SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO
SECTION 14(d)(1) OF THE
SECURITIES EXCHANGE ACT OF 1934

TRISTAR AEROSPACE CO.
(NAME OF SUBJECT COMPANY)

ALLIEDSIGNAL INC.
ALLIEDSIGNAL ACQUISITION CORP.
(BIDDERS)

COMMON STOCK, PAR VALUE $0.01 PER SHARE
(TITLE OF CLASS OF SECURITIES)

89674L-10-1
(CUSIP NUMBER OF CLASS OF SECURITIES)

PETER M. KREINDLER, ESQ.
ALLIEDSIGNAL INC.
101 COLUMBIA ROAD
MORRIS TOWNSHIP, NJ 07962
(973) 455-5513
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED
TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDER)

WITH COPIES TO:
DAVID K. ROBBINS, ESQ.
FRIED, FRANK, HARRIS, SHRIVER & JACOBSON
350 SOUTH GRAND AVENUE, 32ND FLOOR
LOS ANGELES, CA 90071
(213) 473-2000

CALCULATION OF FILING FEE

Transaction Valuation:*	Amount of filing fee:
$187,371,844	$37,475

* For purposes of calculating fee only. This amount is based on a per share offering price of $9.50, for 19,723,352 shares of common stock (including vested options with strike prices lower than $9.50). Pursuant to the Agreement and Plan of Merger, dated as of October 31, 1999, by and among TriStar Aerospace Co. (the 'Company'), AlliedSignal Inc. and AlliedSignal Acquisition Corp. (collectively, the 'Bidders'), the Company represented to the Bidders that, as of such date, it had 17,277,054 shares of common stock issued and outstanding and 4,491,074 shares of common stock reserved for issuance upon exercise of outstanding stock options (2,446,298 of which options are vested and have strike prices lower than $9.50). The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, equals 1/50 of one percent of the aggregate of the cash offered by the Bidder.

[ ] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable

Form or Registration No.: Not applicable

Filing Party: Not applicable

Date Filed: Not applicable

This Tender Offer Statement on Schedule 14D-1 relates to the offer by AlliedSignal Acquisition Corp., a Delaware corporation ('Offeror'), and a wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation ('Parent'), to purchase all of the outstanding shares of Common Stock, par value $0.01 per share (the 'Shares'), of TriStar Aerospace Co., a Delaware corporation (the 'Company'), at a price of $9.50 per Share, net to the seller in cash and without interest thereon, on the terms and subject to the conditions set forth in the Offer to Purchase, dated November 5, 1999 (the 'Offer to Purchase'), and the related Letter of Transmittal (the 'Letter of Transmittal,' which together with the Offer to Purchase, constitutes the 'Offer'), copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively.

ITEM 1. SECURITY AND SUBJECT COMPANY

(a) The subject company is TriStar Aerospace Co., a Delaware corporation, with its principal executive offices located at 2527 Willowbrook Road, Dallas, Texas 75220-4420.

(b) The information set forth in the Introduction, and Section 1 'Terms of the Offer,' of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 'Price Range of Shares; Dividends on the Shares' of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND

(a) through (d), (g) The information set forth in the Introduction, Section 9 'Certain Information Concerning Offeror,' and Annex I of the Offer to Purchase is incorporated herein by reference.

(e) None of Offeror, Parent or, to the best knowledge of Offeror or Parent, any person listed in Annex I of the Offer to Purchase has, during the last 5 years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(f) None of Offeror, Parent or, to the best knowledge of Offeror or Parent, any person listed in Annex I of the Offer to Purchase has, during the last 5 years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY

(a) and (b) The information set forth in Section 11 'Background of Offer' and Section 13 'The Transaction Documents' of the Offer to Purchase are incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

(a) through (c) The information set forth in Section 10 'Source and Amount of Funds' of the Offer to Purchase is incorporated herein by reference.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER

(a) through (e) The information set forth in Section 12 'Purpose of the Offer; The Merger; Plans for the Company,' Section 13 'The Transaction Documents,' and Section 14 'Dividends and Distributions' of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in the Offer to Purchase is incorporated herein by reference.

