

REEL: 001976 FRAME: 0132

AFFIDAVIT

I, William J. Ferguson, Jr., being duly sworn, deposes and says:

1. I am Vice President, Secretary and General Counsel of Raytheon Engineers & Constructors International, Inc. and in that capacity attest to the facts set forth below.
2. As of 31 December 1993, The Badger Company, Inc. was merged into Raytheon Engineers & Constructors International, Inc. which is successor to the assets of The Badger Company, Inc.
3. Raytheon Engineers & Constructors, Inc. is a wholly-owned subsidiary of Raytheon Engineers & Constructors International, Inc.
4. Pursuant to a Technology Transfer Agreement of 31 December 1993 and Addendum Number 1 thereto, Raytheon Engineers & Constructors International, Inc. transferred and assigned the ownership interests in all intellectual property, including but not limited to patent rights and trademarks, previously owned by The Badger Company, Inc. to Raytheon Engineers & Constructors, Inc.
5. The attached Technology Transfer Agreement and Addendum Number 1 are true and accurate copies of the Agreement and Addendum referred to in Paragraph 4 above.

WJF

By:

William J. Ferguson, Jr.
William J. Ferguson, Jr.
Vice President, Secretary and
General Counsel
Raytheon Engineers & Constructors
International, Inc.

Notarial Certificate

Commonwealth of Massachusetts)

ss.

County of Middlesex

On this 27th day of September 1999 before me appeared William J. Ferguson, Jr. to me personally known who, being by me duly sworn, did say that he signed the foregoing Affidavit on behalf of Raytheon Engineers & Constructors International, Inc. and said William J. Ferguson, Jr. acknowledged said Affidavit to be the free act and deed of said corporation.

Catherine A. McCall
My Commission Expires: Sept 16, 2005

TECHNOLOGY TRANSFER AGREEMENT

Between

RAYTHEON ENGINEERS & CONSTRUCTORS
INTERNATIONAL, INC.
("RECI")

and

RAYTHEON ENGINEERS & CONSTRUCTORS, INC.
("REC")

Dated as of December 31, 1993

R42694

TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (this "Agreement") is made as of December 31, 1993 between Raytheon Engineers & Constructors International, Inc., a Delaware corporation ("RECI") and Raytheon Engineers & Constructors, Inc., a Delaware corporation (f/k/a "United Engineers & Constructors Inc." and referred to herein as "REC").

WHEREAS, pursuant to a Plan and Agreement of Reorganization (the "Plan and Agreement"), dated as of December 29, 1993, The Badger Company, Inc., a Delaware corporation ("Badger"), merged with and into RECI with RECI as the surviving corporation;

WHEREAS, BADGER possessed, and had certain rights in various technical information, know-how, processes, trade secrets, patent rights and similar intellectual property ("Badger Technology") which related to various technical areas encompassed by the business activities of Badger and its subsidiaries;

WHEREAS, BADGER possessed and/or had access to certain technical information, know-how, processes, trade secrets, patent rights and similar intellectual property of third parties under various agreements with such third parties ("Badger Agreements") which granted Badger, either directly or through its subsidiaries, certain rights to use, disclose and/or license such intellectual property; and

WHEREAS, RECI and REC wish to enter into this Agreement in order to transfer the rights to the Badger Technology to REC and in order to transfer, to the extent permitted, RECI's rights and obligations under the Badger Agreements to REC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

1.01. Transfer of Technology and Agreements. (a) Upon the terms and subject to the conditions set forth in this Agreement (including, without limitation, the provisions of Section 2.01), RECI, to the full extent of its right to do so, hereby assigns, transfers and delivers to REC and REC hereby acquires and accepts from RECI such rights in the Badger Technology formerly belonging to Badger and all its rights, properties, assets, claims and contracts (including the Badger Agreements) if any, relating thereto, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever located (collectively, the "Assets").

