

SECURITIES AND EXCHANGE COMMISSION

FORM 10-K/A

Annual report pursuant to section 13 and 15(d) [amend]

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FILER

EMS TECHNOLOGIES INC

CIK: **32198** | IRS No.: **581035424** | State of Incorpor.: **GA** | Fiscal Year End: **1231**
Type: **10-K/A** | Act: **34** | File No.: **000-06072** | Film No.: **05791489**
SIC: **3663** Radio & tv broadcasting & communications equipment

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K/A

**Amendment No. 2
ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2004**

Commission File #0-6072

EMS TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Georgia
(State or other jurisdiction of incorporation or organization)

58-1035424
(IRS Employer ID Number)

660 Engineering Drive

Norcross, Georgia
(Address of principal executive offices)

30092
(Zip Code)

Registrant's Telephone Number, Including Area Code: (770) 263-9200
Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act:
Common Stock, \$.10 par value
(Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or amendment to this Form 10-K:

Indicate by check mark whether the registrant is an accelerated filer (as defined by Rule 12b-2 of the Act): Yes No

The aggregate market value of voting stock held by persons other than directors or executive officers on July 3, 2004 was \$203 million, based on a closing price of \$18.51 per share. The basis of this calculation does not constitute a determination by the registrant that all of its directors and executive officers are affiliates as defined in Rule 405.

As of March 10, 2005, the number of shares of the registrant's common stock outstanding was 11,164,421 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information contained in the Company' s definitive proxy statement for the 2005 Annual Meeting of Shareholders of the registrant is incorporated herein by reference in Part III of the Annual Report on Form 10-K/A Amendment No. 1.

AVAILABLE INFORMATION

EMS Technologies, Inc. makes available free of charge, on or through its website at www.ems-t.com, its annual, quarterly and current reports, and any amendments to those reports, as soon as reasonably practicable after electronically filing such reports with the Securities and Exchange Commission. Information contained on the Company' s website is not part of this report.

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EXPLANATORY NOTE

EMS Technologies, Inc. (the “Company”) is filing this Amendment No. 2 on Form 10-K/A (the “Amendment”) to the Company’s Annual Report on Form 10-K for the year ended December 31, 2004 (which was initially filed with the Securities and Exchange Commission (the “SEC”) on March 16, 2005, and amended by Amendment No. 1 thereto on March 31, 2005) pursuant to an exemptive order issued by the SEC (SEC Release No. 34-50754). This exemptive order permitted the Company to include management’s annual report on the Company’s internal control over financial reporting and the required attestation report of the Company’s independent registered public accounting firm in an amendment to its Annual Report on Form 10-K not later than 45 days after the prescribed period for filing such Annual Report on Form 10-K. The Company also is refiling certain exhibits to its Report on Form 10-K. Accordingly, the Company is filing this Amendment No. 2 to:

Amend Item 9A to include management’s annual report on the Company’s internal control over financial reporting, and a report of its independent registered public accounting firm relating to the Company’s assessment of internal control over financial reporting and effectiveness of internal control over financial reporting; and

Amend Item 15 to include (i) updated certifications pursuant to Section 302 and 906 of the Sarbanes-Oxley Act of 2002, (ii) a consent of the Company’s independent registered public accounting firm with respect to the above-referenced report on the Company’s assessment of internal controls, and (iii) certain additional or corrected exhibits.

Except for the amendments described above, this Amendment No. 2 does not modify or update the Company’s Annual Report on Form 10-K, as amended by Amendment No. 1 thereto, including the previously reported financial statements and other financial disclosures included therein, which information has not been updated to reflect events which may have occurred since the date as of which such information was previously provided.

PART II

ITEM 9A. Controls and Procedures

(a) Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

The Company has established disclosure controls and procedures to provide reasonable assurance that the information required to be disclosed by us in reports filed under the Securities Exchange Act of 1934 is (i) recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and (ii) accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding disclosure. A controls system cannot provide absolute assurance that the objectives of the controls system are met, and no evaluation of controls can provide absolute assurance that all control issues, errors and instances of fraud, if any, within a company have been detected.

The Company’s management, including the Chief Executive Officer (CEO) and its Executive Vice President and Chief Financial Officer (CFO), evaluated the effectiveness of the design and operation of the Company’s disclosure controls and procedures as of December 31, 2004, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (“disclosure controls”). Based on that evaluation and the three material weaknesses (discussed below) that were identified, the CEO and CFO have concluded that the Company’s disclosure controls were not effective as of December 31, 2004.

(b) Management’s Annual Report on Internal Control Over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. The Company’s internal control over financial reporting is designed to provide reasonable assurance to the Company’s management and board of directors regarding the preparation and fair presentation of published financial statements for external purposes, in accordance with generally accepted accounting principles. Management conducted its evaluation of the effectiveness of the Company’s internal control over financial reporting as of December 31, 2004 using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control–Integrated Framework.

A material weakness in internal control over financial reporting is defined by the Public Company Accounting Oversight Board’s (“PCAOB”) Auditing Standard No. 2 as a control deficiency, or combination of control deficiencies, that results in a more than remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. In the course of its

evaluation, management identified the following material weaknesses as of December 31, 2004 in the Company' s internal control over financial reporting:

The Company' s policies and procedures did not provide for sufficient oversight and review of revenue recognition for multiple deliverables under contracts involving delayed delivery of equipment, related software and future services that are supplemental to the primary equipment sold. Specifically, the Company did not have controls in place to adequately identify, evaluate and value separate elements of certain contracts involving multiple deliverables to ensure that the related accounting for these transactions complied with the provisions of the FASB' s Emerging Issues Task

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Force Issue No. 00-21, "Revenue Arrangements with Multiple Deliverables," and the AICPA's Statement of Position No. 97-02, "Software Revenue Recognition." This deficiency resulted in a material overstatement of the Company's recorded revenue; however, the related errors were identified and corrected prior to issuance of the Company's 2004 consolidated financial statements.

The Company's policies and procedures did not provide for effective oversight and review of the accounting for purchase price variances on certain purchased materials. Specifically, the Company did not maintain, in one of its divisions, procedures to adequately review purchase price variances recognized during the period and to reflect such variances in the recorded amount of inventory. This deficiency resulted in a material understatement of the Company's cost of sales; however, the related errors were identified and corrected prior to issuance of the Company's 2004 consolidated financial statements.

The Company's policies and procedures did not provide for effective oversight and review of the accounting for the effect of significant foreign exchange fluctuations on the value of long-term contracts denominated in a currency other than the functional currency. Specifically, the Company's discontinued Canadian operations did not have controls in place to appropriately estimate the effects of foreign exchange fluctuations on the expected future revenues for long-term contracts denominated in non-Canadian currencies, and for which revenue was being recognized under percentage-completion accounting. This deficiency resulted in a material overstatement of the Company's recorded revenue from discontinued operations; however, the related errors were identified and corrected prior to issuance of the Company's 2004 consolidated financial statements.

Based on the aforementioned material weaknesses, management has concluded that the Company's internal control over financial reporting was not effective as of December 31, 2004.

KPMG LLP, the independent registered public accounting firm that audited the consolidated financial statements of the Company, has issued an audit report on management's assessment of the Company's internal control over financial reporting. The report is included in Item 9A(d) under the heading "Report of Independent Registered Public Accounting Firm."

(c) Changes in Internal Control Over Financial Reporting

There were no changes in internal control over financial reporting that occurred during the fourth quarter of 2004 that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting. However, subsequent to December 31, 2004, the Company implemented additional controls and procedures to address the material weaknesses that have been identified:

The Company expanded its procedures to identify, evaluate and appropriately value all contractual deliverables, as well as provide for additional management review of certain contracts with multiple deliverables.

The Company improved its procedures to revise standard prices for purchased materials, and it implemented new procedures to revalue inventory more frequently, and to provide for additional management review of the accounting for purchase price variances for purchased materials.

The Company expanded its procedures to revalue the estimated future revenues on long-term contracts denominated in a currency other than the functional currency.

(d) Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders

EMS Technologies, Inc.:

We have audited management's assessment, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting (Item 9A(b)), that EMS Technologies, Inc. (the Company) did not maintain effective internal control over financial reporting as of December 31, 2004, because of the effect of material weaknesses in internal control over financial reporting identified in management's assessment, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. The following material weaknesses have been identified and included in management's assessment as of December 31, 2004:

- (a) the Company's policies and procedures did not provide for sufficient oversight and review of revenue recognition for multiple deliverables under contracts involving delayed delivery of equipment, related software and future services that are supplemental to the primary equipment sold. Specifically, the Company did not have controls in place to adequately identify, evaluate and value separate elements of certain contracts involving

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multiple deliverables to ensure that the related accounting for these transactions complied with generally accepted accounting principles. This deficiency resulted in a material overstatement of the Company' s recorded revenue.

(b) the Company' s policies and procedures did not provide for effective oversight and review of the accounting for purchase price variances on certain purchased materials. Specifically, the Company did not maintain, in one of its divisions, procedures to adequately review purchase price variances recognized during the period and to reflect such variances in the recorded amount of inventory. This deficiency resulted in a material understatement of the Company' s of cost of sales.

