

HERRMANN LAW GROUP

AVIATION, PERSONAL INJURY, & INSURANCE LAW

-EST. 1950-

FORMER SENATOR & INSURANCE COMMISSIONER

Karl Herrmann (1915-1997) Founder

April 4, 2019

Rusdi Kirana, Owner
Rudi Lumingkewas, CEO
Edward Sirait, President Director
PT Lion Mentari Airlines
Lion Air Tower Ji. Gajahmada No. 7
Jakarta Pusat 10130 Indonesia

Nick Brown
Group Chief Executive Officer
Global Aerospace
Fitzwilliam House, 10 St. Mary Axe,
London, EC3A 8EQ, UK

Indira Baruna, President Director
Tugu Pratama Insurance Co.
Wisma Tugu I, Jl.
H.R. Rasuna Said Kav. C8-9
Jakarta 12920
Indonesia

Peng Lim
Global Head of Aviation
Kennedys Legal Solutions
80 Raffles Place, #44-01
Singapore 048624

Re: Illegal R&D, Lion Air Crash JT610

Dear All:

The U.S. law firm **HERRMANN LAW GROUP** together with Indonesian law firm **DANTO DAN TOMI & REKAN** represents families of 24 deceased victims of Lion Air crash of flight JT 610 in the Java Sea near Karawang, West Java, Indonesia on October 29, 2018. **[See Ex. 1, List of Decedents]**

On behalf of these victims, we demand you immediately pay each family the Rp 1.254 billion (\$88,725.58 USD) mandated by Indonesia law without requiring they sign your illegal Releases and Discharge (R&D).

The history of your activities begins with a November 1, 2018 press release issued by Indra Baruna, President Director of Tugu Pratama Insurance Co. He baited the trap when he proclaimed:

"As the insurance company, we are ready 100% to pay our obligation to the heirs and the insured of Lion Air Group," said Indra Baruna, President Director of Tugu Insurance.

Big family of Tugu Insurance are conveying deepest condolences for the tragic event. "As the insurance company, we are ready 100% to pay our obligation to the heirs and the insured of Lion Air Group," said Indra Baruna, President Director of Tugu Insurance

Related with disbursement of claim, Indra stated that, obligation and commitment of Tugu Insurance is to settle the claims as soon as possible. Tugu Insurance is ready to do so. Coordination and good cooperation of interested parties is required to accelerate the process.

Indra also stressed that, "The amount of insurance for the passengers, is regulated in polis agreement and of course we are referring to Ministry

of Transportation's Regulation No. 77 Year 2011 about Air Carrier's Responsibility Article 3 (a), that passengers who died in an airplane that was caused by an airplane crash or an event that related to air transportation were compensated Rp. 1,250,000,000.00 (one billion two hundred fifty million rupiahs) per passenger."

Tugu Insurance and Lion Air Group have good cooperation that covered several types of full coverage insurance, for the plane, passengers and air crew. Fast and good service is the commitment of Tugu Insurance as service company that engaged in general insurance. "We will definitely going to pay the claim of Lion Air JT-610 soon," said Indra. [See: Ex. 2: Tugu Press Release]

Tugu's President Director lured the victims by accurately stating the insurers' obligation to pay quick and easy, but he did not mention the hook—the illegal R&D. Victims would have to forfeit all their rights to receive full compensation from those responsible for the accident, not only Lion Air but also Boeing and more than 1000 other potential defendants. [See: Ex. 3, R&D Releasees]

The *Aviation Law of Indonesia* is not subject to interpretation. It means exactly the words written. Chapter 8 *Responsibility of Carrier*; Para 2, Article 141 provides that Lion Air is strictly liable to pay these victims the above amount as set by MOTR No. 77/2011 Articles 3 & 5. Like life insurance, no proof of fault or damages is required. Victims need only establish that their loved one died in the crash and that they are their decedent's legal heirs. Nothing more.

Instead of fulfilling your duty, you all conspired to violate Indonesian law by compelling victims to sign an illegal R&D, in which they are forfeiting all their rights to receive full compensation by releasing Lion Air, Boeing and over 1000 other potential defendants. This is a direct violation of the *Aviation Law of Indonesia*, Article 186, which expressly forbids your illegal R&D:

Paragraph 14, Special Requirements

Article 186

1. The carrier is **forbidden** to have an agreement or special requirement that **releases** carrier's responsibility or determine lower limit for compensation than is regulated by this law.

... [See: Ex. 4, Aviation Laws of Indonesia]

Even worse, para 14 of your illegal R&D reads:

14. The Releases [victim family members] have been given the opportunity to consult with a lawyer to review and evaluate this Release and Discharge and Releases attest that they have done so or agree to waive this right..." [See: Ex. 6, R&D para 14.]

Nothing could be further from truth. You gave them no such opportunity. Truth is you refused to allow victims to have a copy of your illegal R&D so they could review it with a lawyer of their choosing. No, you required them to sign 9 pages containing 21 paragraphs of extremely complicated legal terminology meticulously concocted by

your team of lawyers while at the same time denying victims the effective assistance of counsel.

The language found in your illegal R&D was so egregious it prompted the legal expert in the Bangka Belitung Governor's office, Mr. Zaidan, to remark: "*So lacking in humanity, even Satan himself would not have written it.*"¹

Overshadowing this illegal R&D is the horrendous imbalance in bargaining positions. One pictures Lion Air armed with its insurers' lawyers who wrote the 21 paragraphs of legal jargon sitting at table, ready to convince the next victim to sign. While on the other side the table sits a grieving widow, all alone, no husband, no lawyer to help her, armed with only a high school education, and desperately in need of means to clothe and feed her children.

This widow is exactly the victim these laws were humanely designed to protect. Prompt payment, without the illegal R&D, would provide immediate support for her and her children without stripping her of her right to receive full compensation from those responsible for this tragedy as provided in Article 1370, *Civil Code of Indonesia*.

Further, in a recent meeting Lion Air falsely claimed that it had satisfied its duty by simply purchasing insurance through Tugu Pratama/Global Aerospace insurance companies. Nonsense, the law is clear. It is the air carrier who has the legal duty to pay. If Tugu Pratama or Global Aerospace sold Lion Air the wrong policy, one that did not cover the payment imposed by Article 141 of the *Aviation Law*, that would have been a serious mistake. But that would be a dispute among Lion Air, Tugu, and Global Aerospace. Lion Air remains liable to make these payments. Lion Air may very well have a lawsuit against Tugu and/or Global Aerospace for failing to provide the correct terms in their policies, but that would not allow Lion Air to escape its legal obligations by lamely trying to pass responsibility off to its insurers.

We also understand the meeting was attended by Aerospace lawyers who work out of the Singapore office of Kennedys Legal Solutions law firm. These lawyers tried to defend the illegal R&D by arguing that some sort of "international custom" overrules Indonesia law. It's an absurd proposition, an entirely fake argument, without legal foundation whatsoever. An insurance coverage question such as this is controlled exclusively by the law of the country in which the coverage is issued. Regardless of how a policy may be written, it cannot affect the liability of the insured (Lion Air) under the national law of the country in which the policy was issued. In this case, the *Aviation Law of Indonesia* unquestionably controls. Lion Air owes victims this payment. You are expressly forbidden to require a release for anyone.

You have been repeatedly so instructed by officials of the Indonesian government as in the order by the Director General of Air Transportation Polama B. Pramest on February 8, 2019. [**See: Ex. 5, Order to Pay**]

We were initially mystified by your inclusion of releases for Boeing and over 1000 other potential defendants. That is until we learned that Tugu Pratama in turn purchased reinsurance from Global Aerospace² who also insures Boeing. Then it all

¹ I personally confirmed the quote with attorney Zaidan in a face-to-face meeting with him in which four other people were present at the Novotel Hotel in Pangkal Pinang, Indonesia.

² Global Aerospace CEO Nick Brown admitted his company does indeed insure both Lion Air and Boeing. <https://www.reuters.com/article/us-ethiopia-airplane-insurance-idUSKBN1QS1D8>

made sense. Like a puppeteer behind the scenes, Global Aerospace's lawyers dictated the terms in your illegal R&D. They refused victims the opportunity to take a copy of your illegal R&D for review with a lawyer. All this while Global Aerospace has a conflict of interest insuring both Lion Air and Boeing.

Now, with the second horrific crash of a Boeing 737 MAX in Ethiopia involving the same defects in equipment, design, warnings, and instruction, the toll of human agony has risen to unprecedented intensity. Rather than spending your time trying strip bereaved families of their legal rights, perhaps you should have been more concerned with remedying defects in the Boeing 737 MAX. The adage rings true: "*Never underestimate the power of greed.*"

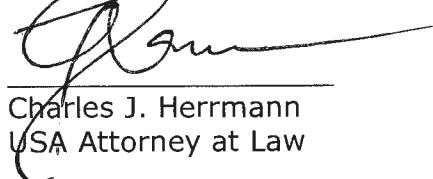
Nonetheless, we wish to conclude this demand by making clear our sole interest lies in securing just compensation for these victims. We will sue if we must, but we do not desire litigation. We strongly prefer settlement. We can envision a full settlement with you for your share of our clients' total damages—*independent of our claims against Boeing or other defendants.* Your insurer owes you the duty to extricate you from litigation without requiring the release of other businesses they may insure. To that end, we invite you to enter into good faith negotiations seeking a fair settlement acceptable to both sides.

However, to be abundantly clear, unless you agree to pay the amount you owe our victims and/or enter into good faith negotiations within 30 days of receipt of this letter, you are hereby given notice that our Indonesian counsel will thereafter commence a lawsuit against you here in Indonesia.

Should Boeing try to defend itself with these illegal releases in our lawsuits in the USA, we American counsel will welcome the opportunity to champion the rights of these victims in an U.S. Court of Law against such flagrant injustice.

We await your response.

HERRMANN LAW GROUP



Charles J. Herrmann
USA Attorney at Law

HERRMANN LAW GROUP

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Peng Lim
Global Head of Aviation
Kennedys Legal Solutions
80 Raffles Place, #44-01
Singapore 048624

Perihal: Pelanggaran R&D, Kecelakaan Lion Air JT610

Kepada Semua:

Firma hukum AS **HERRMANN LAW GROUP** bersama-sama dengan firma hukum Indonesia **DANTO DAN TOMI & REKAN** mewakili keluarga dari 24 korban kecelakaan Lion Air penerbangan JT 610 di Laut Jawa dekat Karawang, Jawa Barat, Indonesia pada 29 Oktober 2018. **[Lihat Ex. 1, Daftar Korban]**

Atas nama para korban ini, kami meminta Anda segera membayar setiap keluarga Rp 1,254 miliar (\$ 88.725,58 USD) yang diamanatkan oleh hukum Indonesia tanpa mengharuskan mereka menandatangani Release & Discharge (R&D) Anda yang tidak sah.

