

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "MOA") is made and entered into as of the last date signed below (the "Effective Date") by and between Rohr Inc., a Delaware corporation doing business as [REDACTED], having an office at [REDACTED], and [REDACTED], a corporation organized and existing under the laws of Italy, having its offices and principal place of business at [REDACTED], either or both of which may be hereinafter referred to as the "Party," or the "Parties," respectively.

1.0 BACKGROUND

- 1.1 [REDACTED] are parties to Agreement No. SAL0106 dated January 18, 2006 (the "Agreement") which governs the purchase and sale of the rear secondary structure and related services (the "Products") in support of [REDACTED] production requirements for the [REDACTED] aircraft program (the "Program").
- 1.2 Each Party has made a claim against the other Party for costs incurred in connection with the Program.
- 1.3 [REDACTED] has stated that it is experiencing higher than expected costs to manufacture the Products and for that reason has requested a price increase for such items.
- 1.4 [REDACTED] has not agreed to such price increase but wishes to work with [REDACTED] to better understand Salver's cost drivers, explore potential cost reduction opportunities, and evaluate other options to support the Program.
- 1.5 In recognition of the value of the relationship between the Parties and in the interest of supporting the Program, the Parties wish to work together as more fully set forth herein.

2.0 PURPOSE

The purpose of this MOA is to document the understandings and agreements between the Parties with respect to: (a) satisfaction and release of one or more claims the Parties have made against each other in connection with the Program; and (b) entering into a 120-day study period during which time the Parties shall: (i) evaluate the specific cost drivers relating to [REDACTED] demand for a price increase for the Products; (ii) identify potential cost reduction opportunities for the supply of Products; and (iii) evaluate other options to support the Program.

3.0 SATISFACTION AND RELEASE OF CLAIMS

Each Party has made a claim against the other in connection with the Program, and each Party wishes to settle and release the other Party from those claims as more fully set forth below.

- 3.1 Salver's Claims. Salver claims it has incurred additional costs and expenses due to: (i) the administrative burden associated with managing a higher-than-expected volume of detail parts and equipment previously furnished by [REDACTED] and (ii) payment of Value-Added-Tax in connection with its past performance under the Agreement.
- 3.2 General Claim. General claims Salver has not compensated General for the value of composite material previously furnished to Salver, less the value of the labor hours required to paint and install the "Y" seals and labels plus the cost of the paint for station 30 panels and final assembly work performed by [REDACTED]

3.3 Consideration. As an inducement for S to enter into the 120-day study program described in Paragraph 4.0 below and to reflect the Parties' agreement to finally settle and release each other from their respective claims, G (a) waives its right to compensation for the composite material previously furnished to Salver; and will, subject to certain conditions set forth herein (b) compensate S in an aggregate amount of US\$559,506 and provide a resource contribution as set forth below:

3.3.1 G will make a payment in the amount of US\$200,000 on 01-July-2009 or thirty (30) calendar days from the Effective Date, whichever is later.

3.3.2 G will make four (4) separate installment payments in equal amounts of US\$89,876.50 (the "Installment Payments") on the first (1st) day of each month, beginning on 01-July-2009 and ending on 01-October-2009.

(a) As the title of Exhibit A suggests, the Parties are currently behind schedule with respect to supporting Airbus' requirements. Consequently, G may incur additional costs and other damages that are difficult to ascertain in the event S fails to deliver one or more Products on or before the dates listed in the "Salver Commit Dates" column of Exhibit A. In the event S fails to deliver one or more Products on or before two (2) calendar days (grace period) after the corresponding "Salver Commit Date" in Exhibit A, then S shall pay to G, as liquidated damages and not as a penalty, an amount equal to one percent (1%) of the amount of the individual Installment Payments for each calendar day the failure continues for the next three (3) calendar days after the grace period. In the event such failure continues beyond the three (3) calendar days following the two (2)-day grace period, S shall pay to G, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the individual Installment Payments for each calendar day the failure continues. Table 3.3.2 below further illustrates the above process.

Table 3.3.2

Days late to Salver Commit Date	Liquidated Damage
0-2 days late	Grace Period
3-5 days late	1% of Installment Payment (\$898.77 USD per day late)
6 or more days late	5% of Installment Payment \$4,493.83 USD per day late)

EXAMPLES:

Delivery one (1) day late

Within grace Period, no damages

Delivery four (4) days late:

Day 1	\$0.00
Day 2	\$0.00
Day 3	\$898.77
Day 4	\$898.77
Total	\$1,797.54

Delivery seven (7) days late

Day 1	\$0.0
Day 2	\$0.0
Day 3	\$898.77
Day 4	\$898.77
Day 5	\$898.77
Day 6	\$4,493.83
Day 7	\$4,493.83
Total	\$11,683.97

The amount of each Installment Payment shall be offset by the amount of liquidated damages incurred during the preceding month, plus the amount of any liquidated damages incurred but not offset against the most recent Installment Payment. G [REDACTED] is not obligated to make the final Installment Payment until Salver has made all deliveries under Exhibit A.