(c) the Company' s policies and procedures did not provide for effective oversight and review of the accounting for the effect of significant foreign exchange fluctuations on the value of long-term contracts denominated in a currency other than the functional currency. Specifically, the Company' s discontinued Canadian operations did not have controls in place to appropriately estimate the effects of foreign exchange fluctuations on the expected future revenues for long-term contracts denominated in non-Canadian currencies, and for which revenue was being recognized under percentage-completion accounting. This deficiency resulted in a material overstatement of the Company' s recorded revenue from discontinued operations.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of EMS Technologies, Inc. and subsidiaries as of December 31, 2004 and 2003, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows for each of the years in the three-year period ended December 31, 2004. The aforementioned material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2004 consolidated financial statements, and this report does not affect our report dated March 30, 2005, which expressed an unqualified opinion on those consolidated financial statements.

In our opinion, management' s assessment that the Company did not maintain effective internal control over financial reporting as of December 31, 2004, is fairly stated, in all material respects, based on criteria established in Internal Control–Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Also, in our opinion, because of the effect of the material weaknesses described above on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2004, based on criteria established in Internal Control–Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

KPMG LLP

Atlanta, Georgia
May 2, 2005

PART IV

ITEM 15. Exhibits, Financial Statement Schedules

(a) 3. Exhibits

The following exhibits are filed as part of this report:

- 3.1 Second Amended and Restated Articles of Incorporation of EMS Technologies, Inc., effective March 22, 1999 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 3, 2004).
- 3.2 Bylaws of EMS Technologies, Inc., as amended through March 15, 1999 (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 3, 2004).
- 4.1 EMS Technologies, Inc. Stockholder Rights Plan dated as of April 6, 1999 (previously filed as Exhibit 4.1 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.2 Agreement with respect to long-term debt pursuant to Item 601(b)(4)(iii)(A) (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000).
- 4.3 U.S. Revolving Credit Agreement, dated as of December 10, 2004, among the Company, the lenders from time to time party thereto, and SunTrust Bank as Administrative Agent (previously filed as Exhibit 4.3 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.4 Security Agreement, dated as of December 10, 2004, by the Company and certain of its subsidiaries, in favor of SunTrust Bank as Collateral Agent (previously filed as Exhibit 4.4 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.5 Pledge Agreement, dated as of December 10, 2004, by the Company and certain of its subsidiaries, in favor of SunTrust Bank as Collateral Agent (previously filed as Exhibit 4.5 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.6 Form of Note issued by the Company in favor of the lenders under the U.S. Revolving Credit Agreement, dated as of December 31, 2004 (previously filed as Exhibit 4.6 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.7 Amendment No. 1, dated February 11, 2005, to U.S. Revolving Credit Agreement (previously filed as Exhibit 4.7 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.8 Canadian Revolving Credit Agreement, dated as of December 10, 2004, among EMS Technologies Canada, Ltd., the Company, the lenders from time to time party thereto, and Bank of America, National Association (Canada Branch) as Canadian Administrative Agent and Funding Agent (incorporated by reference to Exhibit 4.8 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.9 Canadian Security Agreement, dated as of December 10, 2004, by EMS Technologies Canada, Ltd., in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 4.9 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.10 Deed of Movable Hypothec, dated as of December 10, 2004, by EMS Technologies Canada, Ltd., in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 5.0 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

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- 4.11 Canadian Intellectual Property Security Agreement, dated as of December 10, 2004, by EMS Technologies Canada, Ltd., in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 5.1 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.12 Pledge Agreement, dated as of December 10, 2004, by the Company and certain of its domestic subsidiaries in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 5.2 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.13 Trademark Security Agreement, dated as of December 10, 2004, by the Company and one of its domestic subsidiaries in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 5.3 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.14 Patent Security Agreement, dated as of December 10, 2004, by the Company and one of its domestic subsidiaries in favour of Bank of America, National Association (Canada Branch) as Canadian Collateral Agent (previously filed as Exhibit 5.4 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.15 Form of Note issued by the Company in favour of the lenders under the Canadian Revolving Credit Agreement, dated as of December 31, 2004 (previously filed as Exhibit 5.5 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 4.16 Amendment No. 1, dated February 11, 2005, to Canadian Revolving Credit Agreement (previously filed as Exhibit 5.6 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).
- 10.1 Letter dated January 17, 2000 between the Company and Alfred G. Hansen concerning the terms of his employment as President and Chief Operating Officer (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).
- 10.2 Form of Agreement between the Company and each of its executive officers, related to certain change-of-control events (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 29, 2001).
- 10.3 EMS Technologies, Inc. Deferred Compensation Plan for Non-Employee Directors, effective October 1, 2003, as amended effective December 13, 2004.*
- 10.4 EMS Technologies, Inc. Officers' Deferred Compensation Plan, effective November 13, 2003, as amended effective December 13, 2004.*
- 10.5 EMS Technologies, Inc. 1992 Stock Incentive Plan as amended through October 3, 1996 (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement No. 333-14235 on Form S-4).
- 10.6 Amendments adopted May 2, 1997, to the EMS Technologies, Inc. 1992 Stock Incentive Plan (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).
- 10.7 EMS Technologies, Inc. 1997 Stock Incentive Plan, as adopted January 24, 1997, and amended through May 10, 2004 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 3, 2004).

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10.8 Form of Stock Option Agreement evidencing options granted prior to 2001 to executive officers under the EMS Technologies, Inc. 1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).

10.9 Form of Stock Option Agreement evidencing options granted after 2000 to executive officers under the EMS Technologies, Inc. 1997 Stock Incentive Plan, together with related Terms of Officer Stock Option, Form 1/25/01.*

10.10 Form of Stock Option Agreement evidencing options granted automatically to non-employee members of the Board of Directors upon their initial election to the Board, under the EMS Technologies, Inc. 1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).

10.11 Form of Stock Option Agreement evidencing options granted automatically to non-employee members of the Board of Directors, upon each election to an additional one-year term of service, under the EMS Technologies, Inc. 1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).

10.12 Form of Stock Option Agreement evidencing options granted to executive officers under EMS Technologies, Inc. 1992 Stock Incentive Plan (incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).

10.13 Form of Stock Option Agreement evidencing options granted automatically under the 1992 Stock Incentive Plan, on a one-time basis and prior to 1998, to non-employee members of the Board of Directors (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2000).

10.14 Stock Option Agreement dated January 7, 2000, evidencing options granted to Alfred G. Hansen (incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).

10.15 EMS Technologies, Inc. Executive Annual Incentive Compensation Plan, as amended through April 30, 1999 (previously filed as Exhibit 10.15 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

10.16 Form of Indemnification Agreement between the Company and each of its directors (incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).

10.17 Form of Indemnification Agreement between the Company and, each of Don T. Scartz and William S. Jacobs (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).

10.18 Form of Split-Dollar Insurance Plan, dated as of June 29, 1988 between the Company and Don T. Scartz (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2003).

10.19 Form of Split-Dollar Life Insurance agreement effective January 1, 1993, between the Company and William S. Jacobs (previously filed as Exhibit 10.19 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

10.20 Summary of compensation arrangements with non-employee members of the Board of Directors (previously filed as Exhibit 10.20 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

10.21 Summary of compensation arrangements with executive officers (previously filed as Exhibit 10.21 to the Company's Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

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14 EMS Technologies, Inc. Code of Business Ethics and Conduct, as revised February 6, 2004 (incorporated by reference to Exhibit 14 to the Company' s Annual Report on Form 10-K for the year ended December 31, 2003).

21.1 Subsidiaries of the registrant. *

23.1 Independent Registered Public Accounting Firm (KPMG LLP) Consent to incorporation by reference in Registration Statement Nos. 2-76455, 33-50528, 333-20843, 333-32425, 333-35842, 333-86973 and 333-74770, each on Form S-8, and Registration Statement Nos. 333-61796 and 333-87160, each on Form S-3 (incorporated by reference to Exhibit 23.1 to the Company' s Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

23.2 Independent Auditors' (Ernst & Young LLP) Consent to incorporation by reference in Registration Statement Nos. 2-76455, 33-50528, 333-20843, 333-32425, 333-35842, 333-86973 and 333-74770, each on Form S-8, and Registration Statement Nos. 333-61796 and 333-87160, each on Form S-3 (incorporated by reference to Exhibit 23.2 to the Company' s Annual Report on Form 10-K/A Amendment No. 1 for the year ended December 31, 2004).

23.3 Independent Registered Public Accounting Firm (KPMG LLP) Consent to incorporation by reference in Registration Statement Nos. 2-76455, 33-50528, 333-20843, 333-32425, 333-35842, 333-86973 and 333-74770, each on Form S-8, and Registration Statement Nos. 333-61796 and 333-87160, each on Form S-3.*

31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *

31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *

32 Certification of the Company' s Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *

* Filed herewith

AS AMENDED, EFFECTIVE
DECEMBER 13, 2004

EMS TECHNOLOGIES, INC.

DEFERRED COMPENSATION PLAN FOR
NON-EMPLOYEE DIRECTORS

ARTICLE I
DEFERRAL OF COMPENSATION

1.1 PURPOSE AND ELIGIBILITY. This deferred compensation plan (this "Plan") for persons serving as members of the Board of Directors (the "Board") of EMS Technologies, Inc. (the "Company") who are not employed by the Company ("Non-Employee Directors") is adopted in order to allow each Non-Employee Director to (i) automatically defer a portion of his or her annual retainer for service on the Board (the "Retainer") as set forth in Section 1.2 below, and (ii) defer the receipt of all or part of the balance of his or her Retainer and of his or her other compensation for service as a member of the Board or committees thereof (collectively, "Eligible Compensation") as set forth in Section 1.3 below.

