

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 Prusiecki 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



Signature

Mark Manley

Name

Director, BD Contracts

Title

4/17/09

Date

AAR DEFENSE SYSTEMS & LOGISTICS



Signature

David Perri

Name

Vice President / General Manager

Title

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
Israel A/C	GSVS	Gov Sys	Distribution
L-3	ASVS	Gov Sys	Distribution
Lockheed -Greenville	GSVS	Gov Sys	Distribution
Marshall Aerospace	GSVS	Gov Sys	Distribution
Northup 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**

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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.

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