

SUPPORT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2002, by and between Simmonds Precision Products Inc. dba FUEL & UTILITY SYSTEMS, GOODRICH CORPORATION, a New York corporation with offices at 100 Pantan Road, Vergennes, VT 05491 (hereinafter referred to as "GOODRICH"), and AAR DEFENSE SYSTEMS AND LOGISTICS, a division of AAR Parts Trading, Inc, an Illinois corporation having its offices at 1100 N. Wood Dale, Wood Dale IL 60191 (hereinafter referred to as "AAR"). GOODRICH and AAR may hereafter be referred to individually as the "PARTY or collectively as the "PARTIES".

WITNESSETH:

WHEREAS, GOODRICH primarily designs and manufactures aerospace systems and components used by the armed services of the United States and its allies and generally procured by the Department of Defense; and

WHEREAS, a primary business of AAR is the supply chain management logistics for the aerospace industry, including forecasting, acquisition, warehousing and distribution of aerospace material using integrated information systems to support the needs of their customers; and

WHEREAS, the various Department of Defense buying agencies and other military customers desire supply chain management logistics in order to reduce their costs, including but not limited to delivery of material directly to the user organizations, within days of requisition; and

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. SUBJECT MATTER OF AGREEMENT.

- A. AAR is hereby appointed as a non-exclusive GOODRICH Distributor within the defined "Territory", as set forth in Exhibit A of any and all of the GOODRICH's military end user products (the "Products") as set forth in Exhibit A. Notwithstanding the preceding, Goodrich will not knowingly initiate similar business arrangements with any third party which competes with AAR's interests
- B. In connection with AAR's purchases of Products, GOODRICH will manufacture, sell, and deliver (FOB GOODRICH's facility) such Products to AAR. GOODRICH will be responsible for packaging of Products in accordance with

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AAR's specifications and on terms to be mutually agreed upon in writing as individual orders are received.

2. CHARGES AND PAYMENT.

- A. GOODRICH will sell to AAR and AAR will purchase from GOODRICH the Products, at the prices agreed upon between the parties and as the parties may from time to time modify. AAR shall market the products in accordance with the marketing plan, Exhibit A.
- B. AAR will pay GOODRICH the Purchase Price net thirty (30) days after AAR's receipt of invoice.
- C. The Purchase Price is exclusive of all applicable taxes.
- D. AAR will initiate purchases of Products hereunder by issuing its purchase order (minimum order to be \$1,000.00) setting forth the Product being ordered, the date or dates of deliveries, quantities, prices and shipping instructions. Under extraordinary conditions, Goodrich will consider AAR's request to waive the minimum order requirements on a case by case basis. Except as otherwise expressly provided herein, the provisions of this Agreement will govern the purchase of any and all Products by AAR from GOODRICH. The parties specifically agree that all other terms, whether printed, stamped, typed or written or otherwise attached to AAR's purchase orders or on the reverse thereof will not apply. AAR will place its orders for Products quoted by GOODRICH in accordance with GOODRICH's quotation for said Products. GOODRICH may accept an order either by written acknowledgment or by shipment of the Products.
- E. AAR shall be free to sell the Products within the Territory set forth in Exhibit A in accordance with the marketing plan as agreed between the parties as set forth in Exhibit A.
- F. Under no circumstances shall AAR offer products for sale at prices below Goodrich established pricing without Goodrich's prior written consent.

3. AAR'S PERFORMANCE: AAR will:

- A. Carry out its responsibilities under the agreement in a manner which supports the best interests of Goodrich.
- B. Exercise good faith efforts on behalf of GOODRICH to promote the sale of the Products in the Territory.

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- C. Purchase and maintain sufficient stock of the Products for purposes of adequately meeting military end user requirements.
- D. Forecast worldwide requirements for Products on a quarterly basis and share with Goodrich.
- E. Provide support to GOODRICH in its marketing efforts to its military customers as defined in the marketing plan.
- F. Generate and forward monthly sales reports to GOODRICH in a mutually agreed to format.
- G. Coordinate and share market information to maximize sales.
- H. Comply with all applicable laws and regulations including the US Department of State (ITAR).

4. **GOODRICH'S PERFORMANCE.** GOODRICH will:

- A. To the extent practicable, GOODRICH agrees from time to time to furnish AAR at no charge with reasonable quantities of literature, sales publications, and technical support, relating to the Products for the purpose of assisting AAR in promoting the sales of the Products to military customers.
- B. GOODRICH will assist AAR with its available data in forecasting customer requirements.

5. **TITLE AND RISK OF LOSS.**

Title to and risk of loss of the Products will pass to AAR upon delivery to a common carrier FOB GOODRICH's facility. GOODRICH covenants that title to the Products will be free and clear of all liens, charges and encumbrances.

6. **EXCUSABLE DELAY.**

Neither Party will be responsible nor deemed to be in default for delays in performance due to delays of suppliers, acts of God or public enemy, acts of Government, civil war, insurrection, sabotage, strikes or other labor disputes, riots, fires, floods, earthquakes, failure of transportation facilities, epidemics, quarantine restrictions, or any other causes beyond the reasonable control of such Party providing that such Party will, within thirty (30) days from becoming aware of such delay, notify the other Party in writing. To the extent that such causes actually delay delivery on the part of GOODRICH, the time for the performance will be extended for as many days beyond the date thereof, as is required to obtain removal of such causes unless AAR notifies GOODRICH that Products are no

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longer desired, as a result of the excusable delay neither Party shall, in any event, be liable for any incidental or consequential damages on account of any such delay.

