

## ADMINISTRATIVE AGREEMENT

This Administrative Agreement (“Agreement”) dated this 30 day of April, 2014, is made between Ahntech, Inc. and Ahntech - Korea (“Ahntech” or “the Company”) and the United States Department of the Air Force (“Air Force”). As used herein, “Ahntech” means Ahntech and all of its operating sectors, groups, divisions, units, and wholly-owned subsidiaries, including those acquired or established by Ahntech during the term of this Agreement.

### PREAMBLE

1. Ahntech is a government contractor based in San Diego, California. Ahntech provides services to its government customers, primarily in the areas of operations and maintenance and facilities support, fuel supply, and engineering.
2. In September 2013, Dr. Soo-Myung “Sam” Ahn (“Dr. Ahn”) was Ahntech’s Chairman of the Board, President, Secretary, and Chief Financial Officer. Ms. Aija Ahn (“Ms. Ahn”) was an employee of Ahntech and a Member of Ahntech’s Board of Directors.
3. On September 1, 2013, Dr. Ahn and Ms. Ahn attempted to travel to North Korea via Beijing, China, to explore business opportunities. While in Beijing, China, Dr. and Ms. Ahn met with a North Korean national who represented herself as a North Korean government official to discuss foreign investments and business opportunities in North Korea.
4. After failing to obtain flights to North Korea, on September 11, 2013, Dr. and Ms. Ahn returned to the United States.
5. After Mr. Ahn and Ms. Ahn returned to the United States, government officials searched Mr. Ahn’s laptop. This search concluded:
  - a. Mr. Ahn told North Korean officials he was a defense contractor and the owner of AhnTech. Mr. Ahn also communicated he possessed a Top Secret clearance and was knowledgeable on U.S. Navy anti-submarine warfare information.
  - b. Additionally, the Mr. Ahn intended to bring North Korean nationals to Japan to work on projects for the U.S. Department of Defense.
  - c. Finally, Mr. Ahn’s computer contained information about Ahntech’s contracts.
6. On September 26, 2013, the Defense Security Service (“DSS”) suspended Dr. Ahn’s Secret security clearance. On November 22, 2013, Ahntech received notice that its facility clearance had been invalidated due to the suspension of Dr. Ahn’s security clearance.
7. On October 4, 2013, in light of DSS’s suspension of Dr. Ahn’s security clearance, Dr. Ahn resigned as the Chairman of the Board, President, Secretary, and Chief Financial Officer of Ahntech. Ahntech ultimately terminated Dr. Ahn’s employment on December 23, 2013.
8. On October 4, 2013, Ms. Ahn assumed the positions of Chairman of the Board, President, Secretary, and Chief Financial Officer of the Company.

9. On October 21, 2013, Dr. Ahn resigned as trustee of the Ahn Family Trust (“the Trust”) and instated Ms. Ahn as the sole trustee. The Trust includes all shares of Ahntech.
10. On January 10, 2014, the Air Force suspended Ahntech, Dr. Ahn, and Ms. Ahn.
11. On January 27, 2014, DSS suspended Ms. Ahn’s security clearance. Ms. Ahn then resigned from Ahntech on January 29, 2014, and Mr. Eugene Y. Ahn (“Mr. Eugene Ahn”), the son of Dr. Ahn and Ms. Ahn, became President.
12. Ms. Ahn remains the sole trustee of the Trust and, through the Trust, exercises control over Ahntech. This control is subject, however, to a Voting Trust Agreement put in place by Ahntech on January 29, 2014. Mr. Eugene Ahn is the trustee of the voting trust
13. On February 4, 2014, Ahntech, through counsel, provided a Response to the Air Force’s Notice of Suspension (“the Response”). The Response detailed the remedial actions the Company had taken since receiving the Notice of Suspension including, among other things: (1) management changes; (2) initial steps in implementing a government contracts compliance program; and (3) voluntarily engaging Affiliated Monitors, Inc. (“AMI”) to serve as an independent monitor (“IM”).
14. On March 12, 2014, Ahntech’s new senior management team and the Company’s counsel met with the Air Force to discuss the Company’s suspension.
15. On March 28, 2014, Ahntech provided a Supplemental Response to the Air Force. The Supplemental Response provided details on: (1) Ahntech’s new tone from the top on ethics and compliance; (2) the Company’s appointment of a Chief Ethics & Compliance Officer (“CECO”); (3) Ahntech’s adoption and distribution of a Code of Ethics & Business Conduct; (4) the Company’s engagement of NAVEX Global to provide ethics and compliance training to every Ahntech employee, with an internally-developed training program to be provided in the interim; (5) Ahntech’s engagement of Ethical Advocate to establish an ethics helpline; and (6) the Company’s commitment to working closely with AMI to improve its ethics and compliance program.
16. On April 8, 2014, Ahntech’s Vice President of Operations, CECO, IM, and counsel met with the Air Force to discuss the additional improvements the Company had made since the initial meeting.
17. The Air Force and Ahntech agree that FAR Subpart 9.407 provides a legally sufficient basis for Ahntech’s suspension. This Agreement is intended to provide assurances to the Government that Ahntech can be presently responsible and, notwithstanding the bases for suspension, the Company can be trusted to deal fairly and honestly with the Government. Subject to execution of this agreement, the Air Force agrees, based upon the facts currently known, to terminate the suspension of Ahntech.<sup>1</sup>