Sejarah kegiatan Anda dimulai dengan siaran pers 1 November 2018 yang dikeluarkan oleh Indra Baruna, Presiden Direktur Tugu Pratama Insurance Co. Ia memberi umpan jebakan ketika ia menyatakan:

Sebagai perusahaan asuransi, kami siap 100% untuk membayar kewajiban kepada para ahli waris dan tertanggung Lion Air Group, "kata Indra Baruna, Presiden Direktur Tugu Insurance

Terkait pencairan klaim, Indra menyatakan bahwa, kewajiban dan komitmen Asuransi Tugu adalah menyelesaikan klaim sesegera mungkin. Asuransi Tugu siap melakukannya. Diperlukan koordinasi dan kerja sama yang baik dari pihak-pihak yang berkepentingan untuk mempercepat proses.

Segenap keluarga besar Tugu Insurance menyampaikan turut berduka yang sedalam - dalamnya atas musibah yang terjadi. "Kami sebagai perusahaan asuransi siap seratus persen membayarkan kewajiban

klaim kepada ahli waris dan pihak tertanggung Lion Air Group," kata Indra Baruna Presiden Direktur Tugu Insurance

Indra juga menekankan bahwa, "Jumlah asuransi untuk penumpang, diatur dalam perjanjian polis dan tentu saja kami mengacu pada Peraturan Menteri Perhubungan No. 77 Tahun 2011 tentang Tanggung Jawab Pengangkut Udara Pasal 3 (a), bahwa penumpang yang meninggal dalam sebuah pesawat terbang yang disebabkan oleh kecelakaan pesawat terbang atau peristiwa yang berkaitan dengan transportasi udara dikompensasi Rp. 1.250.000.000,00 (satu miliar dua ratus lima puluh juta rupiah) per penumpang.

Kerja sama Tugu Insurance dan Lion Air Group telah terjalin dengan sangat baik mencakup beberapa jenis proteksi asuransi secara menyeluruh, baik pesawat, penumpang maupun air crew. Pelayanan yang baik dan cepat adalah komitmen Tugu Insurance sebagai perusahaan jasa yang bergerak dibidang asuransi umum. "Kami pasti dan segera membayarkan klaim asuransi pesawat Lion Air JT-610," jelas Indra. [Lihat: Ex. 2: Siaran Pers Tugu]

Direktur Utama Tugu memikat para korban dengan secara akurat menyatakan kewajiban perusahaan asuransi untuk membayar dengan cepat dan mudah, tetapi dia tidak menyebut kaitannya — R&D yang tidak sah. Para korban harus kehilangan semua hak mereka untuk menerima kompensasi penuh dari mereka yang bertanggung jawab atas kecelakaan itu, tidak hanya Lion Air tetapi juga Boeing dan lebih dari 1000 terdakwa potensial lainnya. [Lihat: Ex. 3, R&D Releasees]

Undang Undang Penerbangan Indonesia tidak subject pada interpretasi. Artinya persis seperti kata-kata yang ditulis. Bab 8 Tanggung Jawab Operator; Para 2, Pasal 141 menyatakan bahwa Lion Air benar-benar bertanggung jawab untuk membayar para korban ini jumlah yang disebutkan di atas sebagaimana diatur oleh Permenhub No. 77/2011 Pasal 3 & 5. Seperti asuransi jiwa, tidak diperlukan bukti kesalahan atau kerusakan. Para korban hanya perlu memastikan bahwa orang yang mereka cintai meninggal dalam kecelakaan itu dan bahwa mereka adalah pewaris sah mereka. Tidak ada lagi. [Lihat: Ex. 4, Aviation Laws of Indonesia]

Alih-alih memenuhi tugas Anda, Anda semua berkonspirasi untuk melanggar hukum Indonesia dengan memaksa korban untuk menandatangani R&D ilegal, di mana mereka kehilangan semua hak mereka untuk menerima kompensasi penuh dengan melepaskan Lion Air, Boeing dan lebih dari 1000 terdakwa potensial lainnya. Ini adalah pelanggaran langsung terhadap Undang Undang Penerbangan Indonesia, Pasal 186, yang secara tegas melarang R&D Anda:

Paragraf 14, Persyaratan Khusus

Pasal 186

1. Pengangkut **dilarang** membuat perjanjian atau persyaratan khusus yang meniadakan tanggung jawab pengangkut atau menentukan batas yang lebih rendah dari batas ganti kerugian yang diatur dalam undang-undang ini. [Lihat: Ex. 4, Aviation Laws of Indonesia]

Lebih buruk lagi, paragraf 14 dari R&D illegal ini berbunyi:

14. Pelepas hak [anggota keluarga korban] telah diberi kesempatan untuk berkonsultasi dengan pengacara untuk meninjau dan mengevaluasi Pelepasan dan Pembebasan ini dan Pelepas Hak menyatakan bahwa mereka telah melakukannya atau setuju untuk melepaskan hak ini...." [Lihat: Ex. 6, R&D para 14.]

Tidak ada yang bisa lebih jauh dari kebenaran. Anda tidak memberi mereka kesempatan seperti itu. Yang benar adalah Anda menolak untuk mengizinkan keluarga korban memiliki salinan R&D Anda yang ilegal sehingga mereka dapat memeriksanya dengan pengacara yang mereka pilih. Tidak, Anda meminta mereka untuk menandatangani 9 halaman yang berisi 21 paragraf dari terminologi hukum yang sangat rumit yang dibuat dengan cermat oleh tim pengacara Anda, sementara pada saat yang sama menolak korban untuk mendapatkan bantuan penasihat hukum yang efektif.

Bahasa yang ditemukan dalam R&D ilegal Anda begitu mengerikan sehingga mendorong ahli hukum di kantor Gubernur Bangka Belitung, Mr. Zaidan, untuk berkomentar: "Begitu tidak berpikermanusiaannya, bahkan Setan sendiri tidak akan menulisnya."¹

Melebihi R&D ilegal ini adalah ketidakseimbangan yang mengerikan dalam posisi tawar. Disini dapat digambarkan dimana Lion Air yang dipersenjatai dengan pengacara perusahaan asuransinya yang menulis 21 paragraf jargon hukum yang duduk di meja, siap meyakinkan korban berikutnya untuk menandatangani. Sementara di sisi lain meja duduk seorang janda yang berduka, sendirian, tanpa suami, tanpa pengacara untuk membantunya, dipersenjatai hanya dengan pendidikan sekolah menengah, dan sangat membutuhkan sarana berpakaian dan memberi makan anak-anaknya.

Janda seperti ini adalah korban yang sebenarnya dasar dari hukum undang-undang ini dibuat untuk melindunginya. Pembayaran cepat, tanpa R&D ilegal, akan memberikan dukungan langsung untuknya dan anak-anaknya tanpa melepaskan haknya untuk menerima kompensasi penuh dari mereka yang bertanggung jawab atas tragedi ini sebagaimana diatur dalam Pasal 1370, KUHPerdata Indonesia.

Lebih lanjut, dalam pertemuan baru-baru ini, Lion Air dengan keliru menyatakan bahwa mereka telah memenuhi tugasnya dengan hanya membeli asuransi melalui Tugu Pratama / perusahaan asuransi Aerospace Global. Ini omong kosong, hukumnya jelas. Maskapai penerbanganlah yang memiliki kewajiban hukum untuk membayar. Jika Tugu Pratama atau Global Aerospace menjual Lion Air polis yang salah, polis yang tidak mencakup pembayaran yang diberlakukan oleh Pasal 141 UU Penerbangan, itu akan menjadi kesalahan serius. Tapi itu akan menjadi perselisihan antara Lion Air, Tugu, dan Global Aerospace. Tetapi Lion Air tetap bertanggung jawab untuk melakukan pembayaran ini. Lion Air mungkin sekali memiliki gugatan terhadap Tugu dan / atau Global Aerospace karena gagal memberikan syarat yang benar dalam polis mereka, tetapi itu tidak akan memungkinkan Lion Air lolos dari

¹ Saya secara langsung mengkonfirmasi ucapan pengacara Zaidan pada saat saya bertemu dengan beliau di Hotel Novotel Pangkal Pinang, Indonesia. Ada 3 orang lainnya juga hadir.

kewajiban hukumnya dengan mencoba memberikan tanggung jawab kepada perusahaan asuransinya.

Kami juga memahami bahwa pertemuan tersebut dihadiri oleh pengacara Aerospace yang bekerja di kantor firma hukum Kennedys Legal Solutions di Singapura. Pengacara-pengacara ini mencoba membela R&D ilegal dengan menyatakan bahwa semacam "kebiasaan internasional" mengesampingkan hukum Indonesia. Itu adalah proposisi yang absurd, argumen yang sepenuhnya palsu, tanpa dasar hukum apa pun. Pertanyaan tentang pertanggungan asuransi seperti ini dikendalikan secara eksklusif oleh hukum negara tempat pertanggungan diterbitkan. Terlepas dari bagaimana suatu kebijakan dapat ditulis, itu tidak dapat mempengaruhi tanggung jawab tertanggung (Lion Air) berdasarkan hukum nasional negara di mana kebijakan itu dikeluarkan. Dalam hal ini, Hukum Penerbangan Indonesia tidak diragukan lagi yang mengendalikan. Lion Air berutang kepada korban untuk pembayaran ini. Anda secara tegas dilarang untuk meminta pembebasan untuk siapa pun.

Anda sudah berulang kali diinstruksikan melakukan hal tersebut oleh pejabat pemerintah Direktorat Jenderal Transportasi Udara, Polama B. Pramest tanggal 8 Februari 2019. **[Lihat: Ex. 5, Order to Pay]**

Kami awalnya dibuat bingung oleh pencantuman Anda akan pembebasan untuk Boeing dan lebih dari 1000 terdakwa potensial lainnya. Sampai kita tahu bahwa Tugu Pratama pada gilirannya membeli reasuransi dari Global Aerospace² yang juga mengasuransikan Boeing. Kemudian semuanya masuk akal. Seperti seorang dalang di balik layar, pengacara Global Aerospace mendikte persyaratan dalam R&D ilegal Anda. Mereka menolak kesempatan korban untuk mengambil salinan R&D ilegal Anda untuk diperiksa dengan pengacara. Semua ini terjadi sementara Global Aerospace memiliki konflik kepentingan yang mengasuransikan Lion Air dan Boeing.

Sekarang, dengan kecelakaan mengerikan kedua Boeing 737 MAX di Ethiopia yang melibatkan cacat produk yang sama dalam peralatan, desain, peringatan, dan instruksi, korban penderitaan manusia telah meningkat menjadi intensitas yang belum pernah terjadi sebelumnya. Daripada menghabiskan waktu Anda mencoba melucuti keluarga yang kehilangan hak hukum mereka, mungkin Anda seharusnya lebih peduli dengan memperbaiki cacat pada Boeing 737 MAX. Pepatah berdering benar: "Jangan pernah meremehkan kekuatan keserakahan."