7. NOTICES.

All notices given in connection with this Agreement will be given in writing and will be sent by first class mail, postage prepaid, telex, fax, cable or any other customary means of communication to the addresses listed below, unless either Party notifies the other Party of a different address.

Fuel & Utility Systems, GOODRICH CORPORATION:

Attention: Military Contracts
Phone: 802/877-2911
Facsimile: 802/877-4112

AAR: **AAR DEFENSE SYSTEMS & LOGISTICS**
 1100 N. Wood Dale Rd.
 Wood Dale, IL 60109
 Attention: David E. Prusiecki
 Phone: (630) 227-2922
 Facsimile: (630) 227-2928

The effective date of any notice will be the date of receipt by the addressee.

8. WARRANTY.

GOODRICH's warranty for the Products is set forth in Exhibit B hereto. GOODRICH acknowledges and agrees that AAR will assign such warranty to customers that purchase the Products.

9. INTELLECTUAL PROPERTY INDEMNITY.

GOODRICH will defend, indemnify and hold AAR harmless from and against any and all loss, damage, liability, costs, claims and expenses (including attorneys' fees), resulting from, or in any way arising out of allegations of infringement of any U.S. patents, copyrights, or trademarks by reason of the use, sale or resale of any item furnished to AAR by GOODRICH which was designed and manufactured by GOODRICH; AAR will give GOODRICH full written information with respect to any such infringement promptly upon receipt of notice thereof by AAR and, if GOODRICH so elects, will give GOODRICH complete control of the defense thereof. If in any such action, such item is held to constitute an infringement and AAR's use is permanently enjoined, GOODRICH may at its sole option and, without altering the provisions of this Agreement and not in

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diminution of the foregoing indemnity, (a) procure the right, at GOODRICH's expense, to continue the use of the same for AAR; or (b) replace the same with non-infringing products equally suitable, provided that GOODRICH shall pay AAR's reasonable expenses of substituting such Products or other items; or (c) modify said Products or other items parts so as to be non-infringing, provided that GOODRICH shall pay AAR's reasonable expenses resulting from such modification; or (d) reimburse AAR for the inventory value of the infringing Product as determined by the pertinent purchase orders plus 20% of the inventory value as total settlement of the matter.

10. TERM.

This Agreement will be for a term of twelve (12) months, commencing on January 1, 2003 and continuing for an initial term through December 31, 2003 and thereafter will automatically renew on a year to year basis unless one party provides the other party written notice of its intent not to renew at least sixty (60) days prior to the renewal date; unless earlier terminated pursuant to the terms hereof.

11. TERMINATION.

This Agreement may be terminated as follows:

- A. Either Party may terminate this Agreement at any time without cause upon sixty (60) days written notice to the other Party
- B. A Party may terminate this Agreement immediately, upon written notice to the other Party, for any of the following reasons:
 - (i) The filing by or against the other Party in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or the making of an assignment for the benefit of creditors where permitted by law, or the cessation or suspension of business;
 - (ii) Except as relates to affiliated companies, the determination by a Party in the determining Party's reasonable discretion that there has been a significant change in ownership, or organizational or management structure of the other Party constituting a change of control;
- C. If a Party fails to perform its obligations under this Agreement, including but not limited to payment of monies due and such failure to perform continues for a period of 30 days after written notice to such Party by the other Party thereof the other Party may terminate this Agreement immediately upon written notice. The right of each Party to require strict performance of any obligations hereunder will not be affected in any way by any previous waiver, forbearance or course of dealing.

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- D. If either Party exercises its right to terminate under this Article 11, such action will not affect or impair its right to bring suit for any default or breach of this Agreement.
- E. If GOODRICH obsoletes a part as a result of a configuration change or other technical revision, AAR shall have the right at its convenience and discretion to terminate an order for that part, in whole or part, by delivery to GOODRICH of a notice of termination under this article specifying the extent to which performance of work under the order is terminated and the date upon which such termination shall become effective.
- F. If AAR must terminate an order for the convenience of AAR or AAR's customer, such termination shall be in accordance with the provisions of FAR 52.249-2 as in effect on the effective date of this Agreement. The terms "Government" and "Contracting Officer" in FAR 52.249-2 shall mean AAR and GOODRICH respectively.
- G. If this Agreement is terminated early for any reason, neither Party shall by reason thereof be liable to the other for incidental or consequential damages, losses, costs or liabilities incurred as a result of such termination, whether on account of the loss of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith or in connection with the establishment, development, or maintenance of the other's business, or on account of any other cause or thing whatsoever.
- H. If this agreement is terminated, the Parties agree that GOODRICH will deliver and AAR will continue to accept delivery of Products for the duration of existing customer contracts, including long term agreements, and to the extent either AAR purchase orders were issued to GOODRICH prior to said termination or AAR has submitted a quotation to its customers, unless Goodrich reasonably determines that continuation is detrimental to the interests of Goodrich. Such action by GOODRICH will not prevent AAR from fulfilling its valid contract obligations to AAR's customers.
- I. If this agreement is terminated or not renewed under the provisions of paragraph 10 or 11, the Parties agree that at Goodrich's option, either 1) AAR may continue to market products on order or in stock in accordance with the marketing plan, or 2) Goodrich will allow AAR to cancel any such orders, or return any such inventory for full credit less reasonable restocking and evaluation fees. AAR will be obligated to provide a listing of all GOODRICH inventory within 30 days of termination or non renewal. AAR further agrees to provide a quarterly report of sales of the inventory following a termination or non renewal. In the case of 1) above Goodrich and AAR will coordinate their respective marketing plans with the intent of liquidating AAR's residual inventory in a reasonable time frame.