1.2 AUTOMATIC DEFERRAL. Each Non-Employee Director will have a portion of his or her Retainer then in effect automatically deferred and credited to his or her Deferral Account as set forth in Sections 2.1 and 2.2 below. The portion of the Retainer subject to such automatic deferral shall be determined from time to time, prior to the beginning of the calendar year, by the Nominating and Governance Committee of the Board (the "Committee"), but shall be not less than 40%. Subject to the other provisions of this Plan, all amounts deferred under this Section shall be payable on the tenth day of the month following the month in which the participant ceases to be a member of the Board.

1.3 IRREVOCABLE ELECTION FOR ADDITIONAL DEFERRAL

A. Except as provided in paragraph 1.3(B), prior to the first day of each calendar year, each Non-Employee Director shall be entitled to make an irrevocable election on a form provided by the Company to receive Eligible Compensation payable during such year in cash or to defer payment of all or any portion thereof into his or her Deferral Account.

Subject to the other provisions of this Plan, all amounts deferred under this Section with respect to a calendar year shall be payable on the earlier of: (i) the tenth day of the month following the month in which the participant ceases to be a member of the Board; or (ii) January 10 of the fifth year following the year of deferral, subject to the participant's election at least one year prior to any such date to defer payment of all or a portion of the

amount then payable for one additional period of not less than five years but not beyond the date specified in clause (i) above.

B. Each Non-Employee Director as of the date of the adoption of this Plan by the Board and each person who becomes a Non-Employee Director during a calendar year shall, within 30 days after such date of adoption or the date of becoming a Non-Employee Director, be entitled to make the irrevocable election described in paragraph 1.3(A) for the remainder of such calendar year, which election shall be effective only as to Eligible Compensation earned after the date thereof.

C. Failure to file an election for any year as specified in paragraphs 1.3(A) and (B) shall be deemed to be an election to receive in cash all Eligible Compensation for such year.

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ARTICLE II DEFERRAL ACCOUNT; DEFERRED STOCK UNITS

2.1 DEFERRAL ACCOUNT. Amounts deferred under this Plan shall be credited to a notional bookkeeping account (a "Deferral Account") established for each participant.

2.2 DEFERRED STOCK UNITS. Amounts credited to each participant's Deferral Account will be deemed to be invested in the form of deferred stock units ("DSU's") representing shares of the Company's \$1.00 par value common stock ("EMS Shares"). DSU's are not actual EMS Shares, and cannot be settled in or surrendered for EMS Shares. Instead, they are bookkeeping units that will be administered by the Company to provide a return on each Deferral Account equal to the return that would occur if the amounts credited to the Deferral Account were used to purchase EMS Shares on the dates so credited, including the effects of immediate reinvestment of any cash dividends paid from time to time on the EMS Shares. Holders of DSU's have no voting rights or any attributes of stock ownership other than such equivalent economic return. The number of DSU's received upon each deferral shall be equal to the amount thereof divided by the Fair Market Value (as then defined in the Company's 1997 Stock Incentive Plan or any similar successor plan) of the EMS Shares on the date of the deferral.

2.3 RECAPITALIZATION. If, as a result of a recapitalization of the Company (including stock splits), the EMS Shares shall be changed into a greater or smaller number of shares, the number of DSU's credited to each Deferral Account shall be appropriately adjusted on the same basis as such recapitalization. If the Company shall make a distribution in kind on the EMS Shares, or the EMS Shares shall as a result of a merger, recapitalization or similar transaction be converted into different property or shares, each DSU shall thereafter be deemed to include or consist of the property or shares so distributed with respect to each EMS Share, or into which each EMS Share was so converted. The provisions of this Section shall apply to successive transactions of the type specified herein that may affect the value of the property deemed from time to time to be

included in the DSU's.

ARTICLE III
PAYMENT OF DEFERRED COMPENSATION

3.1 METHOD OF PAYMENT OF DEFERRED COMPENSATION. The first date on which a participant is entitled to receive payment of a particular deferred amount, as determined under the provisions of Section 1.2 or paragraph 1.3A, is referred to herein as the "Payment Commencement Date" with respect to such deferred amount. Payment shall be made in the form of a lump sum except to the extent the participant has elected annual installments for a period specified by the participant, commencing on the Payment Commencement Date and terminating no later than ten years from such date. Such election may be made prior to the commencement of the particular deferral, and may be made or modified thereafter on one occasion at any time at least one year prior to the Payment Commencement Date. No modification may accelerate any payment date and no modification may extend the payment date or dates by less than five years, or extend the period for installment payments beyond ten years from the Payment Commencement Date.

3.2 AMOUNT OF PAYMENTS. The amount of the each payment shall be the value of the DSU's in the participant's Deferral Account on the payment date, divided (in the case of elections of annual installments) by the total number of installments (including such installment) remaining to be paid. In each case, such value shall be the number of DSU's credited to the Deferral Account multiplied by the Fair Market Value on the date of the payment, and upon occurrence of the payment such number of DSU's shall be reduced to reflect the payment.

3.3 BENEFICIARIES; PAYMENT ON DEATH. A participant may designate on a form provided by the Company a beneficiary or beneficiaries to receive upon the participant's death any unpaid amounts credited to the participant's Deferral Account. At any time, and from time to time, a participant may change or revoke his or her beneficiary designation without the consent of any beneficiary. Any such designation, change or revocation must be made by executing a new beneficiary designation form and filing such form with the Company. If the participant designates more than one beneficiary, any payments to beneficiaries will be made in equal percentages unless the

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participant designates otherwise. Upon the participant's death, any portion of herein, and the Plan shall be administered in all respects as if such beneficiary will be paid to the participant's estate in the form of a lump sum.

3.4 PERMANENT DISABILITY. If a Participant becomes permanently disabled before payment of all or any part of amounts credited to his or her Deferral Account, the balance in such Deferral Account shall be paid in a lump sum as soon as practicable after the occurrence of such disability, unless the disabled individual is allowed to make a new election regarding distribution under Section 3.1. The determination of permanent disability for this purpose shall be made in accordance with Section 409A of the Internal Revenue Code and the

applicable regulations and other guidance of general applicability that is issued thereunder ("Section 409A").

3.5 ACCELERATION OF PAYMENT. Except as expressly provided in this Section 3.5, no payment of benefits shall be made under this Plan prior to the payment date or dates established pursuant to Section 1.2 or paragraph 1.3A above. A Participant who is suffering an unforeseen and severe financial hardship as a result of an illness or accident affecting the Participant or his or her immediate family, or loss of Participant's property due to casualty, or of such other similar extraordinary and unforeseeable circumstances, arising as a result of events beyond the control of the Participant (as the Committee may establish in accordance with any provisions of the Internal Revenue Code or of regulations adopted thereunder, either as in effect from time to time, compliance with which is specified therein as a requirement for deferral into a subsequent tax year of recognition as taxable income of Eligible Compensation with respect to any year), may file a written request with the Committee for distribution of all or a portion of the amount credited to his or her Deferral Account. The Committee shall have sole discretion to determine whether to grant a Participant's hardship request and the amount to distribute to the Participant. The Committee shall not authorize distribution of an amount in excess of that reasonably necessary to alleviate the hardship, after consideration of both taxes owed on the distribution and other financial resources available to the Participant. Any Participant who receives a hardship distribution shall not be eligible to make additional deferrals of Eligible Compensation pursuant to Section 1.3 for a period of 12 months immediately following the date of the distribution. If such Participant becomes eligible under the preceding sentence prior to the last day of a calendar year, he or she must elect to participate within 30 days of the date he becomes so eligible, and prior to the end of the calendar year, and otherwise may not again become a Participant until the first day of the immediately following year.

ARTICLE IV GENERAL

4.1 PLAN AMENDMENT AND TERMINATION. The Board may amend or terminate this Plan at any time. Upon termination of the Plan, each participant's Deferral Account shall be distributed in accordance with Article II.

4.2 NO RIGHT TO CORPORATE ASSETS. This Plan is a non-qualified, unfunded, deferred compensation plan. The Company will not be required to reserve, segregate or deposit any funds or assets of any kind to meet its obligations hereunder, which obligations are general unsecured obligations of the Company. Nothing in this Plan will give a participant, a participant's beneficiary, or any other person any equity or other interest in the assets of the Company, or create either a trust or fiduciary relationship of any kind between the Company and any such person. Any rights that a participant, beneficiary or other person may have under this Plan shall not be assignable by any such person. However, nothing contained herein shall prevent the Company, in its sole discretion, from establishing a trust (but only under the laws of a jurisdiction within the United States), including a so-called rabbi trust, for the purpose of providing for the payment of its obligations arising hereunder. The assets of such trust

shall remain subject to the claims of the Company's creditors, and no participant shall have any interest in such assets.

4.3 LIMITATION ON RIGHTS CREATED BY PLAN. Nothing in this Plan will give a participant any right to continue as a member of the Board.

4.4 GOVERNING LAW. This Plan will be construed, enforced and administered according to the laws of the State of Georgia.

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4.5 ADMINISTRATION AND INTERPRETATION. The Company may adopt any rules and procedures it deems appropriate to provide for the orderly and efficient administration of the Plan.