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<sup>1</sup> Dr. Ahn and Ms. Ahn are not parties to this Agreement.

## ARTICLES

1. **SUSPENSION.** The suspension of Ahntech is terminated following execution of this Agreement by the Air Force. The Air Force, at its sole discretion, shall retain the ability to institute administrative action, including suspension or debarment, for any reason consistent with FAR Subpart 9.4. The Air Force's ability to institute such administrative action is independent of any ability to take action under Article 5 of this Agreement.

2. **PERIOD OF AGREEMENT.** This Agreement shall be effective upon its execution by the Air Force. The parties intend that the terms and conditions of this Agreement shall continue in force and effect for, and the period of this Agreement shall be, three years starting from the date of execution of this Agreement by the Air Force. Before the end of the anticipated three-year period, however, the Air Force may determine that there is no continuing need for this Agreement, and if so, the Agreement may be terminated early by the Air Force.

3. **EMPLOYEES.** The word "Employee(s)" in this Agreement includes the Company's officers; permanent and temporary employees; full-time, part-time, and subcontracted employees; domestic and internationally-located employees and consultants; and members of the Board of Directors.

4. **MANAGEMENT.** The words "Management" or "Manager(s)" in this Agreement include all Company Officers, members of the Board of Directors, and any other persons that exercise a controlling influence in deciding substantive Company matters, as well as persons who the Company considers as being in supervisory positions.

5. **BREACH OF AGREEMENT.** If at any point during the term of this Agreement the Air Force determines, in its sole discretion, that Ahntech has breached a term or failed to meet any requirement of this Agreement, the Air Force may terminate this Agreement and suspend, or initiate proceedings to debar, Ahntech and its Managers, Employees, and other agents, as appropriate. The basis of this determination may include the conduct giving rise to this Agreement, or any conduct that constitutes a breach of this Agreement. Ahntech agrees not to contest the conduct and facts giving rise to this Agreement, as the admissions contained in this Agreement are considered by both Ahntech and the Air Force to be irrevocable and shall survive any termination of this Agreement. Ahntech may request reconsideration of the decision under the procedures of FAR Subpart 9.406-4(c).

6. **VALUES-BASED ETHICS AND COMPLIANCE PROGRAM.** Ahntech is in the process of implementing and agrees to maintain a values-based ethics and compliance program ("the Program"). The purpose of the Program is to ensure Ahntech and each of its Employees acts with the business honesty and integrity required of a government contractor, and the Company operates in compliance with all applicable laws, regulations, policies, and terms of any contract. Ahntech represents that the Program includes, and will include for the length of the Administrative Agreement, the following components, each of which has been implemented or is in the process of being implemented as of the effective date of this Agreement.