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12. ASSIGNMENT.

Neither Party will assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment shall be void. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein will inure to the benefit of, and be binding upon any permitted assignees. Consent by either Party to such assignment in one instance will not constitute consent by that Party to any other assignment.

13. INDEMNITY.

Reciprocally, GOODRICH and AAR each agree to and do hereby defend, indemnify and hold harmless its directors, officers, agents and employees from and against any and all liabilities, demands, claims, suits, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto which may be suffered by, accrue against, be charged to or recoverable from either by reason of any loss, damage, death or injury arising out of or in connection with the products furnished pursuant to this Agreement, provided, however, that either party will not defend, indemnify or hold the other party harmless against the negligence or willful misconduct of their directors, officers, agents or employees. In the event that any demand or claim is made or suit is commenced against either, that party will give prompt written notice to the other party who shall have the right to compromise such claim to the extent of its own interests and will undertake the defense of any such suit.

13. RETURNS.

In the case of a defective product, or where GOODRICH chooses to discontinue, or delete a product the parties will negotiate a remedy in a timely fashion.

14. ENTIRETY OF AGREEMENT.

This Agreement embodies the entire agreement of the Parties with respect to the sale of the Products and supersedes all agreements between the Parties hereto with respect to the subject matter hereof.

16. PARTIAL INVALIDITY.

If any provision of this Agreement is held invalid for any reason the remainder hereof shall nevertheless remain in full force and effect.

17. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law rules.

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18. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same instrument.

19. **REMEDIES.**

The remedies provided for herein are cumulative and in addition to any and all other rights in law, equity or otherwise.

20. **INDEPENDENT CONTRACTOR.**

It is understood and agreed that with respect to the performance of its responsibilities hereunder, AAR is an independent contractor and nothing in this Agreement shall be construed to constitute AAR an agent or legal representative of GOODRICH for any purpose whatsoever, except as specifically set forth herein. AAR has no authority or right by virtue hereof to create any obligation, express or implied, on behalf of GOODRICH to any customer or third party, and GOODRICH does not assume any responsibility for proposals, guarantees, contracts, or other representations offered by AAR to others in the sale of Products.

21. **CONFIDENTIAL INFORMATION AND TRADE SECRETS.**

All confidential information and trade secrets shall be in accordance with the attached agreement in Appendix I.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

Fuels & Utility Systems, GOODRICH CORPORATION

By: 

Name: CHARLES M. HOWZE

Title: MANAGER - CONTRACTS

**AAR DEFENSE SYSTEMS & LOGISTICS,
a division of AAR Parts Trading, Inc.**

By: 

Name: DAVID E. PRUSICKI

Title: VP DEFENSE SYSTEMS

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**EXHIBIT A
TO
SUPPORT AGREEMENT BETWEEN
Fuels & Utility Systems, GOODRICH CORPORATION
and
AAR DEFENSE SYSTEMS & LOGISTICS
DATED December 19, 2002**

MARKETING PLAN (no bid list)

Direct US Government Procurement:

AAR is excluded from bidding on direct US Government/Department Of Defense procurements conducted by the DLA (DSCR, DSCC, and DSCP); the ALC agencies (currently Warner Robbins, Tinker and Hill); NAVICP; NAVSEA; and Army (Redstone).

(Government procurement by fleet industrial supply centers and the NAS are areas for AAR to pursue)

Foreign Military Service:

AAR is excluded from bidding in Japan. In Korea, AAR is excluded from bidding only on the KT1, and KT2 program.

(Israel, Turkey, Greece, and South America are included as areas for AAR to pursue)

Third Party Providers:

No exclusions.

OEM Programs:

All are excluded.

Additional Provisions:

Goodrich may submit, in writing, requests that AAR submit bids to any of the excluded markets, on a case by case basis.

AAR will not sell to competitors of the Goodrich, FUS Repair Station (depot).

Goodrich reserves the right to, from time to time, amend the no bid list.

The parties will properly coordinate their respective actions in carrying out this marketing plan to assure full understanding of the parties' responsibilities by the customers and for the avoidance of conflict between Goodrich and AAR.

EXHIBIT B
TO
SUPPORT AGREEMENT BETWEEN
Fuels & Utility Systems, GOODRICH CORPORATION
and
AAR DEFENSE SYSTEMS & LOGISTICS
DATED December 19, 2002

GOODRICH'S WARRANTY

SIMMONDS PRECISION WARRANTY (HARDWARE)

- (1) Simmonds warrants that, at the time of delivery, all work, supplies or materials (the "items") furnished under this contract will be free from defects in material and workmanship and will conform to the current version of Simmonds' drawings respecting the items.
- (2) Simmonds expressly denies and disclaims all other warranties, express or implied, including, without limitation, warranties against patent infringement occasioned by the use or purchase of items supplied hereunder, warranties of design, or warranties of fitness or suitability for an intended purpose.
- (3) The customer shall notify Simmonds of any warranty claims within twelve (12) months after the date of delivery from Simmonds to the customer. The items affected by the warranty claim must be returned to Simmonds for inspection within thirty (30) days from the date of the notice.
- (4) Upon confirmation of a warranted defect, the items will be, at Simmonds' option, replaced or repaired. Under appropriate circumstances, Simmonds may elect to refund the purchase price or enter into an equitable adjustment with the customer in lieu of repair or replacement.
- (5) Simmonds shall have no responsibility under this provision if the items have been improperly stored, installed, operated, or maintained or if the purchaser has permitted unauthorized modifications, adjustments, and/or repairs to the item.
- (6) The foregoing warranty shall be Simmonds sole and exclusive liability and purchasers sole and exclusive remedy for any action, whether based on breach of contract or in tort, including negligence. Simmonds shall have no responsibility for consequential damages, including property damage suffered by purchaser's customer, and purchaser shall hold harmless and indemnify Simmonds from any such claim against Simmonds. The cost of travel, spares, removal of equipment, and/or unusual transportation shall be at the purchaser's expense.
- (7) This warranty shall survive inspection and acceptance.

