

SUPPLEMENTAL FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Supplemental Loan Agreement and Promissory Note (the "Agreement"), effective on January __, 2012, is entered into between the following parties:

Lender: Sedgwick County, Kansas Board of County Commissioners, 525 N. Main
Wichita, Kansas 67203
Contact Person/Title: Chris Chronis, Chief Financial Officer
Phone: 316-660-7130 FAX: 316-383-7729

Borrower: Nex-Tech Aerospace, Inc.
4201 South 119th St. West
Wichita, KS 67215
Contact Person/Title: Mike Kuzdzal, Vice President of Operations
Phone: 316-529-0425 FAX:
FEIN: 20-8745032

WHEREAS, Nex-Tech and the Lender are parties to a Forgivable Loan Agreement and Promissory Note dated June 2, 2009 (the "Original Loan Agreement"), pursuant to which, among other conditions, Lender made certain loans to Nex-Tech that were forgivable if Nex-Tech created and maintained certain minimum employment and payroll levels at its Wichita, Kansas facility; and

WHEREAS, there are two years remaining on the agreement with \$45,000 per year subject to forgiveness by Lender provided the designated benchmarks for employment and payroll are successfully met;

WHEREAS, Nex-Tech entered into an Asset Purchase Agreement with H.M. Dunn Company, Inc. on October 31, 2011 pursuant to which Nex-Tech will sell substantially all of its assets to H.M. Dunn Company, Inc. on the terms and subject to the conditions set forth therein; and

NOW THEREFORE, Lender and Nex-Tech hereby agree to enter into the following Supplemental Agreement pursuant to which Nex-Tech has agreed to place certain funds, amounting to \$90,000, in escrow (the "Escrow Funds") pending the achievement by H.M. Dunn of certain minimum employment and minimum payroll thresholds at the Wichita, Kansas facility over the next two years subject to the following terms:

1. Lender and Borrower will execute an escrow agreement with Wells Fargo Bank, National Association in the form attached hereto as Exhibit A (the "Escrow Agreement"), which, among other things, shall govern the release of the Escrow Funds. .
2. All fees and expenses of Wells Fargo Bank, National Association in performing its obligations under the Escrow Agreement and all income or other tax due on the account are the sole responsibility of borrower regardless of whether the eventual disbursement of escrow property is wholly or partly to lender.
3. All other terms of the Original Loan Agreement are incorporated by reference and are attached hereto as Exhibit B.
4. H.M. Dunn Company, Inc. agrees that the designated County representative shall be allowed necessary and reasonable access to the physical facility and employment reports to continue with the County's monitoring and reporting functions under paragraphs 14 of the Original Loan Agreement.

5. To be considered in compliance with the agreement, the successor corporation must meet both the employment and minimum payroll benchmarks set forth in section 2 of the Original Loan Agreement. To the extent that H.M. Dunn Company, Inc. meets both the minimum employment and minimum payroll benchmarks for 2012 as set forth in Section 2 of the Original Loan Agreement, then on or before January 31, 2013, the County shall execute joint written instructions to Wells Fargo to facilitate the release of \$45,000 of the Escrow Funds to Nex-Tech under the Escrow Agreement.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

SEDGWICK COUNTY, KANSAS

Tim R. Norton, Chairman
Commissioner, Second District

BORROWER:

NEX-TECH AEROSPACE, INC.

ATTEST:

Kelly Arnold, County Clerk

APPROVED AS TO FORM:

Michael L. North
Assistant County Counselor

Agreed as to Section 4 hereof:

H.M. DUNN COMPANY, INC.