(b) S [REDACTED] liability for liquidated damages described in subparagraph (a) above shall be adjusted by the corresponding number of calendar days S [REDACTED] is prevented from delivering one or more Products on or before the "Salver Commit Dates" listed in Exhibit A due to abnormal delays in: (i) the availability of third-party source inspectors contracted by G [REDACTED]; (ii) G [REDACTED]'s approval of Vendor Material Review Reports; or (iii) the availability of individuals provided by G [REDACTED] pursuant to Paragraph 3.3.3 below.

(c) The term "calendar days," as used in subparagraphs (a) and (b) above, includes all days of the week, including all days of the week during the month of August, except for Sundays.

3.3.3 During the term of this MOA, G [REDACTED] will make available at no charge to S [REDACTED] four (4) additional individuals to provide assembly assistance in furtherance of the Program.

3.4 Mutual Release. In consideration of the promises and covenants set forth in this MOA and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, each Party forever releases, acquits, remises, quitclaims, and discharges the other Party and its affiliated entities, parents, subsidiaries, successors, assigns, and officers, directors, employees and agents thereof, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses, attorneys' fees and all other obligations arising from or in connection with the claims described herein, on or prior to the Effective Date of this MOA. This release shall not apply, however, to any breach of this MOA or any claim arising subsequent to the Effective Date of this MOA.

3.5 Future Discovered Facts. In connection with the release set forth in Paragraph 3.4, above, each Party acknowledges that it is aware it may subsequently discover facts in addition to, or different from, those facts which it now knows or believes to be true with respect to the subject matter of this MOA, but that it is each Party's intention to fully, finally and forever release all matters, disputes, differences, known or unknown, suspected or unsuspected, which now exist, or heretofore existed between the releasing Party and the Party being released, and in furtherance of such intention, the release given herein shall remain in effect notwithstanding the discovery or existence of any additional or different facts.

- 3.6 Agreement Not an Admission. Each Party acknowledges that this is a settlement and release of disputed facts and issues. Neither Party admits the truth or validity of any assertion or denial made by any other Party. Furthermore, neither Party admits any liability to the other Party in connection with the claims described in Paragraph 3.3 above.

4.0 STUDY PROGRAM

In exchange for the consideration described in Paragraph 3.3 above, [REDACTED] shall enter into a study program with G [REDACTED] to: (a) further assess and understand S [REDACTED]'s cost of goods sold for the Products; (b) identify cost reduction opportunities relating to S [REDACTED]'s internal processes and operations; (c) identify other opportunities to address Salver's cost over sell position for the Products. Participation in the study program shall not be construed or interpreted to relieve S [REDACTED] of its obligations under the Agreement. The Parties intend to complete this study program within one hundred twenty (120) calendar days from the Effective Date.

5.0 TERM AND TERMINATION

This MOA shall commence as of the Effective Date and shall terminate upon hundred twenty (120) calendar days from the Effective Date of this MOA. The Parties may extend the term of this MOA by mutual written agreement.

6.0 BINDING AUTHORITY

Each Party represents that the individuals signing this Agreement on behalf of such Party have lawful authority to do so, and to bind such Party to the terms and conditions set forth herein.

7.0 NO PUBLICITY

Under no circumstances may either Party disclose or make any other public announcement regarding this MOA or the Proposed Transaction without the prior written consent of the other Party.

8.0 COSTS AND EXPENSES

Except as otherwise provided herein, each Party shall bear its own costs and expenses in connection with the negotiation and consummation of the Proposed Transaction.

9.0 COUNTERPARTS

This MOA may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.0 INCORPORATION BY REFERENCE

All provisions from the Agreement which, by their nature, should apply to the subject matter of this MOA are incorporated by reference herein and made a part hereof including, without limitation, the provisions of Article A.8, of Part I of the Agreement - Applicable Law and Arbitration.

11.0 SEVERABILITY

If any part of this MOA is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this MOA.

12.0 ENTIRE AGREEMENT

This MOA, including the Exhibits attached hereto, constitutes the sole, complete and entire agreement between the Parties with respect to the subject matter hereof and no statements, promises or representations have been made by either Party other than as set forth herein. This MOA supersedes

all previous agreements, communications, or representations, either verbal or written between the Parties with respect to the subject matter hereof. Any oral understandings are expressly excluded.

13.0 MODIFICATION

This MOA may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have caused this MOA to be duly executed by their authorized representatives.

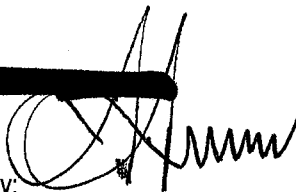
[REDACTED]

By: _____

Name: _____

Title: _____

Date: _____

[REDACTED]


By: _____

Name: [REDACTED]

Title: [REDACTED]

Date: MAY 28, 2009