(b) As consideration for the sale, assignment, transfer and delivery of the Assets, REC assumes and agrees to pay, perform, fulfill and discharge all liabilities and obligations of RECI relating to the Assets (the "Assumed Liabilities").

(c) RECI and REC agree to cooperate to identify all of the Assets and prepare a list thereof as required as promptly as practicable after the date of this Agreement.

(d) The transfer and assumption contemplated by this Agreement shall occur effective as of 11:59 p.m. (Boston local time) on December 31, 1993.

ARTICLE 2.

2.01 Covenants of REC and RECI. (a) To the extent that any intellectual property, contract, lease, license or other agreement which is to be transferred to REC pursuant to this Agreement is not capable of being transferred by RECI without the consent, approval or waiver of a third person or entity (including a governmental authority) or if such transfer or attempted transfer would constitute a breach thereof or a violation of any law, rule or regulation, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(b) Notwithstanding anything contained in this Agreement to the contrary, RECI will not be obligated to transfer to REC any of its rights and obligations in and to any of the intellectual property, licenses, contracts, leases or other agreements referred to in paragraph (a) without first having obtained all consents, approvals and waivers necessary for such transfers. RECI and REC will cooperate to obtain such consents, approvals and waivers, to resolve the practicalities of transfer referred to in paragraph (a) and to obtain any other consents, approvals and waivers necessary to transfer to REC any of such intellectual property, licenses, contracts, leases or other agreements.

(c) Until such consents, approvals and waivers referred to in paragraph (a) are obtained by RECI or in the case of any such contract or agreement, unless and until such contract or agreement is novated or assigned to REC as contemplated below or such contract or agreement is returned to RECI as contemplated by paragraph (d) below, RECI and REC will use reasonable best efforts to (i) provide to REC the economic benefits and burdens of any intellectual property, licenses, contract, lease or other agreement referred to in paragraph (a) (but without any novation, assignment, or sub-contracting taking place without necessary consents and approvals), (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and burdens to REC without incurring any obligation to any other person other than to provide such benefits to REC, and (iii) enforce, at the request of REC and for the account of REC, any rights of RECI arising from any such contract, lease, intellectual property, license, or other agreement (including without limitation the right to elect to terminate such contract, lease, license or other agreement in accordance with the terms thereof upon the advice of REC).

(d) If REC and RECI are unable to obtain (upon terms reasonably satisfactory to each) any required consents to novate, assign or subcontract any particular contract or agreement or series of related contracts or agreements, and it becomes evident to RECI and REC that no such consent will be obtained, and no other mutually satisfactory arrangements are agreed to, then (i) such unassigned contract shall not be transferred to REC and (ii) RECI and REC shall enter into a seconding agreement or subcontract arrangement in a mutually acceptable form. Such seconding agreement or subcontract arrangement shall have the effect that as between REC and RECI, REC bears economic responsibility for all profits and losses for such unassigned contract relating to periods after the date hereof and all liabilities arising after the date hereof with respect to the performance of such unassigned contract.

ARTICLE 3.

3.01. Further Assurances. At any time and from time to time RECI shall, at the request of REC, execute and deliver, or cause to be executed and delivered, all such deeds, documents, and further instruments, and take or cause to be taken all such other actions, as REC may reasonably deem necessary or desirable in order to fully and effectively vest in REC, or to confirm REC's title to and possession of, the Assets.

3.02 Applicable Law. This agreement shall be interpreted in accordance with, and governed by, the laws of the Commonwealth of Massachusetts in resolving any dispute arising under or concerning this agreement, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

3.03 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

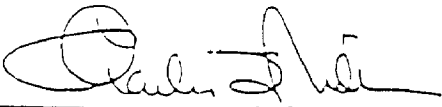
3.04 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, such determination shall not affect or impair the enforceability or validity of the remaining provisions of this Agreement.

3.05 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

3.06 Surviving Obligations. Nothing contained herein is intended to relieve RECI of any obligation to any third party with regard to any assets transferred hereunder which are inherently intended to survive termination such as, for example, confidentiality obligations to such third party.