The Committee may interpret the provisions of this Plan, and in the absence of bad faith any such interpretations shall be binding upon the Company and all participants. The Committee may also make any amendments or clarifications of a technical nature that it deems appropriate to carry out the terms of this Plan.

4.6 CHANGE OF CONTROL. For two years after a Change of Control, and except with the consent of each person at that time participating in this Plan, this Plan may not be terminated, nor may it be amended if such amendment would (i) reduce the amount of any benefit provided hereunder below the amount that would have been payable on the date immediately preceding the date of the Change of Control, or (ii) reduce the rate or amount of benefits accruing hereunder below that in effect on the date immediately preceding such date.

A "Change of Control" shall be deemed to have occurred upon the occurrence of a Triggering Event as defined in the Company's Stockholder Rights Plan dated as of April 6, 1999.

4.7 CONFORMANCE WITH SECTION 409A. At all times, this Plan shall be operated in accordance with the requirements of Section 409A. Any action that may be taken (and, to the extent possible, any action actually taken) by the Committee or the Company shall not be taken (or shall be void and without effect), if such action violates the requirements of Section 409A. Any provision in this Plan document that is determined to violate the requirements of Section 409A shall be void and without effect. In addition, any provision that is required to appear in this Plan document that is not expressly set forth shall be deemed to be set forth herein, and the Plan shall be administered in all respects as if such provision were expressly set forth. If the Plan in form or operation does not comply with any provision of Section 409A, compliance with which is specified therein as a requirement for deferral into a subsequent tax year of recognition as taxable income of compensation with respect to any calendar year, that defect in form or operation shall be treated for the purposes of this Section 4.7 as violating Section 409A.

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EMS TECHNOLOGIES, INC.

OFFICERS' DEFERRED COMPENSATION PLAN

ARTICLE I

INTRODUCTION AND ESTABLISHMENT

EMS Technologies, Inc. (the "Company") hereby establishes the EMS Technologies, Inc. Officers' Deferred Compensation Plan (the "Plan") for the benefit of certain management employees of the Company. The Plan was originally adopted by the Company's Board of Directors (the "Board") on, and was effective as of, November 13, 2003. The Plan, as amended and restated was adopted by the Board on, and is effective as of, December 13, 2004.

ARTICLE II

DEFINITIONS

When used in this Plan, the following terms shall have the meanings set forth below unless a different meaning is plainly required by the context:

2.1 "Account" means the records maintained by the Plan Administrator to determine each Participant's interest under this Plan. Such Account may be reflected as an entry in the Employer's records, or as a separate account under any trust established to provide benefits under the Plan, or as a combination of both. The Plan Administrator may establish additional subaccounts as it deems necessary for the proper administration of the Plan.

2.2 "Applicable Regulations" means any provisions of the Internal Revenue Code or of regulations adopted thereunder, either as in effect from time to time, compliance with which is specified therein as a requirement for deferral into a subsequent tax year of recognition as taxable income of Compensation with respect to any Plan Year.

2.3 "Beneficiary" means the person or persons last designated in writing by a Participant to receive the amount in his or her Account in the event of such Participant's death; or if no designation shall be in effect at the time of a Participant's death or if all designated Beneficiaries shall have predeceased the Participant, then the Beneficiary shall be such Participant's surviving spouse, if any, and if none, the Participant's estate.

2.4 "Compensation" with respect to any Plan Year means (i) all salary

paid during such year in accordance with the Employer's normal payroll practices, and (ii) all bonus and other cash compensation earned during or in respect of services provided during such Year, regardless of whether paid during or subsequent to such Year.

2.5 "Election Form" means the form prescribed by the Plan Administrator on which a Participant may specify the amount of his or her Compensation that is to be deferred pursuant to the provisions of Article III, and the times and form of payment pursuant to Article IV.

2.6 "Employer" means the Company and each direct or indirect wholly owned subsidiary of the Company that is the employer of a Participant.

2.7 "Officer" means any employee of the Company or any direct or indirect wholly owned subsidiary of the Company who holds a title, at either the Company or divisional level, of vice president or higher, controller or general counsel.

2.8 "Participant" means any eligible Officer who has satisfied the requirements for participation in this Plan and who has an Account.

2.9 "Plan Administrator" means the committee or individual appointed pursuant to the provisions of this Plan to administer the Plan. In the absence of such appointment, the Company shall be the Plan Administrator.

2.10 "Plan Year" means the calendar year.

ARTICLE III

PARTICIPATION

3.1 Eligibility to Participate. Each Officer shall be eligible to participate in the Plan and shall become a Participant upon completion of the Election Form provided for in Section 3.3 below. A Participant shall continue to be eligible to participate in the Plan for so long as he or she shall continue to be an Officer.

3.2 Deferral Election. Each Participant may elect to defer under the Plan any whole percentage of his or her Compensation (but not less than 10 % of the Compensation to which the election pertains), in the manner described in Section 3.3. The amount deferred by the Participant shall be deducted each pay period in which the Participant has Compensation during his period of participation in the Plan, but the Participant shall nonetheless be responsible for FICA, Medicare and other applicable taxes required at the time to be withheld by the Employer.

3.3 Time and Manner of Election. An eligible Officer desiring to become a Participant shall complete an Election Form indicating the percentage or dollar amount of Compensation with respect to a Plan Year to be deferred under

the Plan. Such election may be separately stated with respect to salary, bonus or other forms of cash compensation. Such election must be made prior to the period of service for which the subject Compensation would otherwise be payable, but in any event prior to the beginning of such Plan Year (or within 30 days of his or her initial eligibility to participate).

If an Officer who is a Participant for a Plan Year fails to file a properly completed and duly executed Election Form with the Plan Administrator prior to the first day of the succeeding Plan Year, he or she will be deemed to have elected the same deferral percentage(s) as in his or her most recent prior deferral election, which shall remain in effect for each succeeding Plan Year until a new Election Form is properly submitted. Except as provided in Section 3.4, a Participant may not, after the applicable election date, discontinue his or her election to participate or change the percentage of Compensation he or she has elected to defer for a Plan Year.

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The Participant shall designate on the Election Form (or on a separate form provided by the Plan Administrator) a Beneficiary to receive payment of amounts in his or her Account in the event of death.

3.4 Change of Election. A Participant may at any time during the Plan Year terminate an election and discontinue future deferrals of Compensation under this Plan by providing written notice to the Plan Administrator prior to the start of the next payroll period for which Compensation will be payable, unless such termination and discontinuance would not be consistent with Applicable Regulations. In such event, Compensation earned for services subsequent to such termination notice will be paid directly to the Participant and will not be subject to the prior deferral election. A Participant who elects to discontinue participation in the Plan for a Plan Year may not recommence participation in the Plan until the next following Plan Year (or such later Plan Year in which he or she is again eligible to participate), provided the Participant completes and executes the required Election Form prior to the beginning of the subsequent Plan Year. Increases or decreases in the amount a Participant elects to defer (other than a suspension of deferrals) shall not be permitted during the Plan Year.

ARTICLE IV

INTEREST OF PARTICIPANTS

4.1 Accounting for Participants' Interests.

(a) Deferrals. Each Participant's Account shall be credited with the amounts of Compensation deferred by the Participant under this Plan, for each pay period during which he or she is a Participant, until such time as the Account is fully distributed. The timing and manner in which amounts are credited to Participants' Accounts under this Plan shall otherwise be determined by the Employer and the Plan

Administrator in their discretion.

(b) Account Interest. The Participant's Account shall be credited with interest, compounded semi-annually, at the prime rate for commercial borrowers specified by SunTrust Bank in effect on the first day of each calendar quarter, except that (i) a Participant may agree with respect to any particular category of Compensation deferred under the Plan that no, or a lesser amount of, interest shall be credited with respect thereto, and (ii) no interest shall accrue or be payable after the Participant ceases to be an employee of the Company or a direct or indirect wholly owned subsidiary, unless as a result either of retirement with the consent of the Employer or of a disability (as determined by the Plan Administrator).

4.2 Vesting of a Participant's Account. A Participant's interest in the value of his or her Account shall at all times be 100% vested and nonforfeitable.

4.3 Distribution of a Participant's Account. A Participant's Account shall be distributed as provided in this Section 4.3.

(a) Date Specified in Participant's Election. Each Participant may, at the time of making a deferral election, designate the date or dates on which amounts deferred as a result of such election (together with interest earned thereon) shall be distributed. No such distribution shall be over a period exceeding ten years, nor commence sooner than the calendar year immediately succeeding the Plan Year of the deferral, and all

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distributions must be completed not later than ten years following the Participant's termination of employment. Separate dates may be specified for deferrals of salary, bonus or other forms of cash compensation. Any such designation may be changed on one occasion to further defer the distribution date or dates by not less than five years from the date that such payment was scheduled to be made or begin (a "Further Five-Year Deferral Election") by submission of a revised Election Form not later than 12 months prior the specified distribution date.

(b) Retirement or Other Termination of Employment. In the event the Participant retires or has an other termination of employment, the amount credited to his or her Account shall be paid to such Participant in a lump sum, unless the Participant shall have designated at the time of his or her initial enrollment, or on not more than one Further Five-Year Deferral Election that is submitted at least 12 months prior to the event giving rise to payment, that payment be made in substantially equal annual installments over a

period of years (not to exceed ten).