**APPENDIX I
TO
SUPPORT AGREEMENT BETWEEN
Fuels & Utility Systems, GOODRICH CORPORATION
and
AAR DEFENSE SYSTEMS & LOGISTICS
DATED December 19, 2002**

GOODRICH'S CONFIDENTIAL INFORMATION EXCHANGE

CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT # CIE- AIS

Simmonds Precision Products, Inc. (d/b/a Fuel & Utilities, Goodrich Corporation "FUS"), a corporation of New York, having an office for the transaction of business at Panton Road, Vergennes, VT 05491 and AAR Defense Systems, a division of AAR Parts Trading Inc., having an office for the transaction of business in Illinois at 1101 N. Wood Dale, Wood Dale, IL 60191, enter into this agreement effective December 19, 2002 to define the terms under which either party may disclose information to the other. The party disclosing the information shall be hereinafter referred to as Discloser and the party receiving the information shall be hereinafter referred to as the Recipient. This Agreement shall cover an exchange of information solely for the purposes of

Establishing a distributorship agreement between FUS and AAR, therefore agree, as follows:

1. "Subsidiary" shall mean a corporation, company or other entity:
 - a. more than 50 percent (50%) of those outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are or:
 - b. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50 percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company or other entity is;

now, or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

2. "Confidential Information" shall mean that information which is disclosed to or obtained by Recipient in connection with and during the term of this or any related subsequent agreement, and which relates to Discloser's or its Subsidiaries, past, present and future research,

development and business activities. It shall also mean all information created or prepared for Discloser in connection with work performed under this or any related subsequent agreement. The term "Confidential Information" shall not mean nor include any information which is publicly known or becomes publicly known through no fault of Recipient.

3. "Subject to the provisions of paragraph 4, for a period of confidentiality of 5 years from the date of disclosure by Discloser to Recipient or from the date of creation or preparation of Confidential Information by Recipient for Discloser, Recipient agrees not to use Confidential Information other than for the benefit of Discloser and not to disclose nor permit access to any Confidential Information other than to those persons who have a need to know the Confidential Information for purposes of carrying out the objectives of this agreement or any related subsequent agreement. Recipient shall have an appropriate written agreement with its employees and others whose services Recipient may require that is sufficient to enable it to comply with all of the provisions of this Agreement. Disclosure of Confidential Information to persons other than Recipient's employees will additionally require prior written consent of Discloser.

4. Disclosure of Confidential Information by Recipient shall not be precluded if such disclosure is:

- a. in response to a valid order of a court or other governmental authority; provided, however, that Recipient shall first promptly give notice to Discloser and make a reasonable effort to obtain a protective order at Discloser's expense requiring that the information and/or documents so disclosed be used only for purposes for which the order was issued; or
- b. necessary to establish rights under this Agreement.

5. The obligations of paragraphs 3 and 4 shall not apply to any information which is rightfully known to Recipient prior to disclosure by Discloser, which is rightfully received by Recipient from third parties without accompanying secrecy obligations, which is independently developed by Recipient, or which is approved in writing by Discloser for Recipient to release.

6. Discloser may disclose Confidential Information to Recipient either orally, visually or in a tangible form. Tangible forms include, but are not limited to, written specifications, drawings, documents, raw materials, apparatus, tapes, diskettes, work products and prototypes. When disclosed in a tangible form, all items or materials containing Confidential Information will be labeled or marked "Confidential Information" of the Discloser. When disclosed in other than tangible form such information will be identified at the time of disclosure as being confidential and subsequent written confirmation referencing the date of disclosure and describing the information disclosed will be made within 30 days of the disclosure. Recipient agrees to clearly label or mark all tangible forms of Confidential Information which it creates or prepares for Discloser under this Agreement or any related subsequent agreements.

7. Upon execution of this Agreement, each party shall promptly notify the other in writing of their respective authorized representative who will coordinate the receipt and maintenance of

all tangible forms of Confidential Information exchanged. Each party shall promptly notify the other in writing of any change of such authorized representative.

8. Recipient shall not reproduce Confidential Information in any manner whatsoever, except when the reproduction is the actual product that the Recipient is developing or manufacturing as a deliverable to Discloser. Therefore, when reproduction of Confidential Information is necessary, Recipient shall request such reproduction from the Discloser's authorized representative. Confidential Information may be released to the U.S. Government only with the written consent of the Discloser and provided that such Confidential Information is identified as belonging to Discloser and is marked with all appropriate restrictive legends permitted by the U.S. Government to fully protect the interests of the original Discloser subject to the limited rights and restricted rights provisions of FAR DOD SUPP. 252.227-7013.