Meskipun demikian, kami ingin menyimpulkan permintaan ini dengan menjelaskan kepentingan utama kami adalah mendapatkan kompensasi yang adil bagi para korban ini. Kami akan menuntut jika kami harus, tetapi kami tidak menginginkan litigasi. Kami lebih memilih penyelesaian. Kami dapat membayangkan penyelesaian penuh dengan Anda untuk bagian Anda dari total kerugian klien kami — terlepas dari klaim kami terhadap Boeing atau terdakwa lainnya. Perusahaan asuransi Anda berutang kepada Anda kewajiban untuk membebaskan Anda dari litigasi tanpa mengharuskan pelepasan bisnis lain yang mungkin mereka asuransikan. Untuk itu,

² CEO Global Aerospace, Nick Brown, mengakui bahwa perusahaannya adalah perusahaan asuransi dari Boeing dan Lion Air. <https://www.reuters.com/article/us-ethiopia-airplane-insurance-idUSKBN1QS1D8>

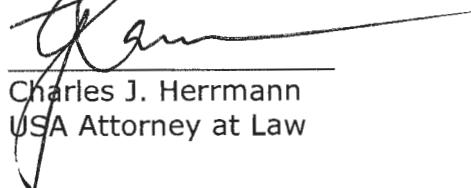
kami mengundang Anda untuk melakukan negosiasi dengan itikad baik mencari penyelesaian yang adil yang dapat diterima oleh kedua belah pihak.

Namun, untuk menjadi sangat jelas, kecuali jika Anda setuju untuk membayar jumlah yang Anda berutang kepada korban yang kami wakili dan / atau mengadakan negosiasi dengan itikad baik dalam waktu 30 hari setelah menerima surat ini, Anda dengan ini diberi pemberitahuan bahwa penasihat hukum Indonesia kami akan bersiap untuk memulai gugatan terhadap Anda di sini di Indonesia.

Jika Boeing mencoba membela diri dengan pembebasan ilegal ini dalam tuntutan hukum kami di AS, kami, penasihat hukum Amerika, akan menyambut baik kesempatan untuk memperjuangkan hak-hak para korban ini di Pengadilan Hukum A.S. terhadap ketidakadilan yang sangat mencolok tersebut.

Kami menunggu tanggapan Anda.

HERRMANN LAW GROUP



Charles J. Herrmann
USA Attorney at Law

Ex. 1

HERRMANN LAW GROUP

List of Decedents

April 4, 2019

#	Decedent
1	Abdul Khaer
2	Adonia Magdiel Bongkal
3	Ahmad Mughni HS
4	Akhmad Endang Rochmana
5	Arif Yustian
6	Bambang Rozali Usman
7	Dadang
8	Daryanto
9	Dolar
10	Fifi Hajanto
11	Hardy
12	Joyo Nuroso
13	Maria Ulfah
14	Matthew Darryl Bongkal
15	Mohamad Fadillah
16	Muhammad Luthfi Nurramdhani
17	Monni
18	Reo Yumitro
19	Sastiarta
20	Tesa Kausar
21	Trianingsih Putri Van Ende
22	Vera Junita
23	Verian Utama
24	Yunita

Ex. 2

Tugu PR

Press Release

1 November 2018

Tugu Insurance is ready to pay the claim of Lion Air JT-610

PT Asuransi Tugu Pratama Indonesia Tbk (Tugu Insurance) guaranteed the Lion Air Group's payment for insurance claim of Lion Air JT 610 victims that crashed on Karawang, West Java, Monday October 29, 2018.

Big family of Tugu Insurance are conveying deepest condolences for the tragic event. "As an insurance company, we are ready 100% to pay our obligation to the heirs and the insured of Lion Air Group," said Indra Baruna, President Director of Tugu Insurance

Related with disbursement of claim, Indra stated that, obligation and commitment of Tugu Insurance is to settle the claims as soon as possible. Tugu Insurance is ready to do so. Coordination and good cooperation of interested parties is required to accelerate the process.

Indra also stressed that, "The amount of insurance for the passengers, is regulated in policy agreement and of course we are referring to Ministry of Transportation's Regulation No. 77 Year 2011 about Air Carrier's Responsibility Article 3 (a), that passengers who died in an airplane that was caused by an airplane crash or an event that related to air transportation will be compensated as much as Rp. 1,250,000,000.00 (one billion two hundred fifty million rupiah) per passenger."

Tugu Insurance and Lion Air Group have good cooperation that covered several types of full coverage insurance, for the plane, passengers and air crew. Fast and good service is the commitment of Tugu Insurance as service company that engaged in general insurance. "We will definitely going to pay the claim of Lion Air JT-610 soon," said Indra.

Ex. 2 Tugu PR



Tugu Insurance Siap Bayar Klaim Asuransi Lion Air JT-610

JAKARTA – PT Asuransi Tugu Pratama Indonesia Tbk (Tugu Insurance) menjamin Lion Air Group atas pembayaran klaim asuransi korban kecelakaan pada pesawat Lion Air JT-610 yang jatuh di perairan Karawang, Jawa Barat, Senin (29/10/2018).

Segenap keluarga besar Tugu Insurance menyampaikan turut berduka yang sedalam - dalamnya atas musibah yang terjadi. "Kami sebagai perusahaan asuransi siap seratus persen membayarkan kewajiban klaim kepada ahli waris dan pihak tertanggung Lion Air Group," kata Indra Baruna Presiden Direktur Tugu Insurance.

Terkait proses pencairan klaim, Indra menegaskan, kewajiban dan komitmen Tugu Insurance adalah untuk menyelesaikan klaim dengan cepat. Saat ini Tugu Insurance sudah siap untuk melaksanakannya dengan segera. Koordinasi dan kerjasama erat dengan seluruh pihak yang berkepentingan menjadi prasyarat atas kecepatan proses tersebut.

Ditegaskan juga oleh Indra, "Mengenai nilai pertanggungan asuransi untuk penumpang, semua sudah diatur dalam perjanjian polis dan tentunya kami juga mengacu Peraturan Menteri Perhubungan No.77 Tahun 2011 Tentang Tanggung Jawab Pengangkut Angkutan Udara pasal 3 (a), yaitu jumlah ganti kerugian terhadap penumpang yang meninggal dunia di dalam pesawat udara karena akibat kecelakaan pesawat udara atau kejadian yang semata-mata ada hubungannya dengan pengangkutan udara diberikan ganti kerugian sebesar Rp.1,25 miliar per penumpang."

kerja sama Tugu Insurance dan Lion Air Group telah terjalin dengan sangat baik mencakup beberapa jenis proteksi asuransi secara menyeluruh, baik pesawat, penumpang maupun *air crew*. Pelayanan yang baik dan cepat adalah komitmen Tugu Insurance sebagai perusahaan jasa yang bergerak dibidang asuransi umum. "Kami pasti dan segera membayarkan klaim asuransi pesawat Lion Air JT-610," jelas Indra.

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Untuk informasi lebih lanjut, mohon dapat menghubungi:
Rudi Donardi – Corporate Secretary (rdonardi@tugu.com; 081290749447)
PT Asuransi Tugu Pratama Indonesia Tbk
Wisma Tugu I, Jl. HR Rasuna Said Kav. C 8-9, Jaksel 12920
T: (62-21) 529-61777 (Hunting)
F: (62-21) 529-61555
www.tugu.com

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SCHEDULE 1 TO STATEMENT OF RELEASE AND DISCHARGE FROM LEGAL RESPONSIBILITY

LAMPIRAN 1 TERHADAP PERNYATAAN PELEPASAN DAN PEMBEBAAN DARI TANGGUNG JAWAB HUKUM

3-V FASTENER CO., INC.	ALLIED SIGNAL INC
3M CO ADMINISTRATIVE ELECTRONIC	ALLIED-SIGNAL AEROSPACE CO
A RAYMOND ET COMPAGNIE	ALLIEDSIGNAL/GRIMES AEROSP
ARV PRECISION MFG INC	AM SAFE INC
AAR HARDWARE	AMERACE CORP
ABEX CORP	AMERICAN VARISEAL CORP
ACCURATE BUSHING COMPANY	AMERICAN AIR PRODUCTS INC
ACCURATE PRODUCTS INCORPORATED	AMERICAN AIRLINES INC
ACCURATE SCREWMACHINE CORPORATION	AMERICAN CONEC CORPORATION
ACME ELECTRIC CORPORATION	AMERICAN SAFETY EQUIPMENT CORP
ACR ELECTRONICS, INC.	AMETEK AEROSPACE PRODUCTS INC
ACTRON MANUFACTURING, INC.	AMETEK DREXELBROOK
ACUREX AEROTHERM	AMETEK INC.
AD AEROSPACE LTD	AMETEK ROTRON
ADAMS MAGNETIC PRODUCTS CO.	AMP DEUTSCHLAND GMBH
ADAMS RITE AEROSPACE, INC.	AMPHENOL CORPORATION
ADEL WIGGINS GROUP	AMPHENOL OPTIMIZE MANUFACTURING CO.
ADVANCED ENGINEERED PRODUCTS	AMSAFE, INC.
ADVANCED ATOMIZATION TECHNOLOGIES	AMSCO PRODUCTS TEXTRON INC
ADVANCED MULTIMEDIA PRODUCTS CORP	ANCRA INTERNATIONAL LLC
AERAZUR SA	ANDERTON INTERNATIONAL LTD
AERO-GLEN INTERNATIONAL, LLC	ANILLO INDUSTRIES, INC.
AEROANTENNA TECHNOLOGY, INC.	APEX TOOL GROUP, LLC
AEROCONTROL GROUP, INC.	APPH LIMITED
AEROFIT, LLC	APPLIED ENGINEERING PRODUCTS
AERONAUTICAL STANDARDS GROUP	APPLIED INDUSTRIAL TECHNOLOGIES
AEROQUIP CORP	APW ELECTRONICS
AEROSPACE CONTROL PRODUCTS, INC.	ARCONIC FIXATIONS SIMMONDS SAS
AEROSPACE LIGHTING CORPORATION	ARCONIC GLOBAL FASTENERS & RINGS
AEROSTATICA SRL	ARI INDUSTRIES, INC.
AEROWORKS EUROPE B.V.	ARKWIN INDUSTRIES, INC.
ASSOC FRANCAISE DE NORMALISATION	ARMEL ELECTRONICS INC
AFNOR ASSOCIATION	ARO CORP
AIL SYSTEMS INC	ARTEX AIRCRAFT SUPPLIES INC.
AIM AVIATION HENSHALLS LTD	ARTISAN METAL PRODUCTS INC
AIMSCO INC	ARTUS SAS
AIR BERLIN PLC & CO	ARVAN, INC.
AIR CARGO EQUIPMENT CORPORATION	ASSOCIATED SPRING BARNES GROUP INC
AIR CRUISERS COMPANY, LLC	ASTRONICS ADVANCED ELECTRONIC
AIR INDUSTRIES CORPORATION	ASTRONICS DME LLC
AIR FORCE STANDARD	ASTRONOVA, INC.
AIRBERLIN TECHNIK	ATC LASHAM LIMITED
AIRBUS AMERICAS, INC.	ATC LASHAM LIMITED, AERO TURBINE CENTRE,
AIRBUS SAS	HEATHROW
AIRDROME PRECISION COMPONENTS	ATLAS CORPORATION
AIRLINE REPORTING CORPORATION	ATLAS SUPPLY, INC.
AKZONA INC	ATLEE OF DELAWARE, INCORPORATED
ALBANY AEROSTRUCTURES COMPOSITES LLC	ATM OIL CO INC
ALCO CONTROLS	AURORA BEARING COMPANY
ALCOA FIXATIONS SIMMONDS SAS	AUTOMATIC SCREW MACHINE PRODUCTS CO
ALEMITE, LLC	AUTRONICS CORP
ALL AMERICAN MECHANICAL COMPONENTS &	
GEARS INC.	
ALLEN AIRCRAFT PRODUCTS INC	
ALLFAST FASTENING SYSTEMS, LLC	
ALLIANCE PLASTICS INC	
ALLIED AMPHENOL PRODUCTS	
ALLIED SIGNAL AVIONICS INC	