Payment shall be made or shall commence as soon as practical after such retirement or other termination of employment; provided, however, the Participant may elect to delay the commencement of payment until the date specified on the Election Form (subject to the requirements of paragraph (a) above), if such election to defer payment is made at the time of his or her initial enrollment or thereafter on one occasion as a Further Five-Year Deferral Election made at least 12 months prior to the date of retirement or other termination; and provided further, however, that any Participant designated in Applicable Regulations, based on his or her compensation and/or ownership of the Company's common stock, as being subject to more restrictive times for the making or commencement of payments, shall be subject to such more restrictive times, regardless of the terms of such Participant's original election.

If the election as to the form or time of payment is not made upon initial enrollment or thereafter at least 12 months prior to the date of retirement or other termination of employment, the balance credited to the Participant's Account shall, subject to the second proviso of the preceding paragraph, be paid as he or she elected most recently, but at least 12 months prior to the date of termination; provided, however, that if the termination is due to the Participant's suffering a disability (as determined by the Plan Administrator, consistent with Applicable Regulations), the foregoing 12-month restriction will not apply. In the absence of a valid election, the balance credited to the Account shall, subject to the second proviso of the preceding paragraph, be paid in a lump sum as soon as practical after his or her effective date of retirement or other termination of employment.

(c) Effect of Applicable Regulations. In the event Applicable Regulations shall specify minimum or maximum standards for initial or modified elections as to the form or time of payments of amounts credited to a Participant's Account, any such elections shall be subject to compliance with such standards, as if set forth in this Plan.

(d) Death of Participant. In the event of the death of a Participant, distribution of the balance credited to his or her Account as of the date of death shall be made to his or her Beneficiary(ies) in a lump sum, as soon as practical thereafter.

(e) Change in Control. In the event that a change in control of the Company shall occur without the approval of a majority of the members of the Board having no

affiliation with, and not nominated or otherwise designated for membership on the Board by, the party or parties acquiring control, the balances credited to the Account of each Participant shall be distributed to him or her as soon as practicable thereafter. For these purposes a "change in control" shall be deemed to have occurred if any person or group (as such terms are defined in Section 13(d) (3) of the Securities Exchange Act of 1934, as amended), becomes the holder of 50% or more of the outstanding shares of the Company's voting common stock, provided however, that if Applicable Regulations specify a more restrictive definition of "change in control," then such more restrictive definition shall prevail.

4.4 Early Distributions. Except as expressly provided in this Section 4.4, no payment of benefits shall be made under this Plan prior to the distribution date established pursuant to Section 4.3 above. A Participant who is suffering an unforeseen and severe financial hardship as a result of an illness or accident affecting the Participant or his or her immediate family, or loss of Participant's property due to casualty, or of such other similar extraordinary and unforeseeable circumstances, arising as a result of events beyond the control of the Participant, as the Plan Administrator may establish in accordance with Applicable Regulations, may file a written request with the Plan Administrator for distribution of all or a portion of the amount credited to his or her Account. The Plan Administrator shall have sole discretion to determine whether to grant a Participant's hardship request and the amount to distribute to the Participant. The Plan Administrator shall not authorize distribution of an amount in excess of that reasonably necessary to alleviate the hardship, after consideration of both taxes owed on the distribution and other financial resources available to the Participant. Any Participant who receives a hardship distribution shall not be eligible to make additional deferrals of Compensation to the Plan for a period of 12 months immediately following the date of the distribution. If such Participant becomes eligible under the preceding sentence prior to the last day of a Plan Year, he or she must elect to participate within 30 days of the date he becomes so eligible, and may not again become a Participant until the first day of the immediately following Plan Year.

ARTICLE V

PLAN ADMINISTRATOR

5.1 Action. If a committee serves as the Plan Administrator, it may take action with or without a meeting of committee members; provided, however, that any action shall be taken only upon the vote or other affirmative expression of a majority of the committee members qualified to vote with respect to such action. No member of any such committee, nor the appointed individual, may participate in any decision that solely affects his or her own Account. The Plan Administrator shall maintain records of the Plan Administrator's proceedings and other records and documents pertaining to the administration of the Plan.

5.2 Right and Duties. The Plan Administrator shall administer and manage the Plan and shall have all powers necessary to accomplish that purpose, including (but not limited to) the following:

- i. To construe, interpret, and administer the Plan;
- ii. To make allocations and determinations required by the Plan, and to maintain records regarding Participants' Accounts;
- iii. To compute and certify to the Employer the amount and kinds of benefits payable to Participants or their Beneficiary(ies), and to determine the time and manner in which such benefits are to be paid;
- iv. To authorize all disbursements by the Employer pursuant to the Plan;
- v. To maintain (or cause to be maintained) all the necessary records of the administration of the Plan;
- vi. To make and publish such rules for the regulation of the Plan as are not inconsistent with the terms hereof;
- vii. To delegate to other individuals or entities from time to time the performance of any duties or responsibilities hereunder; and
- viii. To hire agents, accountants, actuaries, consultants and legal counsel to assist in operating and administering the Plan.

The Plan Administrator shall have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits, and to determine the amount and manner of payment of such benefits, and its decisions on such matters shall be final and conclusive on all parties; provided, however, that all such determinations and decisions shall be consistent with and subject to Applicable Regulations and the express provisions of the Plan.

5.4 Compensation, Indemnity and Liability. The Plan Administrator shall serve as such without bond and without compensation for services hereunder. All expenses of the Plan and the Plan Administrator shall be paid by the Company. If the Plan Administrator is a committee, no member of the committee shall be liable for any act or omission of any other member of the committee, nor for any act or omission on his or her own part excepting willful misconduct. The Company shall indemnify and hold harmless the Plan Administrator and each member of the committee, if any, against any and all expenses and liabilities, including

reasonable legal fees and expenses, arising out of membership on the committee, excepting only expenses and liabilities arising out of his or her own willful misconduct.

5.5 Taxes. If the whole or any part of any Participant's Account shall become liable for the payment of any estate, inheritance, income or other tax which the Employer shall be required to pay or withhold, the Employer shall have the full power and authority to withhold and pay such tax out of any monies or other property in its hand for the account of the Participant whose interests hereunder are so liable. The Employer shall provide the Participant notice of such withholding. Prior to making any payment, the Employer may require such releases or other documents from any lawful taxing authority as it shall deem necessary.

ARTICLE VI

CLAIMS PROCEDURE

6.1 Claims for Benefits. If a Participant or Beneficiary(ies) (hereafter, "Claimant") does not receive timely payment of any benefits which he or she believes are due and payable under the Plan, he or she may make a claim for benefits to the Plan Administrator. The claim for benefits must be in writing and addressed to the Plan Administrator or to the Company. If the claim is denied, the Plan Administrator shall notify the Claimant in writing within 90 days after the Plan Administrator initially received the benefit claim. However, if special circumstances require an extension of time for

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processing the claim, the Plan Administrator shall furnish notice of the extension to the Claimant prior to the termination of the initial 90-day period and such extension shall not exceed one additional, consecutive 90-day period. Any notice of a denial of benefits shall advise the Claimant of the basis for the denial, any additional material or information necessary for the Claimant to perfect his or her claim, and the steps which the Claimant must take to have the claim for benefits reviewed.

6.2 Appeals. Each Claimant whose claim for benefits has been denied may file a written request for a review of his claim by the Plan Administrator. The request for review must be filed within 60 days after receipt of the written notice denying the claim. The decision of the Plan Administrator will be made within 60 days after receipt of a request for review and shall be communicated in writing to the Claimant. Such written notice shall set forth the basis for the Plan Administrator's decision. If there are special circumstances that require an extension of time for completing the review, the Plan Administrator's decision shall be rendered not later than 120 days after receipt of a request for review.

ARTICLE VII

AMENDMENT AND TERMINATION

7.1 Amendments. The Board shall have the right in its sole discretion to amend this Plan in whole or in part at any time, and all Participants shall be bound thereby; provided, however, that no such amendment shall reduce either the amounts credited at that time to any Participant's Account or the interest to be paid on such amounts prior to their distribution in accordance with each Participant's elections then in effect.

7.2 Termination of Plan. The Company expects to continue the Plan, but does not obligate itself to do so. The Company reserves the right to discontinue and terminate the Plan at any time, in whole or in part, for any reason (including a change, or an impending change, in the tax laws of the United States or any state thereof). Termination of the Plan shall be binding on all Participants, but in no event may such termination reduce the amounts credited at that time to any Participant's Account, or the interest to be paid on such amounts prior to their distribution. If the Plan is terminated, amounts theretofore credited to Participants' Accounts shall either be paid in a lump sum immediately, or distributed in some other manner consistent herewith, as determined by the Plan Administrator in its sole discretion.

ARTICLE VII

MISCELLANEOUS

8.1 Limitation on Participant's Rights. Participation in the Plan shall not give any Participant the right to be retained in the Company's employ or any right or interest in the Plan or any assets of the Company other than as herein provided. The Company and each Employer reserve the right to terminate the employment of any Participant without any liability for any claim against the Company under the Plan, except to the extent provided herein.

8.2 Benefits Unfunded. The benefits provided by the Plan shall be unfunded. All amounts payable hereunder shall be paid from the general assets of the Company or Employer, and nothing contained herein Plan shall require the Company or Employer to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. This Plan shall create only a contractual obligation on the part of the Company or Employer, and Participants shall have the status of general unsecured creditors of the Company or Employer with respect to amounts of Compensation they defer hereunder or any other obligation of the Company or Employer to pay benefits pursuant hereto. Any

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funds available to pay benefits pursuant to the Plan shall be subject to the claims of general creditors of the Company or Employer, and may be used for any purpose by the Company or Employer.

