

**AIR AMERICA, INC.**

1725 K STREET, N.W.  
WASHINGTON, D.C. 20006

TELEPHONE (202) 223-6130

October 31, 1974

CABLE ADDRESS  
AIRAMERICA

E-Systems, Inc.  
P. O. Box 6030  
Dallas, Texas 75222

Gentlemen:

Air America, Inc. shall place in escrow from the proceeds of the sale of its interest in Air Asia Company Limited the amount of \$900,000 immediately upon receipt of said proceeds. Said escrow shall be established with a mutually acceptable bank as escrow agent, and the escrow agreement shall be in a form satisfactory to the escrow agent. The purpose of said escrow shall be to insure compliance by Air America with the provisions of that certain Agreement for Sale of Shares executed by your Company and Air America as of the 21st day of August, 1974. It is agreed that upon confirmation by Buyer and Seller jointly of compliance with the terms of said Agreement, the escrowed funds shall be released to Air America on or before March 14, 1975, and in the event that no notice of claim under the Agreement has been given to the escrow agent by March 14, 1975, the escrowed funds shall be released to Air America on that date. In the event of any failure of compliance with the Agreement for Sale of Shares, the escrowed funds shall be paid over to E-Systems, Inc. in an amount sufficient to cure such failure, and any balance shall be paid over to Air America, all at the joint direction of E-Systems and Air America.

It is understood that the subject escrow agreement constitutes part of the consideration for the Agreement for Sale of Shares.

This letter supersedes in their entirety Air America's letters dated August 21, 1974 and October 22, 1974.

If the foregoing meets with your approval, please so indicate on the counterpart original enclosed herewith and return it to us.

Very truly yours,

AIR AMERICA, INC.

By

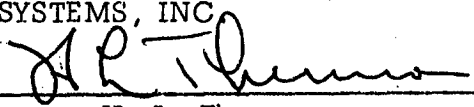
  
George A. Doole, Jr.

Vice Chairman-Board of Directors

Approved the 31st day of  
October, 1974

E-SYSTEMS, INC

By

  
H. L. Thurmon

Vice President & Treasurer

APPROVED FOR  
RELEASE  DATE:  
20-Oct-2009

ESCROW AGREEMENT

Agreement made as of the 31st day of October, 1974 among E-Systems, Inc., hereinafter called the Buyer, Air America, Inc. hereinafter called the Seller and Manufacturers Hanover Trust Co., hereinafter called the Escrow Agent, as follows:

1. The Buyer and the Seller have agreed to establish an escrow account in the amount of \$900,000, said amount to be held by the Escrow Agent in the form of Certificates of Deposit of the Escrow Agent at the rates of interest provided for therein.

2. The Escrow Agent shall make disbursements from the escrow account, including interest, upon receipt of written instructions signed by duly authorized representatives of the Buyer and the Seller and in accordance with such instructions.

3. In the event no valid instructions have been received by the Escrow Agent on or before March 14, 1975, the entire escrow account, including interest, shall be transferred to the Seller and this Agreement terminated, provided, however, that should the Escrow Agent receive written notice from the Buyer that the Buyer has made claim against the Seller for all or part of the escrowed funds, the Escrow Agent shall retain said funds, including interest, until receipt of valid instructions from the Buyer and the Seller.

4. As between the Buyer and the Seller, the fees and expenses of the Escrow Agent shall be borne by the Buyer.

5. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

6. The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

7. The Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel

of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

8. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

9. The Seller and Buyer hereby agree to pay the Escrow Agent reasonable compensation for the services to be rendered hereunder and will pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder.

10. The Buyer and Seller hereby agree to indemnify the Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability in the premises.

11. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered mail, return receipt requested, as follows:

E-Systems, Inc.  
P. O. Box 6030  
Dallas, Texas 75222


Air America, Inc.  
1725 K Street, N. W.  
Washington, D. C. 20006

Manufacturers Hanover Trust Company  
Corporate Trust Department  
40 Wall Street  
New York, New York 10015

or at such other address as any of the above may have furnished to the other parties in writing by registered mail, return receipt requested.

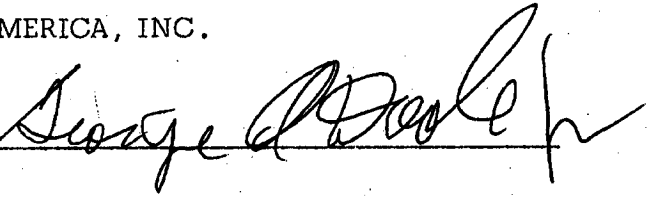
IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

E-SYSTEMS, INC.

By 

H. L. Thurmon  
Vice President & Treasurer

AIR AMERICA, INC.

By 

MANUFACTURERS HANOVER TRUST COMPANY

By \_\_\_\_\_