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AUXILIARY POWER INTL CORP	BROWNLINE / BROOKS AND PERKINS
AVIA MARINE COMPANY	TORRANCE
AVIATION DEVICES AND ELECTRONIC (AVDEC)	BRUCE AEROSPACE INC.
AVIBANK MFG., INC.	BRUNSWICK CORP
AVICA INC MEGGITT AEROSPACE	BURKE INDUSTRIES
AVIONIC INSTRUMENTS LLC	BURNDY CORP
AVTECHTYEE, INC.	BURNDY LTD
ATJ TRAVEL & TOURS	BUSAK AND SHAMBAK INC
B J COTNAM CUSTOM CONSTRUCTION, LLC	BFE AEROSPACE, INC.
B/E AEROSPACE CONSUMABLES	C&D ZODIAC, INC.
B/E AEROSPACE SYSTEMS GMBH	C.P. CLARE CORP
B/E AEROSPACE, INC.	CABLECRAFT MOTION CONTROLS LLC
BABCOCK ELECTRONICS CORP	CABLEWARE TECHNOLOGY INC
BABCOCK INC	CAPTIVE FASTENERS CORP
BAE SYSTEMS AEROSPACE SERVICES INC.	CARDELL CONDENSER CORP
BAE SYSTEMS AIRCRAFT CONTROLS INC.	CAREY MANUFACTURING COMPANY, INC.
BAE SYSTEMS AUSTRALIA	CARLETON TECHNOLOGIES INC
BAE SYSTEMS AVIONICS	CARR LANE MANUFACTURING COMPANY
BAE SYSTEMS CONTROLS INC.	CASCADE GASKET & MANUFACTURING CO.
BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.	CBS - CARSTEN DAUS GMBH
BAE SYSTEMS INC.	CDA INTERCORP LLC
BAE SYSTEMS PLATFORM SOLUTIONS, INC.	CEIS
BAE SYSTEMS PLC	CENTRAL STATES INDUSTRIAL EQUIPMENT
BAMBI TOUR & TRAVEL	CENTURY SPRING CORP
BARON MANUFACTURING CO LLC	CERBERUS GUINARD SA
BARRY WRIGHT CORP	CFM INTERNATIONAL, INC.
BASF CATALYSTS LLC	CHARLES AIRCRAFT SUPPLY CO
BAXTER-WOODHOUSE-TAYLOR LTD	CHASE-WALTON ELASTOMERICS
BE AEROSPACE INTERIOR SYSTEMS GROUP	CHELTON ANTENNAS
BE AEROSPACE, INC.	CHELTON LIMITED
BEAUFORT AIR-SEA EQUIP LTD	CHELTON, INC.
BEIJING KAILIAN AVIATION TECHNOLOGY	CHERRY AEROSPACE FASTENERS
BELL MEMPHIS INC	CHICAGO MINIATURE LIGHTING LLC
BESTOBELL AVIATION	CHINA AVIATION SUPPLIES HOLDING COMPANY (CASC)
BF GOODRICH AEROSPACE	CHINA AVIATION SUPPLIES IMP & EXP CORP
BF GOODRICH ICE PROTECTION SYSTEM	CHINA SOUTHERN AIRLINES COMPANY LIMITED
BF GOODRICH ROSEMOUNT AEROSPACE	CHINA SOUTHERN AIRLINES GROUP IMPORT & EXPORT TRADING CO.
BIG THREE INDUSTRIES	CHRYSLER CORP
BIRD RICHARD H AND CO INC	CHURCHILL CORPORATION
BIVAR INC	CIRCLE SEAL CONTROLS INC
BLINN DELBERT CO INC	CIRCUIT SYSTEMS COMPANY, INC.
BOEING CANADA TECHNOLOGY LTD	CLAMP CO PRODUCTS, INC.
BOEING INTERNATIONAL CORPORATION	CLARK, DAVID CO INC
BOSCH SECURITY SYSTEMS, INC.	CLICK BOND, INC.
BOUND BROOK BEARING CO	CMP DISPLAY SYSTEMS, INC.
BRADY UNITED STATES	COAST APPARATUS INC
BRADY USA INC	COBHAM MANAGEMENT SERVICES INC.
BRIDGESTONE TIRE CO. LTD	COLE INSTRUMENT CORP.
BRIDON-AMERICAN CORP	COLTEC INDUSTRIES INC.
BRIDPORT-AIR CARRIER INC.	COM DEV INTERNATIONAL
BRIDPORT-GUNDRY LTD	COMMUNICATIONS INSTRUMENTS INC
BRILES PAUL R	COMPONENT PRODUCTS CORPORATION
BRISTOL BABCOCK INC	COMPOSITES UNLIMITED INC
BRISTOL INDUSTRIES	CONCORD ELECTRONICS, INC.
BRITISH STANDARDS INSTITUTION	CONTOUR PRIMUM AIRCRAFT SEATING
BROOKS INSTRUMENTS LTD	COOPER INTERCONNECT, INC.

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CORONADO MANUFACTURING, INC.
CORPORATE EXPRESS INC
CORPORATION MOLEX INCORPORATED
CORY COMPONENTS INC
CP CLARE CORP
CRANE AEROSPACE & ELECTRONICS, INC.
CRANE COMPANY
CRANE ELDEC CORP
CRANE RESISTOFLEX COMPANY
CRISSAIR, INC.
CROSS MANUFACTURING CO
CURTISS-WRIGHT CONTROLS, INC
CUSTOM CONTROL SENSORS, LLC
CV SHELBY JAYA TAMA
DAMPING TECHNOLOGIES INC.
DANIELS, CR, INCORPORATED
DARCOD RUBBER CO INC
DATA GENERAL CORP
DATA GRAPHICS, INC.
DAYTON-GRANGER INC.
DESIGNED METAL CONNECTIONS, INC.
DEUTSCH FASTENER CORP
DEUTSCH CIE/SA
DEUTSCH CO
DEUTSCH RELAYS INC
DFCI SOLUTIONS INC
DIALIGHT CORPORATION
DIETHELM KELLER AVIATION PTE LTD
DILL AIR CONTROLS PRODUCTS, LLC
DODGE-WASMUND MANUFACTURING INC
DONALDSON COMPANY, INC.
DORNE AND MARGOLIN INC
DOW-ELCO INC
DOW-KEY MICROWAVE CORPORATION
DOWTY SEALS LTD
DRIESSEN AIRCRAFT
DRIV-LOK INC
DRUCK LIMITED
DUAL MACHINE CORP
DUCOMMUN LABARGE TECHNOLOGIES, INC
DUKANE SEACOM, INC.
DUNLOP AEROSPACE
DUPREE INC.
DYNALAB CORP
DYNASCIENTS CORP
DZUS FRANCE SA
E.G. AND G. WAKEFIELD ENGINEERING
EASTERN AERO MARINE, INC.
EATON
EATON AEROSPACE LLC
EATON CORPORATION
EATON-AEROQUIP LLC.
EDMUND OPTICS, INC.
EDO TOUR & TRAVEL
EDO TRAVEL SERVICES LTD
EFS AEROSPACE INC
EG AND G WRIGHT COMPONENTS INC
EFTS INTERNATIONAL
EISEMANN CORP
EJAY FILTRATION, INC.
ELANO CORP
ELECSPEC CORP
ELECTRICAL INSERTS USA
ELECTRO-MECH COMPONENTS, INC.
ELECTRO-TERM INC
ELECTROCUBE, INC.
ELECTROFILM MANUFACTURING COMPANY
ELLIOTT B W MFG CO INC
EMHART TEKNOLOGIES LLC
EMS TECHNOLOGIES CANADA, LTD
ENCORE SEATS INC.
ENGINE-SHOP AIR BERLIN TECHNIK
ENIDINE INCORPORATED
ENJOY TOURS
ENTEX SPRINGS LTD
ENVIROVAC INC
ERHART TEKNOLOGIES LLC
EROS EQUIPEMENTS
ESSEX INDUSTRIES, INC.
ESTATE OF CAPT. BHAVYE SUNEJA
ESTATE OF HARVINO
ESTERLINE MASON
EVEREADY BATTERY CO INC
EVERPURE INC
EXACTO IND INC
EXOTIC METALS FORMING COMPANY LLC
EXTEL SYSTEMS WEOEL GESELLSCHAFT FUER
AUSRUESTUNG MBH
FABER ENTERPRISES, INC.
FAG AEROSPACE INC.
FAG AEROSPACE (SINGAPORE) PTE. LTD.
FAG BEARINGS CORPORATION
FAG KUGELFISCHER GMBH
FAIRCHILD IND INC
FARRELL MFG CO
FASTENER SPECIALTY, INC.
FATIGUE TECHNOLOGY, INC.
FCC ACQUISITION CORPORATION
FCT-ELECTRONIC GMBH
FEDERAL SIGNAL CORPORATION
FEDERNTECHNIK KNOERZER GMBH
FELLFAB LIMITED
FIGGIE INTERNATIONAL INC
FITZ AEROSPACE, LLC
FKI INDUSTRIES INC
FL AEROSPACE CORP
FLEXFAB HORIZONS INTERNATIONAL INC.
FLEXFAB, LLC
FLIGHT DYNAMICS
FLIGHTLINE ELECTRONICS, INC.
FLIGHTRAJA TRAVELS PVT. LTD. INDIA
FLOUROCARBON CO
FOKKER ELMO BV
FOKKER ELMO CANADA INC.
FOKKER ELMO HAVACILIK SAN. VE TIC. LTD
FOKKER ELMO, INC.