- a. **High-Level Program Management.** Ahntech has appointed Mr. Roy Zeyen as the Company's Chief Ethics & Compliance Officer. The CECO is responsible for directing Ahntech's ethics, business conduct, and compliance programs, including in the Company's relationships with customers, contractors, suppliers, and Employees. The CECO reports directly to Ahntech's President. Mr. Zeyen will continue to hold this position for at least the duration of this Agreement until or unless he leaves Ahntech or is terminated. Should Mr. Zeyen leave Ahntech or be terminated, the Company will promptly find a qualified replacement and notify the Air Force of the change consistent with Article 9 of this Agreement.
- b. **Code of Ethics & Business Conduct.** Ahntech has adopted a written Code of Ethics & Business Conduct ("the Code"). A copy of the Code is attached as **Exhibit A**. The Code has been circulated to each Employee, and each Employee has acknowledged his or her receipt of the Code and understanding of its requirements. Moving forward, on an annual basis each Employee shall participate in training including a review of the Code and shall be required to re-certify his or her understanding of the Code and agreement to comply with it. Within thirty (30) days of starting employment with the Company, each new Employee shall attend training, including a review of the Code, and shall be required to certify to his or her understanding of the Code and agreement to comply with it. Ahntech will maintain these certifications, and will make them open to inspection by the Air Force during the term of this Agreement. Ahntech, as of the date of this agreement, relies primarily on online training, but it will move, to the fullest extent practicable, as determined by the Air Force, to live training during the period of the Agreement. Ahntech will report on this progress in its Article 11(a) reports.
- c. **Training and Education.** Ahntech has engaged NAVEX Global to provide ethics and compliance training to every Employee. Ahntech will work with NAVEX Global to ensure Employees are aware of their obligations under applicable laws, regulations, and standards of business conduct. Ahntech shall ensure the development and administration of the initial training by NAVEX Global is complete within one year of the execution of this Agreement, and Ahntech will provide certification to the Air Force in its fourth Article 11(a) report confirming the completion of this phase.
- d. **Languages.** All written materials and training related to the Program and the Code will be provided in English and in any other language necessary to ensure that each Employee understands his or her ethics and compliance obligations.
- e. **Reporting Resources.** Ahntech has engaged Ethical Advocate to provide a secure, anonymous telephonic and online reporting system for Employees seeking to report actual or suspected compliance violations. Ethical Advocate will make the system available to Ahntech's domestic and international Employees twenty-four (24) hours a day, (7) seven days a week, and three hundred sixty-five (365) days a year. Ahntech has posted in common work areas "Helpline" posters

prepared by Ethical Advocate informing Employees of the available avenues for reporting fraud, waste, abuse, security, and/or safety violations. Ahntech will provide a dated, brief description of each anonymous report it receives in its Article 11(a) reports.

7. **INDEPENDENT MONITOR.** On January 27, 2014, Ahntech engaged AMI to provide the following services, among others: (1) evaluate Ahntech's existing ethics and compliance program; (2) assess Ahntech's ethical culture, particularly with regard to the Company's government contracting activities; (3) review Ahntech's policies and procedures, training programs, and practices related to ethics and compliance; (4) assess the measures implemented by Ahntech to ensure Dr. Ahn and Ms. Ahn do not exercise ownership or control over the Company; and (5) prepare a detailed report of findings and recommendations as to specific measures and internal controls the Company should adopt to establish a comprehensive, values-based ethics and compliance program. In addition to the services specifically identified in its agreement with AMI and any other services that become necessary or appropriate during the course of Ahntech's engagement with AMI, Ahntech shall engage AMI to prepare and provide quarterly reports to the Air Force as follows:

- a. **IM's Quarterly Reports.** For the first twelve months of this Agreement, beginning on the date of this Agreement, the IM shall submit a written report on a quarterly basis that describes the measures taken by the Company during the reporting period to ensure compliance with this Agreement. The reports shall include: (a) summaries of actions taken by AMI and recommendations provided by AMI to Ahntech corresponding to Nos. (1) – (4) in Article 7; (b) indications of any problems or weaknesses identified by the Program, the corrective action(s) proposed or undertaken, and the status of such corrective action; and (c) any recommended updates or enhancements to the Code, along with recommendations for updated Code training materials. Following the submission of the fourth quarterly report due under this Agreement, the Air Force will determine whether quarterly IM reporting must continue for the duration of this Agreement, or whether less frequent reporting is sufficient. After the initial twelve months, if the Air Force does not provide affirmative direction to Ahntech, the reporting requirements will default to biannual reports. **Exhibit B** provides the reporting requirements associated with the Agreement.