Notwithstanding the preceding paragraph, the Company or Employer may, with the approval of the Board, at any time transfer assets to a trust

established under the laws of a jurisdiction within the United States, for purposes of paying all or any part of its obligations under the Plan. However, such transferred amounts shall remain subject to the claims of general creditors of the Company or Employer to the extent specified in, and in accordance with the terms of, such trust. To the extent that assets are held in the trust when a Participant's benefits under the Plan become payable, the Plan Administrator shall direct the trustee to make trust assets available to pay such benefits to the Participant. Any payments made to a Participant or Beneficiary(ies) from such trust shall relieve the Company and Employer from any further obligations under the Plan only to the extent of such payment.

8.3 Other Plans. The Plan shall not affect the right of any Officer or Participant to participate in and receive benefits under and in accordance with the provisions of any other benefit plans which are now or hereafter maintained by the Employer, unless the terms of such other benefit plan or plans specifically provide otherwise.

8.4 Receipt or Release. Any payment to a Participant in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan Administrator and the Company, and the Plan Administrator may require such Participant, as a condition precedent to such payment, to execute a receipt and release to such effect.

8.5 Governing Law. The Plan shall be construed, administered, and governed in all respects in accordance with applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Georgia. If any provisions of this instrument shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

8.6 Employers. Each Employer shall be the primary obligor with respect to the Plan benefits that are owed to a Participant who is employed by the Employer, and if a trust is established pursuant to Section 8.2, such Employer shall make contributions to the trust on behalf of the Participants that it employs.

8.7 Gender, Tense, and Headings. In this Plan, whenever the context so indicates, the singular or plural number and the masculine, feminine, or neuter gender shall be deemed to include the other. Headings and subheadings are inserted for convenience of reference only and are not considered in the construction of the provisions hereof.

8.8 Nonalienation of Benefits. The amounts credited to the Account of a Participant shall not (except as provided in Section 5.5) be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to any benefits payable hereunder, including, without limitation, any assignment or alienation in connection with a separation, divorce, child support or similar arrangement, shall be null and void and not binding on the Plan or the Company

or Employer.

8.9 Conformance with Section 409A. At all times during each Plan Year, this Plan shall be operated in accordance with the requirements of Section 409A of the Internal Revenue Code and the applicable regulations and other guidance of general applicability that is issued thereunder ("Section 409A"). Any action that may be taken (and, to the extent possible, any action actually taken) by the

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Plan Administrator or the Company shall not be taken (or shall be void and without effect), if such action violates the requirements of Section 409A. Any provision in this Plan document that is determined to violate the requirements of Section 409A shall be void and without effect. In addition, any provision that is required to appear in this Plan document that is not expressly set forth shall be deemed to be set forth herein, and the Plan shall be administered in all respects as if such provision were expressly set forth. If the Plan in form or operation does not comply with any provision of Section 409A, compliance with which is specified therein as a requirement for deferral into a subsequent tax year of recognition as taxable income of Compensation with respect to any Plan Year, that defect in form or operation shall be treated for the purposes of this Section 8.9 as violating Section 409A.

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CONFIDENTIAL MEMORANDUM
AND
1997 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

TO:

FROM: ALFRED G. HANSEN, CEO

DATE: <<GRANT_DATE>>

SUBJECT: STOCK OPTION AWARD

I am pleased that you have been selected by the Compensation Committee of the Board of Directors to receive an option for shares of the common stock of EMS Technologies, Inc. When signed by you and validated by the initials of the Company's Secretary, this Memorandum will be the Agreement evidencing your option.

The vesting schedule is _____ This means that for options granted this year, you have a significant amount of time to seek an optimal price for exercising your options. Your option has the following terms:

Grant Date:		Total Shares:
Expiration Date:		Exercise Price:
First Date for Exercise:	<<First_Date_of_Exercise>>	Number of shares:
	<<M_2nd_Date_of_Exercise>>	Number of shares:
	<Other Date(s) of Exercise>	Number of shares:

Your option is also subject to the other terms specified in the Terms of Officer Stock Option, Form 1/25/01. This document is being or has been provided to you by e-mail. The Plan and the Prospectus for the 1997 plan that describes our options and outlines information, such as tax consequences, related to exercising your option, are each available by going to our intranet, EMSTonline. Select the Document Library tab, then select the folder named Documents. Click on Human Resources and then on Stock Plans.

This option grant was recommended by the CEO based on your current and potential contributions to our Company's overall success. It is a long-term incentive, and for this reason requires continued employment to become exercisable, and to remain exercisable for its full <<Option_Life>>-year life. It is our hope and goal that, as a result of our combined efforts over these <<Option_Life>> years, EMS stock will become worth substantially more than the exercise price. In this way, the option program allows top performers to share in the Company's

long-term growth and success.

_____, thank you for your contributions to EMS Technologies. Your valued contributions will ensure the continuous progress of EMS, and these stock options allow you to share in the Company's success. I look forward to continuing our work together to achieve our mutual success.

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I acknowledge and accept this Stock Option Agreement including the terms and conditions set forth in Terms of Officer Stock Option, Form 1/25/01.

_____, 200_ Validated

Secretary
Signature

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EMS TECHNOLOGIES, INC.

1997 STOCK INCENTIVE PLAN
TERMS OF OFFICER STOCK OPTION
FORM 1/25/01

THIS TERMS OF OFFICER STOCK OPTION sets forth certain terms of, and is included as part of, each Stock Option Agreement (the "Agreement") that specifically refers to this Form and that has been issued from time to time by EMS TECHNOLOGIES, INC., a Georgia corporation (hereinafter referred to as the "Corporation") to certain of its employees (herein, "Employee") who are also officers of the Corporation.

WITNESSETH

WHEREAS, the Board of Directors (the "Board") of the Corporation has adopted a stock incentive plan for the Corporation's and its subsidiary corporations' officers and employees, known as the "EMS Technologies, Inc. 1997 Stock Incentive Plan" (hereinafter referred to as the "Plan");

WHEREAS, the Compensation Committee (the "Committee") is authorized to grant to persons who are Officers (as defined in the Plan) options enabling them to purchase shares of the Corporation's common stock as allocated by the Committee;

WHEREAS, the Committee has determined that the Employee is eligible to participate in the Plan, and that it is in the best interests of the Corporation that the Employee, through such participation, be provided with additional incentive to achieve the Company's objectives; and

WHEREAS, as an employment incentive and to encourage stock ownership, the Committee has granted the Employee an option (the "Option") to purchase the number of shares of the Corporation's common stock set forth in the Agreement.

NOW, THEREFORE, the following terms are included and incorporated in the Agreement:

1. Incorporation of Plan. The Option has been granted pursuant to the provisions of the Plan, which has been provided or made available to the Employee, and the terms of and definitions set forth in the Plan are incorporated by reference into the Agreement and made a part thereof.

2. Grant of Option. Subject to the terms and conditions stated herein, the Agreement, when signed by the Employee and validated by the Corporation's Secretary, evidences the grant by the Corporation to the Employee, not in lieu of salary or other compensation, of the right and option, which is not an ISO, to purchase all or any part of an aggregate of the Number of Shares of the Corporation's \$.10 par value common stock (the "Common Stock"), specified in the Agreement, beginning on the First Date for Exercise specified in the Agreement.

The Option shall expire and is not exercisable after 5:00 p.m., Atlanta time, on the Expiration Date specified in the Agreement (the "Expiration Date"), or such other date as determined pursuant to Section 8, 9 or 10.

Notwithstanding the beginning date or dates for exercise set forth in the second preceding paragraph, but subject to the provisions of the preceding paragraph with respect to expiration of the Option, the Option may be exercised as to all or any portion of the full number of shares subject thereto if: (a) a tender offer or exchange offer has been made for shares of the Common Stock, other than one made by the Corporation, provided that the corporation, person or other entity making such offer purchases or otherwise acquires shares of Common Stock pursuant to such offer; or (b) any person or group (as such terms are defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act")), becomes the holder of 50% or more of the outstanding shares of Common Stock. If either of the events specified in this paragraph has occurred, the Option shall be fully

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exercisable: (x) in the event of (a) above, during the period commencing on the date the tender offer or exchange offer is commenced and ending on the date such offer expires and is not extended; or (y) in the event of (b) above, during the 30-day period commencing on the date upon which the Corporation is provided a copy of a Schedule 13D or amendment thereto, filed pursuant to Section 13(d) of the Act and the rules and regulations promulgated thereunder, indicating that any person or group has become the holder of 50% or more of the outstanding shares of Common Stock. In the case of (a) above, if the corporation, person or other entity making the offer does not purchase or otherwise acquire shares of Common Stock pursuant to such offer, then the Employee's right under this

paragraph to exercise the Option shall terminate, the Employee and the Corporation shall rescind any exercise of the Option pursuant to this paragraph, and the Option shall be reinstated as if such exercise had not occurred.

3. Purchase Price. The price per share to be paid by the Employee for the shares subject to the Option shall be the Exercise Price specified in the Agreement.