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FOKKER ELMO (LANGFANG) ELECTRICAL SYSTEMS CO. LTD.	GRAYBAR ELECTRIC COMPANY, INC.
FRANCE/LES PLASTIQUES DE/SARL PARC D'ACTIVITIES DE	GRAYHILL, INC
FREEMAN CO	GREENE, TWEED & CO., INC.
FREUDENBERG-NOK GENERAL PARTNERSHIP	GRIFFITH ENTERPRISES INC
FRISBY AIRBORNE HYDRAULICS INC	GRIMES AEROSPACE CO
FURON CO MECHANICAL SEAL	GROOV-PIN CORPORATION
F&G AEROSPACE	GROTH LUFTFAHRT
F&G AVIATION LTD	GSG FASTENERS, LLC
GABLES ENGINEERING, INC.	GT ENGINE SERVICES
GARLOCK BEARING INC.	GUARDIAN ELECTRIC MANUFACTURING CO.
GARLOCK SEALING TECHNOLOGIES LLC	H K METALCRAFT MANUFACTURING
GE AIRCRAFT ENGINE SERVICES LTD	HAMILTON SUNDSTRAND CORPORATION
GE AVIATION ON WING SUPPORT	HANDLES UNLIMITED INC
GE AVIATION SYSTEMS - DIGITAL (USA)	HARPER ENGINEERING COMPANY
GE AVIATION SYSTEMS LIMITED	HARTWELL CORPORATION
GE AVIATION SYSTEMS LLC	HARVARD INDUSTRIES INC
GE ENGINE SERVICES DISTRIBUTION	HARVEY HUBBELL INC
GE LIGHTING SOLUTIONS, LLC	HAYDON KERK MOTION SOLUTIONS, INC.
GE ON WING SUPPORT INC	HBD INDUSTRIES INC
GEMENOS	HEBMUELLER SRS TECHNIK GMBH
GEMTOR INC	HED INTERNATIONAL, INC.
GENERAL AEROSPACE GMBH	HELI-COIL CORP
GENERAL DYNAMICS OTS (AEROSPACE)	HELLA AEROSPACE GMBH
GENERAL DYNAMICS-OTS, INC.	HEWLETT-PACKARD CO
GENERAL ECOLOGY INC	HEXCEL CORPORATION
GENERAL FILTERS INC	HEYCO INC
GEOWS DALLAS	HEYCO MFG CO LTD
GKN AEROSPACE SERVICES LIMITED	HIREL CONNECTORS INC.
GKN PLC	HI-SHEAR CORPORATION
GLASSELL ST ORANGE	HI-TEMP INSULATION, INC.
GLASSOLOID CORP OF AMERICA NEW YORK	HI-TEX CORPORATION
GLENAIR INC.	HIROSE ELECTRIC U.S.A., INC.
GLOBAL EAGLE ENTERTAINMENT INC.	HO-HO-KUS, INC.
GLOBE MOTORS, INC.	HOLLINGSEAD INTERNATIONAL, LLC
GM NAMEPLATE, INC.	HONEYWELL AEROSPACE, AIRCRAFT LANDING SYSTEMS
GOODRICH AEROSPACE AIRCRAFT EVACUATION SYSTEMS PRIVATE LIMITED	HONEYWELL AEROSPACE, CABIN MANAGEMENT SYSTEMS & SERVICES
GOODRICH AEROSPACE ASIA-PACIFIC, LIMITED	HONEYWELL AEROSPACE, COMMUNICATIONS
GOODRICH AEROSPACE COMPONENT OVERHAUL & REPAIR, INC.	HONEYWELL AEROSPACE, DEFENCE & SPACE SYSTEMS
GOODRICH AEROSPACE EUROPE S.A.	HONEYWELL AEROSPACE ELECTRIC POWER SYSTEMS
GOODRICH AEROSPACE MRO GROUP, INC.	HONEYWELL AEROSPACE ELECTRONIC SYSTEMS (UK)
GOODRICH AEROSPACE PTE. LTD.	HONEYWELL AEROSPACE ELECTRONIC SYSTEMS (USA)
GOODRICH AEROSPACE SERVICES S.A.	HONEYWELL AEROSPACE ENGINE (SUZHOU) CO., LTD
GOODRICH AEROSPACE UK LIMITED	HONEYWELL AEROSPACE, ENGINES & SYSTEMS
GOODRICH AVIONICS SYSTEMS, INC.	HONEYWELL AEROSPACE INC.
GOODRICH CHINA, INC.	HONEYWELL AEROSPACE, LIGHTING & ELECTRONICS
GOODRICH COMPANY OF JAPAN, LTD.	HONEYWELL AEROSPACE, LORI OPERATIONS
GOODRICH CONTROLS HOLDING LIMITED	HONEYWELL AEROSPACE PTE LTD
GOODRICH CORPORATION	HONEYWELL AEROSPACE, SENSOR & GUIDANCE PRODUCTS (USA)
GOODRICH DE MEXICO, S.A. DE C.V.	HONEYWELL AEROSPACE (SENSOTEC)
GOODRICH FLIGHT SYSTEMS, INC.	
GOODRICH HOLDING CORPORATION	
GOODYEAR TIRE AND RUBBER CO	
GORE, W L AND ASSOCIATES, INCORPORATED	
GOVERNMENT COMPUTER SUPPLIES	

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HONEYWELL INC	JONATHAN ENGINEERED SOLUTIONS CORP.
HONEYWELL INTERNATIONAL INC.	JOSLYN SUNBANK COMPANY, LLC
HONEYWELL INTERNATIONAL SRO	JY TRANS INDONESIA
HONEYWELL LIMITED	JY TRAVEL SDN. BHD.
HONEYWELL REGELSYSTEME GMBH	K & J MAGNETICS, INC
HONEYWELL SENSING & CONTROL UK	K. N. M. INDUSTRIES, INC.
HONEYWELL/GRIMES AEROSPACE	KAISER ELECTRO PRECISION AEROSPACE AND
HONG KONG AIRCRAFT ENGINEERING COMPANY LIMITED	ELECTRONIC CO
HOOD INDUSTRIES	KAISER FLUID TECHNOLOGIES INC.
HOOVER GROUP INC	KAMATICS CORPORATION
HORIZON AEROSPACE LLC	KAVLICO CORPORATION
HORIZON MFG INDUSTRIES INC	KEARFOTT CORPORATION
HOUSTON PRECISION FASTENERS I, LP	KEP TECHNOLOGIES INTEGRATED SYSTEMS
HR TEXTRON INC	KEYSTONE ELECTRONICS CORP.
HTD AEROSPACE INC.	KIDDE INC
HUBBELL INC	KIDDE TECHNOLOGIES INC.
HUCK INTERNATIONAL, INC.	KINEVOX INC
HUCK INTL	KINGS ELECTRONICS CO INC
HUGHES R S CO INC	KIRKHILL-TA CO.
HYDRAFLOW	KIRSCH
ICORE INTERNATIONAL, INC.	KITTERMAN INC
IDD AEROSPACE CORP.	KMK ONLINE
IGUS BEARINGS, INC.	KOITO MFG CO. LTD
ILLINOIS TOOL WORKS INC	KORITA AVIATION (SUZHOU) CO., LTD.
IMPERIAL OIL LTD	KORRY ELECTRONICS CO
INA BEARING COMPANY INC	KRISMARK GROUP, INC.
INDUSTRIAL DEVICES INC	KULITE SEMICONDUCTOR PRODUCTS, INC
INDUSTRIAL GAS SPRINGS INC	L'AIR LIGUIDE
INDUSTRIAL TECTONICS BEARINGS	L.G.C. RUE LA BEURRIERE BP
INDUSTRIAL TUBE COMPANY LLC	L3 AVIATION PRODUCTS, INC.
INFINITY FASTENERS INC.	L-3 COMMUNICATION
INNOVINT AIRCRAFT INTERIOR GMBH	LABINAL COMPONENTS AND SYSTEMS INC
INSTRUMAR LTD	LAMBERTY S.A.
INTERCOASTAL LLC	LAMPTRONIX CO LTD
INTERNATIONAL COMMUNICATIONS GROUP	LARSON AND SESSIONS CO
INTERNATIONAL GOODRICH TECHNOLOGY CORPORATION	LARSON CANDO INC
INTERNATIONAL RECTIFIER CORPORATION	LASALLE ELECTRIC SUPPLY COMPANY
INTERPARK	LATECOERE
INTERTECHNIQUE CIRCULATION	LCI
INTERTECHNIQUE SA	LEACH CORP
IPECO HOLDINGS LIMITED	LEACH INTERNATIONAL CORPORATION
IRVIN GQ LTD	LEAR SIEGLER INC
IRVINE	LEE COMPANY
ITHACO SPACE SYSTEMS INC.	LEE SPRING CO INC
ITT AEROSPACE CONTROLS LLC	LEE SPRING COMPANY LLC
ITT CORPORATION	LEGEND ELECTRIC VEHICLES
ITW SWITCHES	LEM INDUSTRIES (GROUPE ELMO)
J & M PRODUCTS, INC.	LEWIS SPRING PRODUCTS LTD
JAMCO CORPORATION	LIMCO AIREPAIR INC.
JAMCO SINGAPORE PRIVATE LIMITED	LISK, G.W.CO
JAYA MURNI TROUR & TRAVEL	LITTON LIFE SUPPORT
JAY TEE SCREW MACHINE PRODUCTS CO.	LITTON SYSTEMS INC
JEHIER RTE DE SAINT LEZIN	LOCKWELL PRODUCTS CO
JET ENGINE SOLUTIONS, LLC	LOGITEK INC
JLT SPECIALITY LIMITED	LORD CORPORATION
JOINT FRANCAIS LE LJF GROUPE HUTCHINSON	LORD CORPORATION (EUROPE) LTD.
	LORD ELECTROMECHANICAL SOLUTIONS
	LOS ANGELES STANDARD RUBBER CO

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LOURDES INDUSTRIES, INC.
LUCAS AEROSPACE INC
LUFTHANSA TECHNIK
LUFTHANSA TECHNIK AG
LUFTHANSA TECHNIK BRUSSELS NV
LUFTHANSA TECHNIK LOGISTIK GMBH
LUFTHANSA TECHNIK SHENZHEN CO LTD
LUMINATOR HOLDING LP
LUMINESCENT SYSTEMS, INC.
LYN-TRON INC.
LYN-TRON AEROSPACE INC
M S P INC
MADELLA UK LTD
MAG AEROSPACE INDUSTRIES INC.
MALINDO AIRWAYS SDN BHD
MAPLE LANE DIE AND MACHINE WARREN
MARCO RUBBER & PLASTIC PRODUCTS INC.
MARQUETTE METAL PRODUCTS CO
MATSHISHITA AVIONICS SYSTEMS CORP
MATSUSNITA ELEC CORP
MATTHEW WARREN, INC
MC MASTER CARR SUPPLY CO
MCDONNELL DOUGLAS CORPORATION
MCFADDEN, JOSEPH J JR
MCGILL MANUFACTURING COMPANY, INC.
MC GUIRE BEARING COMPANY
MCMASTER-CARR SUPPLY COMPANY
MECHANICAL PRODUCTS INC
MEDALIST-REIN LEITZKE
MEGGITT (ORANGE COUNTY), INC.
MEGGITT AEROSPACE LIMITED
MEGGITT GMBH
MEGGITT PLC
MEGGITT SA
MEGGITT SAFETY SYSTEMS, INC.
MEGGITT-OREGON, INC.
MEGGITT-USA, INC
METHODE ELECTRONICS INC
MICHELIN NORTH AMERICA, INC.
MICRO PLASTICS INC
MICRODOT MFG INC
MICROSEMI CORP
MICROSEMI IRELAND
MIDDLE RIVER AIRCRAFT SYSTEMS, INC.
MIDI INC
MILITARY OF SPECIFICATIONS DEPARTMENTS /
AGENCIES UNDER AUTHORITY OF DEFENSE
STANDARDIZATION MANUAL 4120 3-M
MILITARY STANDARDS UNDER AUTHORITY OF
DEFENSE STANDARDIZATION MANUAL 4120 3-M
MILL-MAX MFG CORP
MILTOPE CORP
MINEBEA MITSUMI INC.
MINE SAFETY APPLIANCES CO
MINIVALVE INTERNATIONAL B.V.
MINNESOTA MINING AND MANUFACTURING 3M
CANADA INC
MINNESOTA MINING AND MFG CO