(f) and (g) The information set forth in Section 7 'Effect of Offer on NYSE Listing, Market for Shares and SEC Registration' of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY

(a) and (b) The information set forth in Section 13 'The Transaction Documents' of the Offer to Purchase is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES

The information set forth in the Introduction, Section 1 'Terms of the Offer,' Section 11 'Background of Offer,' Section 12 'Purpose of the Offer; The Merger; Plans for the Company,' Section 13 'The Transaction Documents,' and Section 14 'Dividends and Distributions' of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED

The information set forth in Section 17 'Fees and Expenses' of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS

The information set forth in Section 9 'Certain Information Concerning Offeror' of the Offer to Purchase is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION

(a) None or not applicable.

(b) and (c) The information set forth in Section 16 'Certain Regulatory and Legal Matters' of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in Section 7 'Effect of Offer on NYSE Listing, Market for Shares and SEC Registration' of the Offer to Purchase is incorporated herein by reference.

(e) None.

(f) The Offer to Purchase, a copy of which is attached as Exhibit (a)(1) hereto, and the Letter of Transmittal, a copy of which is attached as Exhibit (a)(2) hereto, each of which is incorporated in its entirety herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS

(a)(1)	--	Offer to Purchase, dated November 5, 1999.
(a)(2)	--	Letter of Transmittal.
(a)(3)	--	Letter from Georgeson Shareholder Communications Inc., as Information Agent, to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(4)	--	Letter to Clients from Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(5)	--	Notice of Guaranteed Delivery.
(a)(6)	--	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(7)	--	Form of Summary Announcement, as published on November 5, 1999.
(a)(8)	--	Press Release, as issued by Parent and the Company on November 1, 1999.
(a)(9)	--	Form of Press Release, to be issued by Parent on November 5, 1999.
(b)	--	None or not Applicable.
(c)(1)	--	The Agreement and Plan of Merger, dated as of October 31, 1999, among Offeror, Parent and the Company.
(c)(2)	--	Tender and Option Agreement, dated as of October 31, 1999, among Offeror, Parent, P. Quentin Bourjeaurd and Charles Balchunas.
(c)(3)	--	Amendment to Employment Agreement, dated as of October 31, 1999, between the Company and P. Quentin Bourjeaurd.
(c)(4)	--	Confidentiality Agreement, dated as of April 5, 1999, between Parent and the Company.
(d) through (f)	--	None or not applicable.

SIGNATURES

After due inquiry and to the best of the knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

November 5, 1999

ALLIEDSIGNAL INC.

By: /s/ PETER M. KREINDLER
.....
Name: Peter M. Kreindler
Title: Senior Vice President,
General Counsel and Secretary

ALLIEDSIGNAL ACQUISITION CORP.

By: /s/ PETER M. KREINDLER
.....
Name: Peter M. Kreindler
Title: President

EXHIBIT INDEX

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STATEMENT OF DIFFERENCES

The section symbol shall be expressed as.....'SS'
The registered trademark symbol shall be expressed as.....'r'

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
AT
$9.50 NET PER SHARE
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER THAT NUMBER OF SHARES OF COMMON STOCK, $.01 PAR VALUE PER SHARE (THE 'SHARES'), OF TRISTAR AEROSPACE CO. ('THE COMPANY'), WHICH, WHEN ADDED TO THE SHARES, IF ANY, BENEFICIALLY OWNED BY ALLIEDSIGNAL INC. ('PARENT'), ITS AFFILIATES OR ALLIEDSIGNAL ACQUISITION CORP. ('OFFEROR') (EXCLUDING SHARES BENEFICIALLY OWNED BY PARENT BY VIRTUE OF THE SHAREHOLDERS AGREEMENT, AS DEFINED IN THE INTRODUCTION TO OFFER), WOULD REPRESENT, ON A FULLY DILUTED BASIS, AT LEAST A MAJORITY OF THE OUTSTANDING SHARES. THE OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS CONTAINED IN THIS OFFER TO PURCHASE. SEE INTRODUCTION AND SECTIONS 1 AND 15 HEREOF.