8. **PREFERRED SUPPLIER PROGRAM.** Ahntech shall institute a Preferred Supplier Program within one hundred twenty (120) days of the effective date of this Agreement. The Preferred Supplier Program will, in some manner, reward Ahntech's subcontractors and suppliers that have instituted and maintain compliance and values-based ethics programs. Ahntech shall submit an outline of its Preferred Supplier Program as part of its first quarterly report to the Air Force pursuant to Article 11(a) of this Agreement.

9. **MANAGEMENT RESPONSIBILITY.** Ahntech's Management has the primary responsibility of implementing and updating the Program and the Code. Ahntech shall notify the Air Force within one week if any of the principal members of the Company's Management leaves his or her current position, and will provide the Air Force with the name of the successor

upon appointment. A list of the principal members of the Company's Management as of the date of execution of this Agreement is attached as **Exhibit C**.

10. **RELATIONSHIPS WITH DR. SOO-MYUNG AHN AND MS. AIJA AHN.**

- a. The following restrictions apply to Ahntech's relationship with Dr. Ahn during the term of this Agreement. Dr. Ahn shall not:
  - (i) serve as an Employee, agent, or consultant of Ahntech, with or without pay;
  - (ii) be involved in any manner, directly or indirectly, with Ahntech's day-to-day or long-term operation or management; or
  - (iii) obtain or exercise any ownership or control over Ahntech, including the right to vote any share of stock in Ahntech on any matter involving the operation or management of the Company.
- b. To the extent Dr. Ahn has business relationships, either directly or indirectly, with Ahntech, those business relationships shall be reflected in arms-length arrangements that do not provide in any manner whatsoever for Dr. Ahn to control either the day-to-day or long term operation or management of the Company during the term of this Agreement.
- c. The following restrictions apply to Ahntech's relationship with Ms. Ahn during the term of this Agreement. Ms. Ahn shall not:
  - (i) serve as an Employee, agent, or consultant of Ahntech, with or without pay;
  - (ii) be involved in any manner, directly or indirectly, with Ahntech's day-to-day or long term operation or management; or
  - (iii) obtain or exercise any ownership or control over Ahntech, including the right to vote any share of stock in Ahntech on any matter involving the operation or management of the Company.
- d. To the extent Ms. Ahn has business relationships, either directly or indirectly, with Ahntech, those business relationships shall be reflected in arms-length arrangements that do not provide in any manner whatsoever for Ms. Ahn to control either the day-to-day or long term operation or management of the Company during the term of this Agreement.
- e. To ensure neither Dr. Ahn nor Ms. Ahn is able to exercise control over Ahntech through stock ownership, the Voting Trust Agreement executed on January 29, 2014, shall remain effective for the duration of this Agreement. The Voting Trust Agreement is attached as **Exhibit D**. Additionally, Ahntech represents that Dr. and Ms. Ahn are in good faith considering and pursuing all reasonable avenues for the permanent transfer of ownership of Ahntech, which is currently held by the Trust, to or for the sole benefit of Mr. Eugene Ahn. Ahntech shall report to

the Air Force six (6), twelve (12), eighteen (18), and twenty-four (24) months after the date of execution of this Agreement on the progress made with effectuating such transfer, and the remaining steps and timeframe involved. Ultimately, after submission of these four reports, if Ms. Ahn has failed to permanently transfer all shares of Ahntech to Mr. Eugene Ahn, the Air Force shall reassess Ahntech's present responsibility. The Air Force will base such present responsibility analysis on the control and affiliation of Ms. Ahn to Ahntech, as well as the continued ownership by Ms. Ahn after all parties communicated their intent to transfer the shares.