MINOR RUBBER CO., INC.
MLM FASTENERS LTD
MODELES FRANCAIS LES SA
MODERN MFG INC
MOLDED DEVICES INC
MOLEX INC
MONADNOCK COMPANY
MONAERO ENGINEERING INC
MONOGRAM AEROSPACE FASTENERS, INC.
MONOGRAM SANITATION A NORTEK COMPANY
MOOG INC.
MORRIS MATERIAL HANDLING LTD
MORSE INDUSTRIES CORP
MOTOROLA INC
MPB CORPORATION
MPC PRODUCTS CORPORATION
MRC BEARINGS
MS SALES INC.
MSD INC
MTU AERO ENGINES AG
MTU DALLAS
MTU MAINTENANCE DALLAS INC.
MUEHLSTAEDT KURT
MURPHY INDUSTRIES INC
NABTESCO AEROSPACE INC
NABTESCO CORPORATION
NADELLA UK LTD
NATIONAL AEROSPACE STANDARDS
ASSOCIATION OF AMERICA INC
NATIONAL LOCK WASHER
NATIONAL TELEPHONE SUPPLY COMPANY
NATIONAL UTILITIES CORP
NAVAL LM GERMANY
ND INDUSTRIES, INC.
NELSON AERO SPACE, INC.
NETWORKS ELECTRONIC CORP
NEW HAMPSHIRE BALL BEARINGS, INC.
NEW HAVEN MFG CORP
NIKKEN KOSAKUSHO WORKS
NIKKISO CO., LTD
NIPPON POP RIVETS AND FASTENERS LTD
NOMEL SA FORET DU CHATEAU LA FERTE
FRENEL
NORD-MICRO AG & CO.
NORDAM GROUP, INC.,
NORDAM TEXAS
NORTH AND JUDD INC
NORTH SOUTH MACHINE SHOP INC
NORTH STAR GLOVE CO
NORTHWEST COMPOSITES INC
NORTON PERFORMANCE PLASTICS
NORWICH AERO PRODUCTS, INC
NOVATRONICS INC
NOVEGA PRODUKTIONS SYSTEME GMBH
NYLON MOLDING CORP
OECO CORP
OETIKER INC
OLANDER COMPANY, INC.

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OPTIMIZATION TECHNOLOGIES, INC.	PT LION MAS DINAMIKA EXPRESS
ORIGINAL ENGINEERED PRODUCTS INC	PT LION PARCEL
OROLIA SAS	PT MASTALINA JAYA ABADI
OSHINO ELECTRIC LAMP WORKS LTD	PT RAYA UTAMA TRAVEL
OSHINO LAMPS LTD.	PT RESERVASI GLOBAL DIGITAL
OSRAM SYLVANIA PRODUCTS INC	PT SURYA ABADI
OTALU SA	PT TRINUSA TRAVELINDO
OTTO ENGINEERING, INC.	PT VOLTRAS TRAVEL
PAGE AEROSPACE LIMITED	PT WINGS ABADI
PALL AEROPOWER CORPORATION	PT WISATA INDAH REKSA
PALMETTO INC	PT WISIN TOUR
PANASONIC CORPORATION	PTI TECHNOLOGIES INC.
PANDUIT CORP.	PULSCO
PARAGON-REVOLUTE CORP	PULSE PRODUCT INC
PARASOL AVIATION, LTD.	PUROFLOW INC
PARCO INC.	PUROLATOR FACET, INC.
PARKER HANNIFIN CORPORATION	Q.E.D. INC.
PARKER SEAL CO	QRP, INC.
PARLEX USA INC	QUALITY NAME PLATE INCORPORATED
PARVUS CORPORATION	R & B ELECTRONICS, INC.
PECO, INC.	RADIANT POWER CORP.
PENCOM	RAINER RUBBER CO
PENN ENGINEERING & MANUFACTURING	RALMARK COMPANY
PERKINELMER INC	RAYCHEM SA
PERMA-CAL INDUSTRIES, INC.	RBC AIRCRAFT PRODUCTS, INC.
PFIZER LIMITED	RBC SOUTHWEST PRODUCTS, INC.
PHILLIPS EXPORT-IMPORT INC	RBC TRANSPORT DYNAMICS CORP.
PHOENIX SPECIALTY MFG. CO., INC.	RECARO AIRCRAFT SEATING GMBH & CO.
PHOTO-GRAFICS COMPANY INC	RECARO AIRCRAFT SEATING INC.
PIVOT POINT INCORPORATED	RELIABLE PATTERN WORKS AND FOUNDRY
PLASTIC PARTS CENTRE LTD	RENTON COIL SPRING COMPANY
PNEUDRAULICS, INC.	REPUBLIC FASTENER MFG. CORP RINGS
PORVAIR FILTRATION GROUP LTD	RESISTOFLEX CORP
PPG INDUSTRIES, INC.	REXNORD INDUSTRIES, LLC
PRECISION ASSOCIATES, INC.	RFD LTD
PRECISION CONNECTOR DESIGNS INC	RHP BEARINGS PLC
PRECISION FASTENING	RICHEY CYPRESS ELECTRONICS
PRECISION MECHANISMS CORP	RIEKER INSTRUMENT COMPANY, INC.
PROTECTIVE CLOSURES COMPANY, INCORPORATED	RIVERHAWK CORPORATION
PT ADYA TOURS INDONESIA	RMS COMPANY
PT AFRILIA MEGA WISATA	ROCKET SEALS CORPORATION
PT ANGKASA AVIASI SERVIS	ROCKWELL COLLINS, INC.
PT ANGKASA SUPER SERVICES	ROCKWELL INTL CORP
PT ANTA CITRA WISATA	ROGAN CORPORATION
PT ASURANSI TUGU PRATAMA INDONESIA, TBK	ROGERSON KRATOS
PT BATAM AERO TECNIC	ROHR AERO SERVICES LIMITED
PT BATAM TEKNIK	ROHR, INC.
PT BATIK AIR INDONESIA	ROLLER BEARING COMPANY OF AMERICA
PT BOEING INDONESIA	ROLLS-ROYCE AIRLINES
PT CEKER INDO	RONSTAN INTERNATIONAL, INC.
PT DARUL MANASEK INTERNASIONAL	ROSEMOUNT AEROSPACE INC.
PT ELANG MAHKOTA TEKNOLOGI	ROSTRA VERNATHERM, LLC
PT GLOBAL TIKET NETWORK	ROTOR CLIP COMPANY INC.
PT GRAHA TOUR INDONESIA	ROW 44, INC.
PT JAYA LESTARI HOLIDAY	RUBBER TECK, INC
PT .IAYA MURNI SEJAHTERA	S AND T PAINTING CO INC
	SAE CUSTOMER SERVICE

Ex. 3

R&D Releasees

8 of 10

SAFE FLIGHT INSTRUMENT CORPORATION
SAFRAN AERO BOOSTERS SA
SAFRAN AIRCRAFT ENGINES VILLAROCHE
SAFRAN ELECTRONICS & DEFENSE
SAFRAN LANDING SYSTEMS
SAFRAN SA
SAFRAN TRANSMISSION SYSTEMS
SAFT AMERICA INC.
SAIA-BURGESS INC.
SAINT-GOBAIN ABRASIVES INC
SAINT-GOBAIN PERFORMANCE PLASTIC
SAMTEC INC
SARGENT AEROSPACE & DEFENSE, LLC
SARMA SA
SAS INDUSTRIES INC
SCHAEFFLER TECHNOLOGIES GMBH & CO.
SCHATZ BEARING CORPORATION
SCHRADER SA
SCHRADER-BRIDGEPORT INTERNATIONAL
SCHROTH SAFETY PRODUCTS GMBH
SCREWcorp VSI AEROSPACE PRODUCTS
SEA
SEA-LECT PRODUCTS INC
SEAIR TRANSPORT SERVICES, INC
SEAIR TRANSPORTATION AGENCY
SEALAND CORP
SEALTH AERO MARINE CO
SEASTROM MANUFACTURING CO., INC.
SEEGER INC.
SEINVE S.A.
SELL GMBH
SENIOR OPERATIONS LLC
SENSOR SYSTEMS, INC.
SERCK AVIATION LIMITED
SEXTANT AVIONIQUE SA
SHAMBAN POLYMER TECH GROUP
SHAW AERO DEVICES, INCORPORATED
SHAW MFG CO
SHELDHAL HOSKINS AVIATION
SHEPHERD CONSTRUCTION CO INC
SHIMADZU SEISAKUSHO
SHREVEPORT PAINT AND VARNISH CO INC
SHUR-LOK CORPORATION
SICMA
SIEMENS CORP
SIERRACIN CORPORATION
SINGAPORE TECHNOLOGIES AEROSPACE LTD
SILENT GLISS USA INC
SIMMONDS MECACERO FASTENERS INC
SIMMONDS PRECISION
SINCLAIR & RUSH, INC.
SION TRAVEL SERVICES
SIRS NAVIGATION LTD
SKF USA INC.
SKYLOCK INDUSTRIES
SMALLEY STEEL RING CO.
SMART TRAVEL & TOURS INC.
SMART TRAVEL & TOURS SDN. BHD.

