTRACT  
Between  
DEPARTMENT OF THE AIR FORCE  
and  
AIR AMERICA, INC.

Contract For: Maintenance and Operation of Aircraft

Administrative Information: The Disbursing Officer, JUSMAG, Thailand, is designated as the officer to make payments under this contract.

The sums to be expended by the United States Government hereunder are chargeable to the following allotments, the available balance of which are sufficient to cover the same: See Administrative Commitment Document attached hereto.

The office having overall administrative responsibility for this contract is:

Det 7, APRFE  
APO 146

The Deputy Chief, JUSMAG, will be responsible for technical surveillance and operational direction under this contract.

Contractor's invoices or vendor's shipping documents used as invoices shall be made out to the Accounting and Finance Officer designated to make payment hereunder, and shall be sent by the Contractor through the Deputy Chief, JUSMAG, for certification as to performance of services and thence to the office having overall administrative responsibility, as set forth above, for recording and forwarding to the Disbursing Officer for payment.

Point of Inspection and Acceptance and F.O.B. Point: Deputy Chief, JUSMAG Office.

Type of Contract Contemplated: Open End Contract.

REPRODUCED FROM U.S. GOVERNMENT PRINTING OFFICE

Purchase Request Nr.: MPR DCHJUSMAG 64-2.

Buyer: William S. McDuffee, DAFC, SGPL.

Equipment Class: None.

Program: MAP DCHJUSMAG - Maintenance and Operation of Aircraft.

This instrument has been negotiated pursuant to the provisions of 50 U.S.C. 1431 through 1435 Executive Order 10789.

REPRODUCED AT U.S. GOVERNMENT EXPENSE