## 11. REPORTING REQUIREMENTS.

a. **COMPANY'S REPORT.** During the first twelve (12) months of the Agreement, on a quarterly basis, Ahntech will provide a report to the Air Force that will include:

- (i) information required by other Articles and subsections of the Agreement;
- (ii) an outline of measures taken by the Company during the reporting period in response to prior IM reports;
- (iii) a report on any changes to the voting trust or written lease, included as **Exhibits D** and **E** to this Agreement, when applicable;
- (iv) a report of any contact between Mr. Ahn and Mr. Eugene Ahn, or Ms. Ahn and Mr. Eugene Ahn, related to Ahntech or other matters relating directly or indirectly to contracting with the U.S. Government;
- (v) information about, including the status of, any internal or Government investigation concerning procurement-related matters or allegations of business ethics or integrity-related misconduct that are pending, resolved, or were initiated since the Company's previous reporting period; and
- (vi) updates or enhancements to the Code, along with the updated Code training materials.

Following the submission of the Company's fourth quarterly report, due under Article 11, the Air Force will determine whether quarterly reporting must continue for the duration of this Agreement, or whether less frequent reporting is sufficient. After the initial twelve months, if the Air Force does not provide affirmative direction to Ahntech, the reporting requirements will default to biannual reports.

b. **REPORTS OF MISCONDUCT.** Ahntech shall report to the Air Force, within thirty (30) days of discovery by Management, any suspected misconduct that management has reasonable grounds to believe may constitute a violation of U.S. criminal or civil law. The Company shall investigate all reports of such misconduct that come to its attention and shall notify the Air Force of the outcome of such investigations and any potential or actual impact on any aspect of the Company's business. This requirement is in addition to other reporting requirements articulated in this Agreement and any disclosure to an agency Office

of the Inspector General and contracting officer pursuant to FAR Subpart 52.203-13.

12. **MEETING.** The Air Force and the President and Ethics Official of Ahntech shall meet within fourteen (14) days of Ahntech submitting its first Company's Report. Subsequently, between two (2) and four (4) months prior to the expiration of this Agreement, Ahntech's President and ethics Official shall meet with the Air Force Deputy General Counsel for Contractor Responsibility or designee to discuss the status of Ahntech's Program and Dr. Ahn's and Ms. Ahn's status with Ahntech. All meetings may be conducted telephonically or by video teleconference unless the Air Force directs otherwise.

13. **COOPERATION WITH INVESTIGATIONS.** Ahntech shall cooperate fully with all Government agencies responsible for audits and investigations. In addition, Ahntech shall cooperate fully with all Government agencies responsible for corrective actions relating to the stated conduct, circumstances, and representations in the Preamble of this Agreement. The Company agrees that full cooperation shall be judged solely by the Air Force (or, if appropriate, another Government agency) and shall include, at a minimum, providing unfettered and timely access to Employees, records, documents, electronically-stored information, and other information or evidence to federal law enforcement upon request and without requiring a subpoena. Pursuant to this Agreement, Ahntech shall not seek to exclude from evidence any data it provides to the Air Force (or other Government agency) from any forum including administrative, judicial, or executive.

14. **EMPLOYMENT OF SUSPENDED OR DEBARRED INDIVIDUALS.** Ahntech agrees to institute within sixty (60) days of the execution of this Agreement a written policy stating the Company will not knowingly employ an individual who is indicted, convicted, or listed by a Government agency as debarred, suspended, or otherwise ineligible for federal programs. To carry out this policy, Ahntech shall reasonably inquire into the status of any prospective Employee. Such reasonable inquiry shall include, at a minimum, a review of the System for Award Management ("SAM") to verify that the prospective Employee does not appear on the list of parties excluded from federal procurement and nonprocurement programs. Ahntech will not be required to terminate the employment of any Employee who is indicted, suspended, or proposed for debarment. Ahntech will, however, remove any such Employee from responsibility for or involvement with the Company's Government contracts businesses until the resolution of such suspension or proposed debarment. In addition, if any Employee is charged with a criminal offense relating to the honesty and integrity of the business or the Employee, Ahntech shall immediately remove that Employee from responsibility for or involvement with the Company's Government contracts businesses. If an Employee is convicted or debarred, Ahntech shall terminate the Employee's employment. In addition, Ahntech shall notify the Air Force of any such personnel action taken, and the reasons therefore, within fifteen (15) working days of the action.