SMITHS AEROSPACE
SMITHS IND AEROSPACE AND DEFENCE SYS
SMITHS INDUSTRIES ACTUATION SYSTEMS INC
SMITHS INDUSTRIES PLC
SMITHS TUBULAR SYSTEMS-LACONIA, INC.
SNECMA (SAFRAN AIRCRAFT ENGINES)
SNECMA MOTEURS GROUPE SNECMA
SNECMA SA
SNECMA SERVICES BRUSSELS
SNECMA SERVICES FRANCE
SNFA - STE NLLE DE FABRICATION
SOCIETE INDUSTRIELLE D AVIATION LATECOERE
SOCIETY OF BRITISH AEROSPACE
SOCIETY OF AUTOMOTIVE ENGINEERS INC
SOLCERA
SONTHEIMER ELEKTROSCHALTGERAETE GMBH
SOURIAU USA, INC.
SOUTHCO, INC
SPACE-LOK INC
SPARTAN INDUSTRIES
SPECIALTY PRODUCTS CO
SPECLINE INC.
SPECTRALUX CORPORATION
SPEED GRAPHIC STE SA
SPIROL INDUSTRIES LTD
SPIROL INTERNATIONAL CORPORATION
SPIROLOX, INC.
SPRAGUE ELECTRIC CO
SPS TECHNOLOGIES, LLC
ST AEROSPACE ENGINES PTE LTD
ST AEROSPACE TECHNOLOGIES (XIAMEN)
COMPANY LIMITED (STATCO)
STANLEY AVIATION CORP
STANLEY INDUSTRIAL
STATE OF THE ART, INC.
STEWART-WARNER CORPORATION
STG AEROSPACE INC/SAFTGLO INC.
STG AEROSPACE LTD
STILLMAN SEAL CORPORATION
STIMPSON EDWIN B. COMPANY INC
STOWE CORP
STRATOFLEX AEROSPACE
SUB OF CRITON CORP
SUNDSTRAND CORP
SUNDSTRAND PNEUMATICS
SWAYNE, A.D. COMPANY INC
SWITCHCRAFT INC.
SWITLIK PARACHUTE COMPANY, INC
SYSTEMS AND RINGS
TA MFG CO
TAG 1 CONSULTING, INC.
TAMAGAWA SEIKI CO LTD
TAP MAINTENANCE & ENGINEERING
TAP PORTUGAL AIRLINE
TATE ANDALE INC
TE CONNECTIVITY CORPORATION
TEAM - COBHAM AVIONICS
TECALEMIT AEROSPACE

Ex. 3

R&D Releasees

9 of 10

SAFE FLIGHT INSTRUMENT CORPORATION
SAFRAN AERO BOOSTERS SA
SAFRAN AIRCRAFT ENGINES VILLAROCHE
SAFRAN ELECTRONICS & DEFENSE
SAFRAN LANDING SYSTEMS
SAFRAN SA
SAFRAN TRANSMISSION SYSTEMS
SAFT AMERICA INC.
SAIA-BURGESS INC.
SAINT-GOBAIN ABRASIVES INC
SAINT-GOBAIN PERFORMANCE PLASTIC
SAMTEC INC
SARGENT AEROSPACE & DEFENSE, LLC
SARMA SA
SAS INDUSTRIES INC
SCHAEFFLER TECHNOLOGIES GMBH & CO.
SCHATZ BEARING CORPORATION
SCHRADER SA
SCHRADER-BRIDGEPORT INTERNATIONAL
SCHROTH SAFETY PRODUCTS GMBH
SCREWcorp VSI AEROSPACE PRODUCTS
SEA
SEA-LECT PRODUCTS INC
SEAIR TRANSPORT SERVICES, INC
SEAIR TRANSPORTATION AGENCY
SEALAND CORP
SEALTH AERO MARINE CO
SEASTROM MANUFACTURING CO., INC.
SEEGER INC.
SEINVE S.A.
SELL GMBH
SENIOR OPERATIONS LLC
SENSOR SYSTEMS, INC.
SERCK AVIATION LIMITED
SEXTANT AVIONIQUE SA
SHAMBAN POLYMER TECH GROUP
SHAW AERO DEVICES, INCORPORATED
SHAW MFG CO
SHELDHAL HOSKINS AVIATION
SHEPHERD CONSTRUCTION CO INC
SHIMADZU SEISAKUSHO
SHREVEPORT PAINT AND VARNISH CO INC
SHUR-LOK CORPORATION
SICMA
SIEMENS CORP
SIERRACIN CORPORATION
SINGAPORE TECHNOLOGIES AEROSPACE LTD
SILENT GLISS USA INC
SIMMONDS MECACERO FASTENERS INC
SIMMONDS PRECISION
SINCLAIR & RUSH, INC.
SION TRAVEL SERVICES
SIRS NAVIGATION LTD
SKF USA INC.
SKYLOCK INDUSTRIES
SMALLEY STEEL RING CO.
SMART TRAVEL & TOURS INC.
SMART TRAVEL & TOURS SDN. BHD.

SMITHS AEROSPACE
SMITHS IND AEROSPACE AND DEFENCE SYS
SMITHS INDUSTRIES ACTUATION SYSTEMS INC
SMITHS INDUSTRIES PLC
SMITHS TUBULAR SYSTEMS-LACONIA, INC.
SNECMA (SAFRAN AIRCRAFT ENGINES)
SNECMA MOTEURS GROUPE SNECMA
SNECMA SA
SNECMA SERVICES BRUSSELS
SNECMA SERVICES FRANCE
SNFA - STE NLLE DE FABRICATION
SOCIETE INDUSTRIELLE D AVIATION LATECOERE
SOCIETY OF BRITISH AEROSPACE
SOCIETY OF AUTOMOTIVE ENGINEERS INC
SOLCERA
SONTHEIMER ELEKTROSCHALTGERAETE GMBH
SOURIAU USA, INC.
SOUTHCO, INC
SPACE-LOK INC
SPARTAN INDUSTRIES
SPECIALTY PRODUCTS CO
SPECLINE INC.
SPECTRALUX CORPORATION
SPEED GRAPHIC STE SA
SPIROL INDUSTRIES LTD
SPIROL INTERNATIONAL CORPORATION
SPIROLOX, INC.
SPRAGUE ELECTRIC CO
SPS TECHNOLOGIES, LLC
ST AEROSPACE ENGINES PTE LTD
ST AEROSPACE TECHNOLOGIES (XIAMEN)
COMPANY LIMITED (STATCO)
STANLEY AVIATION CORP
STANLEY INDUSTRIAL
STATE OF THE ART, INC.
STEWART-WARNER CORPORATION
STG AEROSPACE INC/SAFTGLO INC.
STG AEROSPACE LTD
STILLMAN SEAL CORPORATION
STIMPSON EDWIN B. COMPANY INC
STOWE CORP
STRATOFLEX AEROSPACE
SUB OF CRITON CORP
SUNDSTRAND CORP
SUNDSTRAND PNEUMATICS
SWAYNE, A.D. COMPANY INC
SWITCHCRAFT INC.
SWITLIK PARACHUTE COMPANY, INC
SYSTEMS AND RINGS
TA MFG CO
TAG 1 CONSULTING, INC.
TAMAGAWA SEIKI CO LTD
TAP MAINTENANCE & ENGINEERING
TAP PORTUGAL AIRLINE
TATE ANDALE INC
TE CONNECTIVITY CORPORATION
TEAM - COBHAM AVIONICS
TECALEMIT AEROSPACE

Ex. 3

R&D Releasees

10 of 10

TECH-ETCH, INC.	UNIVERSITY SWAGING CORPORATION
TECHNETICS GROUP LLC	USM CORP
TECHNICAL WIRE PRODUCTS LLC	UTC ACTUATION SYSTEMS
TECHTEST LTD	UTC AEROSPACE SYSTEMS
TELAIR INTERNATIONAL AB	UTC AEROSPACE SYSTEMS SENSORS &
TELEDYNE CONTROLS, LLC	INTEGRATED SYSTEMS
TELEDYNE LINAIR ENGINEERING DANIA	VALENTEC DAYRON INC
TELEDYNE TECHNOLOGIES INCORPORATED	VALUE INDUSTRIES INC
TELEX COMMUNICATIONS INC	VAUPELL INDUSTRIAL PLASTICS, INC.
TENSOLITE CO	VESPER CORP
TETRAFLUOR INC	VIA.COM
TEXAS INSTRUMENT INC	VIASAT, INC.
TEXTRON INC	VIBROMETER
THALES	VICKERS ELECTROMECH
THALES AVIONICS ELECTRICAL SYSTEMS SA	VIRGINIA PLASTICS COMPANY, INC.
THALES AVIONICS ELECTRICAL SYSTEMS SAS	VISHAY DALE ELECTRONICS, LLC
THALES AVIONICS, INC.	VISION SYSTEMS AERONAUTICS
THALES AVIONICS, SA.	VOLT MANAGEMENT CORP
THALES AVIONICS, SAS.	VOLTRONICS INC
THALES GROUP	VORTEX AVIATION IRELAND LTD
THALES GROUP, INC.	VOSS INDUSTRIES, LLC
THALES UK LIMITED	WAMCO, INC.
THALES USA, INC.	WEBER AIRCRAFT LP
THE HARTWELL CO	WEBSON FASTENERS, INC.
THE IBP AEROSPACE GROUP, INC.	WELCH ALLYN INC
THE TIRE & RIM ASSOCIATION INC	WENCOR GROUP, LLC
THOMAS & BETTS CORPORATION	WEST COAST AEROSPACE INC
THOMSON-CSF	WHELEN ENGINEERING COMPANY, INC.
THOMSON-INDUSTRIES INC	WHITTAKER CORP
TIGHITCO INC.	WINFRED M BERG INC
TIKET.COM	WOODWARD, INC.
TIMCO AVIATION SERVICES, INC.	WORTH MFG CO
TIMES MICROWAVE SYSTEMS, INC.	XIAMEN FEIPENG INDUSTRY CO. LTD
TIMKEN CORPORATION	XTRA AEROSPACE INC
TORRINGTON CO	YKK /USA/ INC
TPC	YOKOHAMA RUBBER CO. LTD
TRANS WORLD AIRLINES	YOKOHAMA RUBBER COMPANY
TRANSCO OPS	ZODIAC AIRCARGO EQUIPMENT B.V.
TRANSDIGM INC	ZODIAC AIRCATERING EQUIPMENT
TRANSTECHNOLOGY CORP	ZODIAC SEATS UK LTD
TRAVEL AGENT APO-CGK	
TRELEC	
TRELLEBORG SEALING SOLUTIONS	
TRINUSA TRAVEL	
TRI-STAR ELECTRONICS INTERNATIONAL	
TRUARC COMPANY LLC	
TRUK TRANSPORTATION COMPANY, INC	
TRW INC	
TWI INC	
TYCO ELECTRONICS CORPORATION	
TYEE AIRCRAFT INCORPORATED	
TYTON CORP	
U.S. GRAPHITE INC.	
UMBRA CUSCINETTI SPA	
UMPCO, INC.	
UNBRAKO LTD	
UNICORP	
UNISON INDUSTRIES, LLC	

Ex. 4

Aviation Laws of Indonesian

LAW OF INDONESIA REPUBLIC, NUMBER 1 YEAR 2009, ABOUT AVIATION

Chapter 8, RESPONSIBILITY OF CARRIER

Paragraph 2, **CARRIER RESPONSIBILITY TO PASSENGERS** and/or Cargo Sender

Article 141

1. Carrier is liable over the loss passengers who died , permanent disability or injured caused by the incident of air transportation on the plane and /or getting up and down the plane
2. When the loss as referred to in verse 1 arise because the deliberate act or fault of the carrier or employee, carrier is liable over the loss and cannot use provision as stated herein to limit the responsibility
3. The heirs or the victims of air transportation incident as referred to in verse 2 can conduct a prosecution into court to get compensation for addition loss to the loss that has been set.

Paragraph 14, Special Requirements

Article 186

1. The carrier is **forbidden** to have an agreement or special requirement that **releases** carrier's responsibility or determine lower limit for compensation than is regulated by this law.
2. Further regulation on carrier's responsibility is regulated by Ministry Regulation.