9. Discloser shall retain exclusive ownership of all tangible forms of Confidential Information disclosed to or prepared by Recipient. Upon request, or upon expiration or termination of this Agreement, Recipient shall return to Discloser all tangible forms of Confidential Information, and any items of work in process associated therewith.

10. This Agreement shall expire 5 years from the effective date hereof; however, either party may terminate this agreement by giving thirty (30) days prior written notice to the other party. The rights and obligations undertaken as to Confidential Information disclosed by Discloser or created or prepared for Discloser prior to expiration or termination shall survive such expiration or termination.

11. No rights or obligations other than those expressly recited herein are to be implied from this agreement. In particular, no license is hereby granted either directly or indirectly under any patents, trademarks, copyrights or know-how now held by, or which may be obtained by, or which is or may be licensable by either party.

12. The Discloser is not liable for any damages arising out of use of Information. Any Information containing business plans is for planning purposes only. Accordingly, use of such Information is at the Recipients' own risk. The Agreement does not require either party to disclose or to receive Information.

13. Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of Discloser, and any attempt to do so is void.

14. The Recipient will comply with all applicable United States and foreign laws and regulations, including without limitation those regarding the export or disclosure of technical data or other matters.

This Agreement constitutes the entire agreement of the parties, superseding all previous communications and understandings, either written or oral, between the parties relative to the subject matter hereof. This Agreement may only be amended by express written

agreement signed by authorized representatives of both parties. If any provision of this Agreement is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired. Should severance of any part of this Agreement materially affect any other rights and obligation of the parties hereunder, the parties will negotiate in good faith to replace such invalid provision with one that is valid. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to provisions relating to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

SIMMONDS PRECISION PRODUCTS, INC.

Charles M. Mowczan

Signature

CHARLES M. MOWCZAN

Name of Authorized Party

MAGEE - CONTRACTS

Title

1/2/03

Date

OTHER PARTY

David E. Pusiek

Signature

DAVID E. PUSIEK

Name of Authorized Party

VP Defense Programs

Title

12/19/02

Date

AMENDMENT 1
DATED APRIL 17, 2009

To
SUPPORT AGREEMENT BETWEEN

**SIMMONDS PRECISION PRODUCTS INC. operating as GOODRICH SENSORS AND INTEGRATED
SYSTEMS - VT**

And
AAR DEFENSE SYSTEMS & LOGISTICS
Division of AAR PARTS TRADING, INC.

DATED - DECEMBER 19, 2002


This amendment incorporates the following changes to the above referenced agreement:

1. Update Support Agreement:
 - a. Update Goodrich corporate entities:
From: Simmonds Precision Products, Inc., d/b/a Fuel & Utility Systems,
Goodrich Corporation
To: Simmonds Precision Products, Inc. operating as Goodrich Sensors and
Integrated Systems - VT
 - b. Update effective date:
From: December 19, 2002 To: April 17, 2009
 - c. Section 2 Charges and Payment paragraph 2D - Update minimum order value
From: \$1000 To: \$5000
 - d. Section 7 Notices - Update AAR and SIS-VT point of contacts:
From: David Pruslecki To: David Perri
From: Military Contracts To: GSVS Customer Support
 - e. Signature Section - Update Goodrich entity name
From: Fuels & Utility Systems, Goodrich Corporation
To: -Simmonds Precision Products, Inc. operating as Goodrich Sensors and
Integrated Systems - VT
2. Update EXHIBIT A - Marketing Plan revised as attached
3. Update EXHIBIT B - Goodrich Warranty (update Goodrich entity name) as attached
4. Update APPENDIX I - GOODRICH CONFIDENTIAL INFORMATION EXCHANGE updated as
attached

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed by
their duly authorized representatives as of the day and year first set forth below.

**GOODRICH
SENSORS & INTEGRATED SYSTEMS - VT**

AAR DEFENSE SYSTEMS & LOGISTICS



Signature



Signature

Mark Manley

Name

David Perri

Name

Director, BD Contracts

Title

Vice President / General Manager

Title

4/17/09

Date

10 April 2009

Date

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EXHIBIT A
To
SUPPORT AGREEMENT BETWEEN
GOODRICH SENSORS & INTEGRATED SYSTEMS – VT (SIS-VT),
GOODRICH CORPORATION
And
AAR DEFENSE SYSTEMS & LOGISTICS
AS AMENDED - APRIL 17, 2009
MARKETING PLAN

1. Territory, Customers and Products Included:
 - a. All products to be sold as Goodrich branded.
 - b. All piece parts and SRU's requests from
 - i. the US Government will be sent to and managed by AAR,
 - ii. including piece parts and SRU's currently contemplated under the Goodrich Corporate Umbrella contract.
 - c. AAR to provide a list of SIS-VT part numbers expected to be sold to the US Government.
 - d. SIS-VT to provide AAR with a price list for all piece parts
 - e. All aftermarket piece part, SRU, and LRU requirements from the list below of non-OEMs, domestic or international (excluding the PacRim territory) will be sent to AAR.

