

ASSIGNMENT AND ASSUMPTION OF LEASE

This assignment and assumption agreement ("Assignment") made and entered into the 28th day of February, 2007 by and between Rockwell Collins, Inc. ("Assignor"), and Rockwell Collins Sales & Services, Inc. ("Assignee");

WITNESSETH

WHEREAS, by a Real Estate Lease agreement dated August 7, 1978, (the "Lease"), WICHITA AIRPORT AUTHORITY as Landlord, leased to Assignor, as tenant, those certain premises located at 2051 Airport Road, Wichita, KS 67209; and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment effective March 31, 2007.

NOW THEREFORE, in consideration of the premises and of the other good and valuable consideration, the parties hereby agree as follows:

1. This Assignment shall take effect as of March 31, 2007.
2. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to the Lease.
3. Assignee hereby accepts such assignment and assumes and agrees to perform, from the date this Assignment becomes effective, each and every obligation of Assignor under the Lease.
4. All terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR: Rockwell Collins, Inc.

By: Tiffany Woodhouse

Name: Tiffany Woodhouse
Title: Senior Commodity Specialist

ASSIGNEE: Rockwell Collins Sales & Services, Inc.

By: Vaughn Klopfenstem

Name: Vaughn Klopfenstem
Title: Assistant Secretary

LANDLORD CONSENT:

By: _____

Name: _____
Title: _____