THIS OFFER (THE 'OFFER') IS BEING MADE IN CONNECTION WITH THE AGREEMENT AND PLAN OF MERGER, DATED AS OF OCTOBER 31, 1999 (THE 'MERGER AGREEMENT'), AMONG PARENT, OFFEROR AND THE COMPANY. THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER AND THE MERGER, HAS DETERMINED THAT THE MERGER AGREEMENT AND THE OFFER ARE FAIR TO AND ADVISABLE AND IN THE BEST INTERESTS OF THE COMPANY AND ITS STOCKHOLDERS, AND HAS RESOLVED TO RECOMMEND ACCEPTANCE OF THE OFFER TO THE STOCKHOLDERS, AND THAT THE STOCKHOLDERS TENDER THEIR SHARES IN THE OFFER AND, IF APPLICABLE, VOTE TO APPROVE AND ADOPT THE MERGER AGREEMENT AND THE MERGER.

IMPORTANT

Any stockholder of the Company desiring to tender Shares should either (i) complete and sign the Letter of Transmittal or a facsimile thereof in accordance with the instructions in the Letter of Transmittal and deliver the Letter of Transmittal with the Shares and all other required documents to The Bank of New York, the Depositary, or follow the procedures for book-entry transfer set forth in Section 3, 'Procedure for Tendering Shares,' or (ii) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for the stockholder. Stockholders having Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if they desire to tender their Shares.

Any stockholder of the Company who desires to tender Shares and whose certificates representing such Shares are not immediately available or who cannot comply with the procedures for book-entry transfer on a timely basis or who cannot deliver all required documents to the Depositary, in each case prior to the expiration of the Offer, must tender such Shares pursuant to the guaranteed delivery procedures set forth in Section 3, 'Procedure for Tendering Shares.'

Questions and requests for assistance may be directed to Georgeson Shareholder Communications Inc., the Information Agent, at its address and telephone number set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or from brokers, dealers, commercial banks and trust companies.

The Information Agent for the Offer is:
[LOGO OF GEORGESON SHAREHOLDER COMMUNICATIONS INC.]

November 5, 1999

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TO THE HOLDERS OF COMMON STOCK OF TRISTAR AEROSPACE CO.:

INTRODUCTION

AlliedSignal Acquisition Corp., a Delaware corporation ('Offeror') and a wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation ('Parent'), hereby offers to purchase all of the outstanding shares of common stock, par value $0.01 per share (the 'Shares'), of TriStar Aerospace Co., a Delaware corporation (the 'Company'), at a purchase price of $9.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which together constitute the 'Offer'). Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Offeror pursuant to the Offer. Offeror will pay all charges and expenses of The Bank of New York (the 'Depositary') and Georgeson Shareholder Communications Inc. (the 'Information Agent') for their respective services in connection with the Offer and the Merger (as hereinafter defined). See Section 17, 'Fees and Expenses.'

Offeror is a corporation newly formed by Parent in connection with the Offer and the transactions contemplated by the Merger Agreement (as hereinafter defined).

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER AND THE MERGER, HAS DETERMINED THAT THE MERGER AGREEMENT AND THE OFFER ARE FAIR TO AND ADVISABLE AND IN THE BEST INTERESTS OF THE COMPANY AND ITS STOCKHOLDERS, AND HAS RESOLVED TO RECOMMEND ACCEPTANCE OF THE OFFER TO THE COMPANY'S STOCKHOLDERS, AND THAT THE COMPANY'S STOCKHOLDERS TENDER THEIR SHARES IN THE OFFER AND, IF APPLICABLE, VOTE TO APPROVE AND ADOPT THE MERGER AGREEMENT AND THE MERGER.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER THAT NUMBER OF SHARES (THE 'MINIMUM NUMBER OF SHARES') WHICH, WHEN ADDED TO THE SHARES, IF ANY, BENEFICIALLY OWNED BY PARENT, ITS AFFILIATES OR OFFEROR (EXCLUDING SHARES BENEFICIALLY OWNED BY PARENT BY VIRTUE OF THE TENDER AND OPTION AGREEMENT, DATED AS OF OCTOBER 31, 1999, AMONG PARENT, OFFEROR AND P. QUENTIN BOURJEAURD AND CHARLES BALCHUNAS (THE 'SHAREHOLDERS AGREEMENT'), WOULD REPRESENT, ON A FULLY DILUTED BASIS, AT LEAST A MAJORITY OF THE OUTSTANDING SHARES (THE 'MINIMUM CONDITION'). SEE SECTION 15, 'CERTAIN CONDITIONS TO OFFEROR'S OBLIGATIONS.'