4. Exercise Terms. Beginning on the date or dates specified in, and prior to the expiration of the Option as provided in, Section 2, the Employee may exercise the Option as to all such number of shares, or as to any part thereof, at any time and from time to time during the remaining term of the Option; provided that the Employee must exercise the Option for at least the lesser of 100 shares or the unexercised portion of the Option. In the event the Option is not exercised with respect to all or any part of the shares subject to the Option prior to its expiration, the shares with respect to which the Option was not exercised shall no longer be subject to this Option.

5. Option Non-Transferable. The Option and all rights thereunder are neither assignable nor transferable by the Employee otherwise than by will or under the laws of descent and distribution, or pursuant to a Qualified Domestic Relations Order, and during the Employee's lifetime the Option is exercisable only by him or her (or by his or her guardian or legal representative, should one be appointed, or qualified transferee). More particularly (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as aforesaid), pledged or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof shall be null and void and without legal effect.

6. Notice of Exercise of Option. The Option may be exercised by the Employee, or by his or her administrator, executor, personal representative or qualified transferee, by a written notice (in substantially the form of the "Notice of Exercise" attached hereto as Annex A) signed by the Employee, or by such administrator, executor, personal representative or qualified transferee, and delivered or mailed to the Corporation at its principal office in Norcross, Georgia, to the attention of the President, Treasurer or such other officer as the Corporation may designate. Any such notice shall (a) specify the number of shares of Common Stock which the Employee or such administrator, executor, personal representative or qualified transferee, as the case may be, then elects to purchase hereunder, and (b) be accompanied by (i) a certified or cashier's check payable to the Corporation, or personal check acceptable to the Corporation, in payment of the total price applicable to such shares as provided herein, or (ii) (subject to any restrictions referred to in Annex A) shares of Common Stock, owned by him or her and duly endorsed or accompanied by stock transfer powers, or in lieu thereof, the form of Attestation of Share Ownership attached as Annex B executed with respect to the number of such shares, having a Fair Market Value equal to the total purchase price applicable to the shares purchased hereunder, or (iii) such a check, and the number of such shares (or attestation with respect thereto) whose Fair Market Value when added to the

amount of the check equals the total purchase price applicable to such shares purchased under the Option. Such notice shall also be accompanied by such a check or shares of Common Stock in payment of applicable withholding and employment taxes, or the person exercising this Option shall authorize (by use of Annex B or otherwise) the withholding of shares of Common Stock otherwise issuable under this Option in payment of such taxes, all as set forth on Annex A and subject to any restrictions referred to therein. Upon receipt of any such notice and accompanying payment, and subject to the terms hereof, the Corporation agrees to cause to be issued to the Employee or to such administrator, executor, personal representative or qualified transferee, as the case may be, stock certificates for the number of shares specified in such notice registered in the name of the person exercising the Option.

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7. Adjustment in Option. If, between the Date of Grant specified in the Agreement and prior to the complete exercise of the Option, there shall be a change in the outstanding Common Stock by reason of one or more stock splits, stock dividends, combinations or exchanges of shares, recapitalizations or similar capital adjustments, then the number, kind and purchase price of the shares remaining subject to the Option shall be equitably adjusted in accordance with the terms of the Plan, so that the proportionate interest in the Corporation represented by the shares then subject to the Option shall be the same as before the occurrence of such event.

8. Termination of Employment. Except as set forth in Section 10, if the Employee ceases to be employed as an employee of the Corporation or any of its Subsidiaries (such event being hereinafter referred to as a "Termination" and such corporation that employs the Employee from time to time as the "Employer"), before the First Date for Exercise set forth in the Agreement, then the Option shall forthwith terminate on the date of Termination and shall not thereafter be or become exercisable.

In the event of a Termination after the First Date for Exercise set forth in the Agreement, which Termination is (i) voluntary on the part of the Employee and with the written consent of the Employer, (ii) involuntary and without cause, or (iii) the result of retirement at the normal retirement date, as prescribed from time to time by the Employer, or at an earlier date expressly approved by the Employer as an early retirement date for the Employee, the Employee may exercise the Option at any time within a period ending at the earlier of the Expiration Date or 5:00 p.m., Atlanta time, on the third anniversary of such Termination, to the extent of the number of shares that were purchasable thereunder at the date of Termination.

In the event of a Termination that is either (i) for cause or (ii) voluntary on the part of the Employee and not described in the preceding paragraph, the Option, to the extent not theretofore exercised, shall forthwith terminate and shall not thereafter be or become exercisable.

The Option does not confer upon the Employee any right with respect to

continuance of employment by the Corporation or any of its Subsidiaries. The Option shall not be affected by any change of employment, so long as the Employee continues to be an employee of the Corporation or any such Subsidiary. In the event the Employer is not the Corporation, and such Employer ceases to be the Corporation's Subsidiary, as a result of a sale of stock or assets or other change of corporate status, then in the discretion of the Committee (but subject to Section 5.2 of the Plan regarding certain transactions affecting the Corporation) either: (i) the Option shall remain in effect as if such sale or other change of status had not occurred, for so long as Employee shall remain an employee of the corporation that previously was such Subsidiary, or of any successor or subsequent Parent of such corporation, or of any Subsidiary of either such corporation or any such Parent or successor; or (ii) concurrent with such sale or change of status, the Corporation shall redeem the Option at a price equal to the number of shares then subject thereto (whether or not then purchasable) multiplied by the excess (if any) of the then Fair Market Value of each such share over the purchase price per share specified in Section 3 (as adjusted pursuant to Section 7).

9. Disabled Employee. In the event of a Termination because the Employee becomes disabled, the Employee (or his or her personal representative) may exercise the Option at any time within a period ending at the earlier of the Expiration Date or 5:00 p.m., Atlanta time, on the first anniversary of such Termination, to the extent of the number of shares that were purchasable thereunder at the date of Termination.

For the purposes of the foregoing paragraph the Employee shall be considered "disabled" if he or she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than twelve months.

10. Death of Employee. In the event of the Employee's death while employed by the Corporation or any of its Subsidiaries, or during a period in which the Employee may exercise the Option notwithstanding an earlier Termination, the persons described in Section 6 may exercise the Option at any time within a period ending at the earlier of (i) 5:00 p.m., Atlanta time, on the third anniversary of the Employee's death, or (ii) the Expiration Date, but in any event ending not earlier than 5:00 p.m., Atlanta time, on the first anniversary of the Employee's death. If the Employee was an employee of the Corporation or one of its Subsidiaries at the time of

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the Employee's death, the Option may be so exercised to the extent of the full number of shares subject thereto. If a Termination occurred prior to Employee's death, the Option may be so exercised only to the extent of the number of shares that were purchasable hereunder at the date of Termination.

11. Competitive Activities. The Option is subject to Section 9.2 of the Plan, which provides that if the Employee provides services to a competitor of

the Corporation or any of its Subsidiaries, whether as an employee, officer, director, independent contractor, consultant, agent or otherwise, such services being of a nature that can reasonably be expected to involve the skills and experience used or developed by the Employee while an employee of the Corporation or any such Subsidiary, then the Employee's rights under the Option shall thereupon be forfeited and terminated, subject to a determination to the contrary by the Committee.

12. Binding Agreement. The Agreement, including the terms and condition set forth in this Terms of Stock Option, shall be binding upon the Employee and the Corporation, and their representatives, successors and assigns.

EMS TECHNOLOGIES, INC.
1997 STOCK INCENTIVE PLAN

NOTICE OF EXERCISE
OF STOCK OPTION

The undersigned hereby notifies EMS Technologies, Inc. (the "Corporation") of his or her election to exercise an option to purchase _____ shares of the Corporation's common stock, \$.10 par value (the "Common Stock"), pursuant to that Stock Option Agreement (the "Agreement") between _____ (the "Employee") and the Corporation dated _____, 200__.

Accompanying this Notice is (1) a certified or a cashier's check (or other check acceptable to the Corporation) in the amount of \$_____ payable to the Corporation and/or (2) (subject to such restrictions as may be determined to be necessary or appropriate to avoid earnings charges or other adverse consequences to the Corporation under applicable accounting or tax rules or regulations) _____ shares of the Common Stock presently owned by the undersigned and duly endorsed or accompanied by stock transfer powers, or in lieu thereof, the form of Attestation of Share Ownership attached as Annex B to the Terms of Officer Stock Option referenced in the Agreement, executed with respect to the number of such shares having an aggregate Fair Market Value (as defined in the EMS Technologies, Inc. 1997 Stock Incentive Plan (the "Plan")) as of the date hereof of \$_____, such amounts being equal, in the aggregate, to the purchase price per share set forth in the Agreement multiplied by the number of shares being hereby purchased (in each instance subject to appropriate adjustment pursuant to Section 7 of such Terms of Officer Stock Option).

Also accompanying this Notice is my check in the amount of \$_____, in payment of federal and state income withholding and employment taxes applicable to this exercise. The amount of such payment is based on advice received from appropriate officials of the Corporation responsible for the administration of its payroll and employment tax obligations. Alternatively, or in addition, and subject to such restrictions as may be determined in the discretion of the Corporation to be necessary or

appropriate to comply with Rule 16b-3 under the Securities Exchange Act of 1934, or to avoid earnings charges or other adverse consequences to the Corporation under applicable accounting or tax rules or regulations, in full or partial payment of such taxes:

(1) I deliver herewith an additional _____ shares of the Common Stock (or the form of Attestation of Share Ownership with respect thereto) presently owned by me, having an aggregate Fair Market Value as of the date hereof of \$_____; and/or

(2) I hereby authorize the Corporation to withhold, from the shares of Common stock otherwise issuable to me pursuant to this exercise, _____ such shares having an aggregate Fair Market Value at the date hereof of \$_____.