15. **BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED ENTITIES.** Ahntech agrees to institute within sixty (60) days of the execution of this Agreement a written policy stating the Company will not knowingly form a contract with, purchase from, or enter into any business relationship with any individual, business entity, or business entity controlled by an



individual that is listed by a Government agency as suspended, debarred, or proposed for debarment. To carry out this policy, Ahntech shall make reasonable inquiry into the status of any potential business partner, to include, at a minimum, a review of SAM to verify the list of parties that are excluded from federal procurement and nonprocurement programs.

Notwithstanding any other provision of this paragraph, Ahntech may enter into a business relationship with a suspended or debarred contractor if the Company first determines in writing that a compelling reason justifies the action, and furnishes a copy of that determination to the Air Force within ten (10) days prior to entering into such a business relationship. Ahntech shall not enter into a business relationship with a suspended or debarred entity if the Air Force objects. In addition to the provisions of this Article, Ahntech shall comply with the requirements of FAR 9.405-2(b), and provide the Air Force a copy of the documents submitted to the contracting officer pursuant thereto.

16. **UNALLOWABLE COSTS.** Ahntech agrees that all costs, as defined in FAR 31.205-47(a), incurred by, for, or on behalf of the Company or any current or former Employee, affiliate, or agent in connection with: (a) the suspension and this Administrative Agreement; (b) any investigation conducted as a result of the suspension and/or this Administrative Agreement; or (c) the costs of Ahntech's submissions, presentations, reviews by outside consultants and law firms, and appearances before the Air Force Deputy General Counsel for Contractor Responsibility both in the past and throughout the term of the Agreement, shall be expressly unallowable costs for Government contract accounting purposes. However, Ahntech's present and future costs of maintaining, operating, and improving the Company's Program may be allowable costs for purposes of this Agreement.

17. **ADVERSE ACTIONS.** The Company avers that adverse actions taken, or to be taken, by the Company against any Employee or other individual associated with the Company arising out of or related to the conduct at issue here were or are solely the result of the Company's initiatives and decisions and were or are not the result of any action by, or on behalf of, agents or employees of the United States.

18. **PRESENT RESPONSIBILITY.** Ahntech's compliance with the terms and conditions of this Agreement shall constitute an element of the Company's present responsibility for Government contracting. By entering into this Agreement, the Air Force is not determining that Ahntech is presently responsible for any specific Government contract.

19. **NOTICE TO EMPLOYEES.** Within thirty (30) days of the effective date of this Agreement, Ahntech shall provide written notice to all employees of the relevant facts and substance of this Agreement, and the importance of abiding by the terms of this Agreement and all requirements of applicable laws, regulations, and Company policies and procedures. Ahntech will provide a copy of this notice as part of the first quarterly report to the Air Force pursuant to Article 11(a) of this Agreement.

20. **SALE OF BUSINESSES.** If Ahntech sells or in any way transfers ownership of any part of its government business, the Company shall notify the Air Force in advance and shall require the acquiring entity or transferee, as a condition of the sale or transfer, to remain bound

by the terms of this Agreement for the duration of this Agreement, including, but not limited to, all reporting requirements.

21. **PURCHASE OF BUSINESSES.** In the event that Ahntech purchases or establishes new business units to serve government contracts after the effective date of this Agreement, the Company shall implement all provisions of this Agreement, including all training and education requirements, within sixty (60) calendar days following such purchase or establishment.

22. **WAIVER.** Ahntech hereby waives all claims, demands, or requests for monies from the Government, of any kind or nature including, in law or in equity, that the Company may have or may develop in the future arising from or related to any investigation, or resulting from any administrative or judicial proceedings relating to the facts and circumstances giving rise to the suspension and this Agreement.

23. **RELEASE.** Ahntech hereby releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, the suspension, or the discussions leading to this Agreement.