3.07 Confidentiality. As to any intellectual property which may be disclosed to REC by RECI and which is subject to obligations of confidentiality to a third party, REC agrees to treat such intellectual property as confidential in the same way and to the same extent as RECI is obligated to do so under the terms of the Badger Agreements. Furthermore, REC agrees that should it have disclosed to it any intellectual property which is subject to confidentiality obligations contained in agreements between affiliates of Badger and a third party, REC agrees to treat such intellectual property as confidential in the same way and to the same extent as the Badger affiliate is obligated to do so under the applicable agreement.

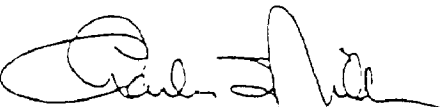
RAYTHEON ENGINEERS &
CONSTRUCTORS, INC.

By: 

Name: CHARLES G. MILLER

Title: CHAIRMAN AND CEO

RAYTHEON ENGINEERS &
CONSTRUCTORS INTERNATIONAL, INC.

By: 

Name: CHARLES G. MILLER


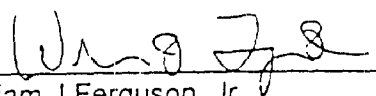
Title: CHAIRMAN AND CEO

Addendum Number 1 to
The Technology Transfer Agreement of
31 December 1993 Between
Raytheon Engineers & Constructors International, Inc.
And
Raytheon Engineers & Constructors, Inc.

This Addendum to the above-referenced Agreement is made to clarify and confirm that the intellectual property transferred to Raytheon Engineers & Constructors, Inc. pursuant to said Agreement is intended to and does include trademarks, service marks and copyrights previously owned by The Badger Company, Inc.


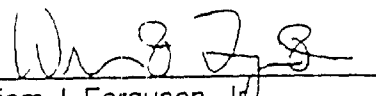
Agreed:

Raytheon Engineers & Constructors, Inc.

 By: 
William J. Ferguson, Jr.
Vice President Secretary and General Counsel

Agreed:

Raytheon Engineers & Constructors International, Inc.

 By: 
William J. Ferguson, Jr.
Vice President, Secretary and General Counsel

NOTARIAL CERTIFICATE

I, Nicholas A. Pandiscio, being a Notary Public in the Commonwealth of Massachusetts, United States of America, hereby certify that the attached documents are true copies of the following documents:

1. Certificate of the Secretary of State of Delaware certifying an Agreement of Merger recorded December 29, 1993 which merges the following companies all incorporated in Delaware:

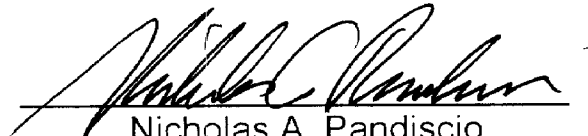
- (a) The Badger Company, Inc.;
- (b) Raytheon Engineers & Constructors, Inc.;
- (c) United Engineers & Constructors International, Inc.;
- (d) Raytheon Engineers & Constructors International, Inc.;

with merged company having the name Raytheon Engineers & Constructors International, Inc.

2. Affidavit of William J. Ferguson, Jr., Vice President, Secretary and General counsel of Raytheon Engineers & Constructors International, Inc., attesting to the fact that Raytheon Engineers & Constructors, Inc. is a wholly owned subsidiary of Raytheon Engineers & Constructors International, Inc., and also that Raytheon Engineers & Constructors International, Inc., by means of a Technology Transfer Agreement dated December 31, 1993, transferred all of its intellectual property, including patent rights previously owned by The Badger Company, Inc., to Raytheon Engineers & Constructors, Inc.

3. Technology Transfer Agreement between Raytheon Engineers & Constructors International, Inc. and Raytheon Engineers & Constructors, Inc. dated December 31, 1993.

Signed:


Nicholas A. Pandiscio
Notary Public

Date:

10/5/99

My Notary Public commission expires:

15 July 2005