...

MINISTRY OF TRANSPORTATION REGULATION NO. 77 YEAR 2011, ABOUT CARRIER RESPONSIBILITY

Chapter 2, Type of Carrier Responsibility and Compensation

Article 3

The amount of compensation for passengers who have died, permanent disability or injuries as referred to in Article 2 letter a is determined as follows:

- i. Passengers who died in an airplane that was caused by an airplane crash or an event that related to air transportation were compensated Rp. 1,250,000,000.00 (one billion two hundred fifty million rupiah) per passenger.

(Luggage)

Article 5

1. Compensation for passengers who had lost, desolate or the damage luggage that registered as referred to in article 2 letter c set as follows:
 - i. Loss of checked luggage or luggage contain or desolate is given compensation Rp. 200,000.00 (two hundred thousand rupiah) per kilogram and maximum Rp. 4,000,000.00 (four million rupiah) per passenger; and,
 - ii. Compensation is given to damage recorded luggage in accordance its type, size and brand of the luggage.
1. Checked luggage that is considered missing as referred to paragraph 1, when not found in 14 (fourteen) a calendar day since the arrival date of passenger
2. Carrier is required to provide compensation money to passengers for waiting the registered luggage that hasn't been recovered or still missing as referred to in paragraph 2 Rp 200,000.00 (two hundred thousand rupiah) per day maximum 3 (three) days.

...

CIVIL CODE

Article 1370

In the case of intentional killing or death of someone because of the inadvertence of another person, the spouse who is left behind, the child or parent of victim who usually receives the work and work of the victim, has the right to claim compensation according to the position and wealth of both parties, and according to circumstances.

Ex. 4

Aviation Laws of Indonesia

UNDANG-UNDANG REPUBLIK INDONESIA, NOMOR 1 TAHUN 2009, TENTANG PENERBANGAN

Bagian Kedelapan, **Tanggung Jawab Pengangkut**

Paragraf 2, **Tanggung Jawab Pengangkut** terhadap Penumpang dan/atau Pengirim Kargo

Pasal 141

1. Pengangkut bertanggung jawab atas kerugian penumpang yang meninggal dunia, cacat tetap atau luka-luka yang diakibatkan kejadian angkutan udara di dalam pesawat dan/atau naik turun pesawat udara
2. Apabila kerugian sebagaimana dimaksud pada ayat 1 timbul karena tindakan sengaja atau kesalahan dari pengangkut atau orang yang dipekerjakannya, pengangkut bertanggung jawab atas kerugian yang timbul dan tidak dapat mempergunakan ketentuan dalam undang-undang ini untuk membatasi tanggung jawabnya
3. Ahli waris atau korban sebagai akibat kejadian angkutan udara sebagaimana dimaksud pada ayat 2 dapat melakukan penuntutan ke pengadilan untuk mendapatkan ganti kerugian tambahan selain ganti kerugian yang telah ditetapkan.

Paragraf 14, **Persyaratan Khusus**

Pasal 186

1. Pengangkut dilarang membuat perjanjian atau persyaratan khusus yang meniadakan tanggung jawab pengangkut atau menentukan batas yang lebih rendah dari batas ganti kerugian yang diatur dalam undang-undang ini
2. Ketentuan lebih lanjut mengenai tanggung jawab pengangkut diatur dengan Peraturan Menteri

...

PERATURAN KEMENTERIAN PERHUBUNGAN NO. 77 TAHUN 2011 TENTANG TANGGUNG JAWAB PENGANGKUT UDARA

Bab 2, Jenis Tanggung Jawab Pengangkut dan Besaran Ganti Kerugian

Pasal 3

Jumlah ganti kerugian terhadap penumpang yang meninggal dunia, cacat tetap atau luka-luka sebagaimana dimaksud dalam Pasal 2 huruf a ditetapkan sebagai berikut:

- i. Penumpang yang meninggal dunia di dalam pesawat udara karena akibat kecelakaan pesawat udara atau kejadian yang semata-mata ada hubungannya dengan pengangkutan udara diberikan ganti kerugian sebesar Rp. 1,250,000,000.00 (satu milyar dua ratus lima puluh juta rupiah) per penumpang

(Bagasi)

Pasal 5

1. Jumlah ganti kerugian terhadap penumpang yang mengalami kehilangan, musnah atau rusaknya bagasi tercatat sebagaimana dimaksud dalam Pasal 2 huruf c ditetapkan sebagai berikut:
 - i. Kehilangan bagasi tercatat atau isi bagasi tercatat atau bagasi tercatat musnah diberikan ganti rugi sebesar Rp. 200,000.00 (dua ratus ribu rupiah) per kilogram dan paling banyak Rp. 4,000,000.00 (empat juta rupiah) per penumpang;
 - ii. Kerusakan bagasi tercatat diberikan ganti rugi sesuai jenisnya bentuk, ukuran dan merek bagasi tercatat.
2. Bagasi tercatat dianggap hilang sebagaimana dimaksud pada ayat 1 apabila tidak ditemukan dalam waktu 14 (empat belas) hari kalender sejak tanggal dan kedatangan penumpang pada bandara tujuan.
3. Pengangkut wajib memberikan uang tunggu kepada penumpang atas bagasi tercatat yang belum ditemukan dan belum dapat dinyatakan hilang sebagaimana dimaksud pada Ayat 2 sebesar Rp. 200,000.00 (dua ratus ribu rupiah) per hari paling lama untuk 3 (tiga) hari kalender.

...

KODE ETIK

Pasal 1370

Dalam hal pembunuhan dengan sengaja atau kematian seseorang karena kurang hati-hatinya orang lain, suami atau istri yang ditinggalkan, anak atau orang tua korban yang lazimnya mendapat nafkah dan pekerjaan korban, berhak menuntut ganti rugi yang harus dinilai menurut kedudukan dan kekayaan kedua belah pihak, serta menurut keadaan.

Ex. 5

Order to Pay

MINISTRY OF TRANSPORTATION
DIRECTORAT GENERAL OF AIR TRANSPORTATION

No. : AU.551/KUM/DJU/II/2019

Date : February 8th, 2019

Regarding : Dateline to execute responsibility of the Air Carrier for the accident of Lion Air JT 610

To : President Director of PT Lion Mentari Airlines

1. Following up the result of Coordination Meeting on Lion Air JT610 case that was held at the Ministry of Maritime Coordination office on Monday, Feb 4th 2019, and following up 2 (two) of our previous letters No: AU.2209/KUM/DJU/XII/2018 on Dec 28th 2018 and No. AU.390/KUM/DJU/I/2019 on Jan 31st 2019 regarding the execution of the responsibility of the Air Carrier on Lion Air JT610 accident, for PT Lion Mentari soon to:
 - a. Finishing the settlement of responsibility from Carrier to the Family/Heirs of the victims according to the law; and
 - b. To deliver the report of Carrier's settlement to Ministry of Transportation cq. Director General of Air Transportation in first opportunity.
2. Based on article 1 (one) above, PT Lion Mentari Airlines has to execute its obligation at the latest of 7 (seven) days of receiving this letter.
3. This is stated to executed with full responsibility.

Signed by:

DIRECTOR GENERAL OF AIR TRANSPORTATION

POLAMA B. PRAMESTI

CC:

1. Ministry of Transportation
2. Ministry of Coordination on Maritime
3. The Head of Financial Services Authority (OJK)

Ex. 5

Order to Pay

KEMENTERIAN PERHUBUNGAN

DIREKTORAT JENDRAL PERHUBUNGAN UDARA

No. : AU.551/KUM/DJU/II/2019
Tanggal : 8 Februari, 2019
Perihal : Batas Waktu untuk melaksanakan tanggung jawab Air Carrier atas kecelakaan Lion Air JT 610
Kepada : President Direktur PT Lion Mentari Airlines

1. Menindaklanjuti hasil Rapat Koordinasi kasus Lion Air JT610 yang diadakan di kantor Kementerian Koordinasi Maritim pada hari Senin, 4 Februari 2019, dan menindaklanjuti 2 (dua) surat kami sebelumnya No: AU.2209 / KUM / DJU / XII / 2018 pada 28 Desember 2018 dan No. AU.390 / KUM / DJU / I / 2019 pada 31 Januari 2019 tentang pelaksanaan tanggung jawab Pengangkutan Udara pada kecelakaan Lion Air JT610, PT Lion Mentari diminta segera untuk:
 - a. Menyelesaikan penyelesaian tanggung jawab dari Pengangkut kepada Keluarga / Ahli Waris para korban menurut hukum; dan
 - b. Menyampaikan laporan penyelesaian Pengangkut Udara kepada Kementerian Perhubungan cq. Direktur Jenderal Perhubungan Udara dalam kesempatan pertama.
2. Pada pasal 1 (satu) di atas, PT Lion Mentari Airlines harus melaksanakan kewajibannya selambat-lambatnya 7 (tujuh) hari sejak menerima surat ini.
3. Ini dinyatakan dijalankan dengan penuh tanggung jawab.

Tertanda:

DIREKTORAT JENDRAL PERHUBUNGAN UDARA

POLAMA B. PRAMESTI

CC:

1. Menteri Perhubungan
2. Menteri Koordinator Kemaritiman
3. Otoritas Jasa Keuangan (OJK)

Ex. 6

Para 14, R&D

Statement of Full and Final Release and
Discharge of All Claims
("Release and Discharge")

14. The Releasors have been given the opportunity to consult with a lawyer to review and evaluate this Release and Discharge and Releasors attest that they have done so or agree to waive this right. The Releasors further understand and agree that they will be responsible for the payment of the Releasors' own costs arising from and in connection with any matters related to the Accident, other than any expenses previously paid for by Releasees, and that Releasors will be responsible for the payment of any attorneys' fees and expenses that they have incurred or may incur in connection with this Release and Discharge.

Pernyataan Pelepasan dan Pembebasan Akhir dan
Menyeluruh dari Segala Tuntutan
("Pelepasan dan Pembebasan")

14. Para Pemberi Pelepasan telah diberi kesempatan untuk berkonsultasi dengan pengacara untuk meninjau dan menilai Pelepasan dan Pembebasan ini dan Para Pemberi Pelepasan menegaskan bahwa mereka telah melakukannya atau setuju untuk mengenyampingkan haknya ini. Para Pemberi Pelepasan lebih lanjut memahami dan menyetujui bahwa mereka akan bertanggung jawab atas pembayaran biaya-biaya Para Pemberi Pelepasan sendiri yang timbul dari atau yang terkait dengan segala hal yang berhubungan dengan Kecelakaan, selain dari biaya-biaya yang sebelumnya telah dibayarkan oleh Para Penerima Pelepasan, dan bahwa Para Pemberi Pelepasan akan bertanggung jawab untuk pembayaran biaya-biaya dan ongkos-ongkos pengacara yang telah mereka pikul atau mungkin akan mereka tanggung dalam hubungannya dengan Pelepasan dan Pembebasan ini.