The sum of (i) any such check plus (ii) the Fair Market Value at the date hereof of any shares of Common Stock specified in the foregoing clauses (1) and (2) is not less than the amount of federal and state withholding and employment taxes applicable to this exercise, and is not greater than the total of all federal and state income and employment taxes to be owed by me as a result of such exercise.

IN WITNESS WHEREOF, the undersigned has set his or her hand and seal, this day of _____, 20____.

EMPLOYEE OR HIS OR HER ADMINISTRATOR,
EXECUTOR, PERSONAL REPRESENTATIVE OR
QUALIFIED TRANSFEREE

EMS TECHNOLOGIES, INC.

1997 STOCK INCENTIVE PLAN
ATTESTATION OF SHARE OWNERSHIP

Pursuant to the Notice of Exercise submitted herewith, I have elected to purchase _____ shares of the common stock of EMS Technologies, Inc. (the "Company"), pursuant to the Stock Option Agreement dated _____ (the "Option"), at an aggregate exercise price of \$_____ (the "Option Price"). I hereby attest to ownership of the shares specified below (the "Shares") and hereby tender the Shares in payment of (i) \$_____ of the Option Price, and (ii) \$_____ of withholding and related taxes due upon exercise of the Option, in each case based on their Fair Market Value on the date hereof (as determined under the Plan) of \$_____ per share).

I certify that I have held the Shares that I am tendering (i) for at least one year after acquiring such Shares through the exercise of an Incentive Stock Option, and (ii) for at least six months after acquiring such Shares in any other manner.

Although the Company has not required me to make actual delivery of certificates evidencing the Shares, as a result of which I (and the co-owner, if any of the Shares) will retain ownership of such Shares, I represent that I, with the consent and agreement of the co-owner (if any) of the Shares, have full power to deliver and convey such certificates to the Company, and therefore could have caused the Company to become sole owner of such Shares. The co-owner of the Shares, by signing this form, consents to these representations and the exercise of the Option by this notice.

<TABLE>

<CAPTION>

Common Stock Certificate(s) No. or Brokerage Account	Number of Shares Represented	Number of Shares Subject to this Attestation
<S>	<C>	<C>
-----	-----	-----
-----	-----	-----

</TABLE>

You are hereby instructed to apply towards the Option Price: (check one)

The maximum number of whole shares necessary to pay the Option Price and specified taxes, or, if fewer, the total number of listed Shares, with any remaining amount to be paid by check accompanying the Notice of Exercise.

_____ of the listed Shares with the remaining amount to be paid by check accompanying the Notice of Exercise.

In each case, the balance of the Shares for which the Option is being exercised will be issued as specified in the Notice of Exercise.

Name

Date

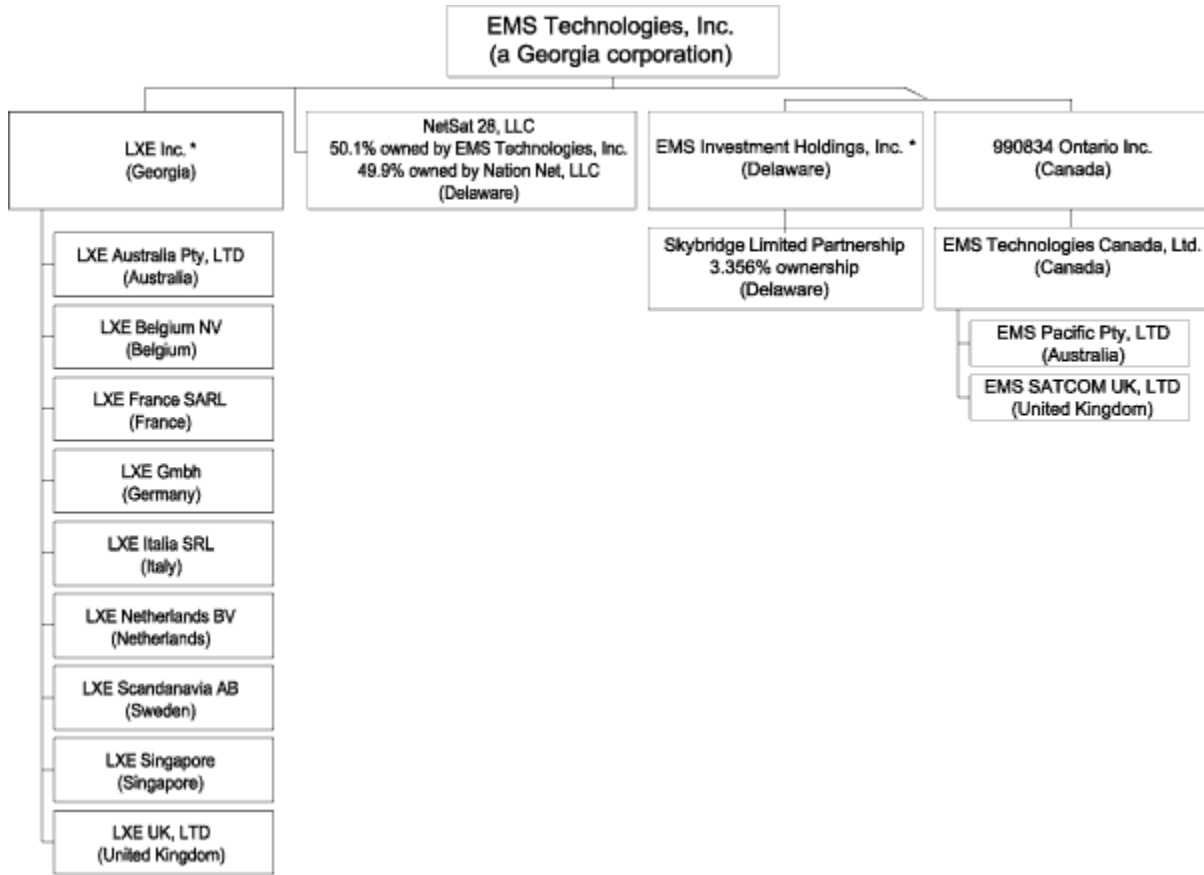
Signature

Co-Owner's Name (if any)

Date

Co-Owner's Signature

EMS Corporate structure



* These companies are Subsidiary Loan Parties.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
EMS Technologies, Inc.:

We consent to the incorporation by reference in the registration statements on Form S-8 (Nos. 2-76455, 33-50528, 333-20843, 333-32425, 333-35842, 333-86973 and 333-74770) and Form S-3 (Nos. 333-61796 and 333-87160) of EMS Technologies, Inc. of our report dated May 2, 2005, with respect to management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2004 and the effectiveness of internal control over financial reporting as of December 31, 2004, which report appears in the December 31, 2004 annual report on Form 10-K/A Amendment No. 2 of EMS Technologies, Inc.

Our report dated May 2, 2005, on management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting as of December 31, 2004, expresses our opinion that EMS Technologies, Inc. did not maintain effective internal control over financial reporting as of December 31, 2004 because of the effects of material weaknesses on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states the following regarding such material weaknesses: (a) the Company's policies and procedures did not provide for sufficient oversight and review of revenue recognition for multiple deliverables under contracts involving delayed delivery of equipment, related software and future services that are supplemental to the primary equipment sold, (b) the Company's policies and procedures did not provide for effective oversight and review of the accounting for purchase price variances on certain purchased materials, and (c) the Company's policies and procedures did not provide for effective oversight and review of the accounting for the effect of significant foreign exchange fluctuations on the value of long-term contracts denominated in a currency other than the functional currency.

KPMG LLP

Atlanta, Georgia
May 2, 2005

SECTION 302 CERTIFICATION OF THE CEO

I, Alfred G. Hansen, certify that:

1. I have reviewed this annual report on Form 10-K/A Amendment No. 2 of EMS Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably

likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Alfred G. Hansen

Date: 5/2/05

Alfred G. Hansen
President and Chief Executive Officer
(Principal Executive Officer)

SECTION 302 CERTIFICATION OF THE CFO

I, Don T. Scartz, certify that:

1. I have reviewed this annual report on Form 10-K/A Amendment No. 2 of EMS Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably

likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Don T. Scartz

Date: 5/2/05

Don T. Scartz
Executive Vice President,
Chief Financial Officer

SECTION 906 CERTIFICATION OF THE CEO/CFO

EMS TECHNOLOGIES, INC.

CERTIFICATION OF
CHIEF EXECUTIVE OFFICER
AND
CHIEF FINANCIAL OFFICER

Each of the undersigned Chief Executive Officer and Chief Financial Officer of EMS Technologies, Inc. hereby individually certifies that the Annual Report on Form 10-K/A Amendment No. 2 of the Company for the year ended December 31, 2004, to which this Certification is attached, fully complies with the requirements of Section 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Report fairly presents, in all material respects, the financial condition and results of operations of EMS Technologies, Inc.

In witness whereof, each of the undersigned has executed and delivered this Certification on this 2nd day of May, 2005.

/s/ Alfred G. Hansen

Alfred G. Hansen
Chief Executive Officer
EMS Technologies, Inc.

/s/ Don T. Scartz

Don T. Scartz
Chief Financial Officer
EMS Technologies, Inc.