24. **PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

25. **AIR FORCE RELIANCE.** Ahntech represents that all written materials and other information supplied to the Air Force directly by the Company's authorized representatives or through its counsel during the course of discussions with the Air Force preceding this Agreement are true and accurate to the best information and belief of the Company. Ahntech also represents that it has provided to the Air Force all information in its possession relating to the facts at issue. Ahntech understands that this Agreement is executed on behalf of the Air Force in reliance upon the truth, accuracy, and completeness of all such representations.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Ahntech and the Air Force and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

27. **EXTRAORDINARY EVENTS.** If Ahntech is affected by an extraordinary event or circumstance beyond its control, the Company shall not be deemed in breach of this Agreement by reason of delay in performance or non-performance, to the extent that the delay or non-performance is due to an extraordinary event of which Ahntech has timely notified the Air Force.

28. **RESTRICTION ON USE.** Ahntech shall not use any term of this Agreement, the existence of this Agreement, or the termination of the Company's suspension, for any purpose related to the defense or litigation of, or in mitigation of any criminal, civil, or administrative investigation or proceedings. Ahntech may, however, provide a copy of this Agreement to DSS as Ahntech works to reinstate its facility security clearance.

29. **BANKRUPTCY.** Bankruptcy proceedings shall not affect the enforcement of this Agreement in the interests of the Government.

30. **AUTHORIZED REPRESENTATIVE.** Mr. Eugene Y. Ahn is fully authorized to execute this Agreement and represents that he has authority to bind Ahntech.

31. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

32. **NOTICES.** Any notices, reports, or information required hereunder shall be in writing and delivered or mailed by registered, certified, or expedited postal or delivery service, with postage prepaid as follows:

If to the Company, to:

Mr. Eugene Y. Ahn  
Ahntech, Inc.  
15916 San Bernardo Center Drive  
San Diego, CA 92127-1828

If to the Air Force, to:

Mr. Rodney A. Grandon  
Deputy General Counsel  
(Contractor Responsibility)  
Department of the Air Force  
1235 South Clark Street  
Suite 300  
Arlington, VA 22202

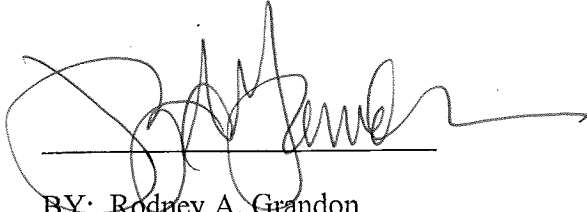
Or, to such other name and/or address as either party shall have designated by notice in writing to the other party.

33. **PUBLIC DOCUMENT.** This Agreement and any related Air Force administrative actions and notices are public documents. However, all documents submitted by Ahntech in connection with the underlying administrative action and this Agreement were provided voluntarily for the Air Force to evaluate the Company's present responsibility. Ahntech's submissions may contain sensitive trade secrets or other proprietary information that may cause harm to the Company if released. Accordingly, any release of an Ahntech submission must comply with the Freedom of Information Act or any similar laws and regulations. Additionally, the Air Force will collaborate as appropriate with Ahntech to prevent the improper disclosure of the Company's submissions.

34. **PROPOSED CHANGES OR MODIFICATIONS TO THIS AGREEMENT.**

Changes, amendments, or modifications to this Agreement shall only be made and agreed to by a written document signed by the Air Force and Ahntech. No changes shall be implemented without the prior approval of the Air Force.

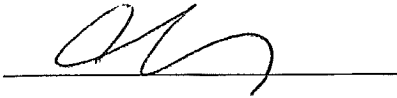
DEPARTMENT OF THE AIR FORCE



BY: Rodney A. Grandon  
Deputy General Counsel  
(Contractor Responsibility)

May 1, 2014  
DATE:

AHNTECH, INC.



BY: Eugene Y. Ahn  
President

DATE: 4/30/2014

## **EXHIBITS**

- (A) Ahntech's Code Conduct
- (B) Due Dates for Reports and Other Deliverables
- (C) Principal Members of Ahntech's Management
- (D) Voting Trust Agreement
- (E) Written Lease Between Ahntech, Inc. and Ahnpaik, LLC