Target customers, subject to change, would include:

Customer	Value Stream	Market Segment	Recommendation
AIDC	ASVS	Gov Sys	Distribution
GE	GSVS	Gov Sys	Distribution
GE Aviation	GSVS	Gov Sys	Distribution
GKN	ASVS	Gov Sys	Distribution
Israeli A/C	GSVS	Gov Sys	Distribution
L-3	ASVS	Gov Sys	Distribution
Lockheed -Greenville	GSVS	Gov Sys	Distribution
Marshall Aerospace	GSVS	Gov Sys	Distribution
Northrup Grumman	ASVS	Gov Sys	Distribution
Sargent Fletcher	GSVS	Gov Sys	Distribution
Smiths	GSVS	Gov Sys	Distribution
Vought	GSVS	Gov Sys	Distribution
Vought	GSVS	Gov Sys	Distribution
HSI	GSVS	Rotor	Distribution
Kaman	ASVS	Rotor	Distribution
Westland Helicopter, Inc.	ASVS	Rotor	Distribution

- f. HUMS piece parts, SRU's, and LRU's are excluded from this agreement.
 - g. Third Party Providers: No exclusions
 - h. AAR is excluded from bidding in Japan. In Korea, AAR is excluded from bidding only on the KT1, and KT2 program.
 - i. Israel, Turkey, Greece, and South America are included as areas for AAR to pursue
 - j. AAR to contractually commit to use SIS-VT as their only source of supply for all these piece parts for these customers and the US Government.
2. The expanded distribution agreement is non-exclusive so if SIS-VT wanted to go back to direct-to-customer sales in the event the expanded agreement did not work out or produce anticipated savings.
3. Jointly develop with SIS-VT a capability whereby both parties would review pricing/sales history every quarter to assess quote prices versus order receipts to determine whether or not pricing adjustments should be made or parts should be discontinued from future sales.

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4. AAR to provide estimated projections on how SIS-VT's aftermarket sales will grow through the use of stock and distribute and the utilization of small business/small disadvantaged business relationships.
5. AAR to develop a communication plan that would be implemented to inform the US Government and the customers indicated above of the plan to service them going forward using AAR, including how this will enhance customer fulfillment in the future.
6. AAR to develop collaborative forecasting tools and a joint forecast review on a frequency deemed best by AAR.
7. AAR to provide a detailed implementation plan associated with the revised distribution agreement including metrics that will be established to monitor and continually improve our relationship. Items of interest include but are not limited to:
 - a. Anticipated quote activity at the onset of the stock and distribute arrangement
 - b. Timing and quantity of orders to be placed under a stock and distribute arrangement from onset until operating smoothly.
 - c. Savings from a transactional standpoint for SIS-VT (quoting and order entry) as well as anticipated timing as to which such savings could be realized.
8. AAR to propose additional, meaningful metrics that would satisfy the objective of continuous improvement and to provide a synopsis of anticipated savings and improvements to SIS-VT in the following areas:
 - a. Bookings,
 - b. Sales Forecasting,
 - c. Demand Planning,
 - d. Payment,
 - e. Customer Fulfillment/Satisfaction,
 - f. Government Inspection,
 - g. Terms and Conditions review,
 - h. Customer Interaction,
 - i. Commercial Item Assertions,
 - j. Export/Licensing, and
 - k. Shipping/Packaging.
9. AAR to propose options relating to a quarterly sales objectives plan that could be leveraged by SIS-VT.
10. Additional Provisions:
 - a. Goodrich may submit, in writing, requests that AAR submit bids to any of the excluded markets on a case by case basis.
 - b. AAR will not sell to competitors of the Goodrich, SIS-VT Repair Station (depot).
 - c. Goodrich reserves the right to, from time to time, amend the no bid list.
 - d. The parties will properly coordinate their respective actions in carrying out this marketing plan to assure full understanding of the parties' responsibilities by the customers and for the avoidance of conflict between Goodrich and AAR.

**EXHIBIT B
TO
SUPPORT AGREEMENT BETWEEN
GOODRICH SENSORS & INTEGRATED SYSTEMS - VT, GOODRICH CORPORATION**

Confidential

and
AAR DEFENSE SYSTEMS & LOGISTICS
AS AMENDED DATED – APRIL 17, 2009

GOODRICH'S WARRANTY

SIMMONDS PRECISION WARRANTY (HARDWARE)

- (1) Simmonds warrants that, at the time of delivery, all work, supplies or materials (the "Items") furnished under this contract will be free from defects in material and workmanship and will conform to the current version of Simmonds' drawings respecting the Items.
- (2) Simmonds expressly denies and disclaims all other warranties, express or implied, including, without limitation, warranties against patent infringement occasioned by the use or purchase of items supplied hereunder, warranties of design, or warranties of fitness or suitability for an intended purpose.
- (3) AAR shall notify Simmonds of any warranty claims within twelve (12) months after the date of delivery from Simmonds to AAR. The Items affected by the warranty claim must be returned to Simmonds for inspection within thirty (30) days from the date of the notice.
- (4) Upon confirmation of a warranted defect, the Items will be, at Simmonds' option, replaced or repaired. Under appropriate circumstances, Simmonds may elect to refund the purchase price or enter into an equitable adjustment with the customer in lieu of repair or replacement.
- (5) Simmonds shall have no responsibility under this provision if the Items have been improperly stored, installed, operated, or maintained or if the purchaser has permitted unauthorized modifications, adjustments, and/or repairs to the item.
- (6) The foregoing warranty shall be Simmonds sole and exclusive liability and purchasers sole and exclusive remedy for any action, whether based on breach of contract or in tort, including negligence. Simmonds shall have no responsibility for consequential damages, including property damage suffered by purchaser's customer, and purchaser shall hold harmless and indemnify Simmonds from any such claim against Simmonds. The cost of travel, spares, removal of equipment, and/or unusual transportation shall be at the purchaser's expense. .
- (7) This warranty shall survive inspection and acceptance.

Replace with latest NDA version.

Confidential

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the "Agreement") is made and effective as of as of the last date of execution by and between AAR Defense Systems, a division of AAR Trading Inc. having a place of business at 1100 N. Wood Dale, Wood Dale, Illinois 60191 (hereinafter referred to as "AAR") and Simmonds Precision Products, Inc. operating as Goodrich Sensors and Integrated Systems, a Vermont corporation having a place of business at 100 Panton Road Vergennes, Vermont 05491, (hereinafter referred to as "SIS-VT"). AAR and SIS-VT each may be referred to herein as a "Party" or together as the "Parties".

WHEREAS, for their mutual benefit, AAR and SIS-VT may disclose their proprietary information to each other under this Agreement for the following purpose: establishing and expanding a distributorship agreement;

NOW, THEREFORE, both SIS-VT and AAR agree as follows:

1. DEFINITIONS

The term "Proprietary Information" shall mean information disclosed by one Party hereto (the "Disclosing Party") to the other (the "Receiving Party") under this Agreement and (1) if in tangible form is identified at the time of disclosure by a conspicuous written legend, marking, or stamp as being proprietary or confidential to the Disclosing Party; and (2) if in non-tangible (e.g., oral or visual) form, is identified as proprietary or confidential at the time of disclosure, is reduced to a tangible form and delivered to the Receiving Party within thirty (30) days after the original disclosure, and such tangible form is conspicuously identified with a written legend, marking or stamp as being proprietary or confidential to the Disclosing Party. Proprietary Information in magnetic or electronic form, whether human or machine readable, shall be considered to be in tangible form. Proprietary Information may include a combination of publicly known information provided the combination is not generally known to the public.

2. OBLIGATIONS TO PROTECT PROPRIETARY INFORMATION

A. For a period of five (5) years after expiration or termination of this Agreement, but in no event less than five (5) years after receiving Proprietary Information under this Agreement, the Receiving Party (1) may use such Proprietary Information only for the purpose set forth above, (2) shall limit access to such Proprietary Information to those of its employees (including contract employees, if any) having a need to know with respect to such purpose and provided that such employees (and contract employees) are bound by obligations of confidentiality consistent with this Agreement, (3) shall ensure that such employees (or contract employees) are aware that Proprietary Information is subject to confidentiality and nonuse obligations, (4) shall ensure that any complete or partial reproduction or excerpt of the

Initials 

Proprietary Information bears the restrictive markings on the original thereof, and (5) shall not disclose Proprietary Information to any company, organization or individual that is not a party to this Agreement. The Receiving Party shall use the same degree of care to protect Proprietary Information as it uses to protect its own information of similar importance, which shall be no less than a reasonable standard of care.

B. The Receiving Party has no obligation to protect information that it can show by written records: (1) was in its possession with no restrictions on use or disclosure prior to its receipt from the Disclosing Party; or (2) is or becomes generally available to the public through no wrongful act of the Receiving Party; or (3) is or was independently developed by the Receiving Party; or (4) is rightfully received from a third party with no restrictions on use or disclosure.

C. If the Receiving Party is requested or required to disclose Proprietary Information in order to comply with any legal requirement (such as a subpoena) or pursuant to a judicial action or government regulation, it shall promptly notify the Disclosing Party in writing. If requested by the Disclosing Party, the Receiving Party shall assist in obtaining a protective order or other similar remedy to limit or prevent such disclosure. Such assistance shall be provided at the Disclosing Party's sole expense. If such order or other remedy is not obtained through no fault of the Receiving Party by the time such Proprietary Information must be disclosed, the Receiving Party may make such disclosure without incurring any liability to the Disclosing Party.

3. EXPIRATION/TERMINATION

This Agreement shall expire five (5) years following the effective date recited above unless extended by the mutual written agreement of the Parties. However, either Party may terminate this Agreement earlier, by giving the other Party thirty (30) days written notification. The Receiving Party's obligations with respect to Proprietary Information are not affected by the expiration or termination of this Agreement.

4. OWNERSHIP

The Disclosing Party shall retain all right, title and interest in and to its Proprietary Information.

This Agreement grants no rights or licenses to either Party, either express, implied, or otherwise, under any invention, patent, copyright, know-how or trade secret of the other, except for those rights expressly set forth in this Agreement.

If requested by the Disclosing Party upon the expiration or termination of this Agreement or at any time during the term of this Agreement, the Receiving Party shall return or destroy all Proprietary Information of the Disclosing Party and all copies thereof. If the Proprietary Information and all copies are destroyed, the Receiving Party upon request of the Disclosing

Initials 

AMENDMENT 2
DATED MARCH 2, 2011

TO

SUPPORT AGREEMENT DATED DECEMBER 19, 2002

BETWEEN

SIMMONDS PRECISION PRODUCTS, INC. OPERATING AS GOODRICH SENSORS AND
INTEGRATED SYSTEMS – VT

AND

AAR DEFENSE SYSTEMS AND LOGISTICS
DIVISION OF AAR PARTS TRADING, INC.

This Amendment incorporates the following three changes to the above referenced Agreement:

AAR Aircraft Services – Melbourne, a unit of AAR Corporation, with an office and a place of business at 2301
Commerce Park Dr, Palm Bay FL 32905 is added as a party to the Agreement and agrees to the terms and
conditions.

1. Eliminates the exclusion of HUMS piece parts, SRU's and LRU's at Exhibit A §1(f), and adds the terms and
conditions for the Goodrich Vehicle Health Management System (Goodrich VHMS) Marketing Plan
revision.
2. Section 7 Notices – Add AAR point of contact for notices regarding Goodrich VHMS:
Johnny D. Wright, Vice President Business Development
AAR Aircraft Services – Melbourne
2103-A West Ferry Way
Huntsville, AL 35801

IN WITNESS WHEREOF the parties hereto have caused this Agreement Amendment to be made effective by
their duly authorized representatives on the date last signed below:

Simmonds Precision Products,
Inc. Operating As Goodrich
Sensors And Integrated Systems
– VT

Signature:

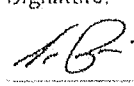


Name: Walter C. Shoup
Title: Contract Manager

Date: 03 MAR 2011

AAR Defense Systems &
Logistics

Signature:

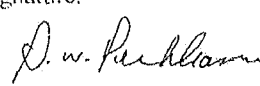


Name: David Perri
Title: VP & GM

Date: 3/3/11

AAR Aircraft Services –
Melbourne

Signature:



Name: Steve Peckham
Title: General Manager

Date: 03 Mar 2011

REVISION TO EXHIBIT A
OF THE

SUPPORT AGREEMENT
DATED DECEMBER 19, 2002
AS AMENDED

BETWEEN

SIMMONDS PRECISION PRODUCTS, INC. OPERATING AS GOODRICH SENSORS AND
INTEGRATED SYSTEMS – VT
(HEREINAFTER “GSIS-VT”)

AND

AAR DEFENSE SYSTEMS AND LOGISTICS
DIVISION OF AAR PARTS TRADING, INC.
(HEREINAFTER “AARDSL”)

AND

AAR AIRCRAFT SERVICES – MELBOURNE
A UNIT OF AAR CORPORATION
(HEREINAFTER “AAR AS-MLB”)

COMPRISED OF
THE GOODRICH VEHICLE HEALTH MANAGEMENT SYSTEM MARKETING PLAN

The exclusion of HUMS piece parts, SRU's and LRU's at Exhibit A §1(f) is deleted, and the following terms and conditions for the Goodrich Vehicle Health Management System (Goodrich VHMS) Marketing Plan are added. All other terms and conditions at Exhibit A of the Support Agreement Dated December 19, 2002 as amended remain unchanged.

1. Territory, Customers and Products included:
 - a. All products shall be sold as Goodrich branded
 - b. The products are the Goodrich Vehicle health Management Systems (“VHMS” or “Goodrich VHMS”) for use with the following military aircraft:
 - H-60/S-70
 - H-47
 - H-53
 - UH-1
 - AH-1
 - c. VHMS spare parts except such spare parts as are needed for depot level repair. The Parties agree that the GSIS-VT Vergennes, VT repair station is the only authorized world-wide depot level repair station.
 - d. Support kits and parts to include:

- Ground Support
 - MSLV/Bench loading kits
- e. GSIS-VT shall provide the list of the Goodrich VHMS part numbers, descriptions and prices.
 - f. AAR AS-MLB will market Goodrich VHMS to the national military operators of the helicopter models listed above at §1(b) in Saudi Arabia, United Arab Emirates (UAE) and Egypt (the “Customers”). The list of the national military operators may be changed only by written amendment signed by the authorized representatives of the Parties and shall be limited to the national military operators of Greece, Africa, Middle East, Australia, South America and Central America (the “Territory”). In no event shall AAR AS-MLB market or sell Goodrich VHMS to Customers, who are purchasing through the U.S. Foreign Military Sales (FMS) program without the express written permission of GSIS-VT.

2. VHMS Support Services

- a. AAR AS-MLB agrees to market the GSIS-VT VHMS training and follow on data analysis services with other modification programs.
- b. GSIS-VT agrees to recommend AAR AS-MLB installation services for the Goodrich VHMS to national military operators in the Territory.
- c. GSIS-VT and AAR AS-MLB will retain their customer relationships, which were formed prior to the effective date of this Amendment 2, or which are formed outside this Support Agreement according to its rules.
- d. This expanded distribution agreement is non-exclusive. GSIS-VT may pursue direct sales to national military operators without liability to AAR AS-MLB or AADSL in the event that the expanded distribution agreement did not work out or produce the anticipated savings.
- e. GSIS-VT agrees to provide marketing and briefing materials cleared for domestic and international distribution at no cost to AAR and approval to use same.
- f. GSIS-VT will provide pricing for VHMS kits good for the entire calendar year.
- g. GSIS-VT will provide a support package description and pricing that AAR can include in offers to customers. The support package shall include data analysis services and customer logistics support (CLS) for system training, installation liaison, formal classroom training and on-the-job training (OJT).
- h. GSIS-VT may at its sole discretion and without liability to AAR AS-MLB or AADSL interface directly with Customers for follow on support services after the initial modification and initial support phase is completed for each Customer.
- i. AAR AS-MLB shall request GSIS-VT’s quotation of pricing, specifications, terms and delivery for each proposal, which requires, without limitation, customized work product such as software modifications, hardware installation design and development and training package development and presentation.
- j. AAR AS-MLB will, at their own cost, market the Goodrich VHMS to the Customers.
- k. AAR AS-MLB will include GSIS-VT post installation training and other services for data storage, data monitoring and CLS as part of customer proposals.
- l. AAR AS-MLB shall submit new potential opportunities for VHMS on new platforms to GSIS-VT for evaluation.

3. Additional Provisions

The terms and conditions at Amendment 1, Exhibit A Articles 6, 7, 8, 9 and 10 are hereby incorporated by reference into this Goodrich Vehicle Health Management System Marketing Plan.