The Company has represented to Parent and Offeror that, as of October 31, 1999, there were 17,277,054 Shares issued and outstanding and 4,491,074 Shares reserved for issuance pursuant to outstanding stock options. Based on the foregoing, Offeror believes that approximately 10,884,065 Shares must be validly tendered and not withdrawn prior to the expiration of the Offer in order for the Minimum Condition to be satisfied. See Section 1, 'Terms of the Offer.'

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of October 31, 1999 (the 'Merger Agreement'), by and among Parent, Offeror and the Company. The Merger Agreement provides, among other things, for the making of the Offer by Offeror, and further provides that, upon the terms and subject to certain conditions of the Merger Agreement, Offeror or another direct or indirect wholly owned subsidiary of Parent will be merged with and into the Company (the 'Merger'). The Merger Agreement is more fully described in Section 13, 'The Transaction Documents -- The Merger Agreement.' The Merger is subject to a number of conditions, including the approval and adoption of the Merger Agreement by stockholders of the Company, if such approval is required by applicable law. See Section 12, 'Purpose of the Offer; The Merger; Plans for the Company.' In the Merger, each outstanding Share (other than Shares held in the treasury of the Company or owned by Parent or any subsidiary of Parent, which shall automatically be cancelled and retired) shall automatically be cancelled and extinguished and, other than Shares with respect to which appraisal rights are properly exercised, will be converted into and become a right to receive $9.50 (or any higher price per Share that may be paid pursuant to the Offer) in cash, without interest thereon (the 'Offer Price').

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

This Offer to Purchase contains forward-looking statements that involve risks and uncertainties, including the risks associated with satisfying the various conditions to the Offer. Certain of these factors, as well as additional risks and uncertainties, are detailed in the Company's periodic filings with the Securities and Exchange Commission (the 'Commission'). See Section 8, 'Certain Information Concerning the Company -- Available Information.'

1. TERMS OF THE OFFER.

Upon the terms and subject to the conditions set forth in the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), Offeror will accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn in accordance with Section 4, 'Withdrawal Rights.' The term 'Expiration Date' means 12:00 midnight, New York City time, on Monday, December 6, 1999 (the 'Scheduled Expiration Date'), unless Offeror shall have extended the period of time for which the Offer is open, in which event the term 'Expiration Date' shall mean the latest time and date at which the Offer, as so extended by Offeror, shall expire.

In the Merger Agreement, Offeror has agreed that if all of the conditions to the Offer set forth in Section 15, 'Certain Conditions to Offeror's Obligations' (the 'Offer Conditions') are not satisfied by the Scheduled Expiration Date then, provided that all such conditions are and continue to be reasonably probable of being satisfied by the date that is 35 business days from the date the Offer is commenced, Offeror shall extend the Offer for one or more periods of not more than five business days each if requested to do so by the Company; provided that Offeror shall not be required to extend the Offer beyond the date that is 35 business days from the date the Offer is commenced or, if earlier, the date of termination of the Merger Agreement in accordance with its terms. Otherwise, Offeror has agreed in the Merger Agreement that it will not, without the prior written consent of the Company, extend the period during which the Offer is open if all the Offer Conditions have been satisfied, except that Offeror may, without the consent of the Company, extend the Offer as follows: (i) if on the Scheduled Expiration Date any of the Offer Conditions shall not have been satisfied or waived, for one or more periods but in no event past 45 business days from the date the Offer is commenced (unless the waiting, review and investigation periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the 'Hart Scott-Rodino Act'), have not terminated or expired or required governmental consents have not been obtained in which case not past 60 business days from the date the Offer is commenced (the 'Termination Date'); (ii) for such period as may be required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Offer; or (iii) for one or more periods (each such period to be for not more than three business days and such extensions to be for an aggregate period of not more than five business days beyond the latest expiration date that would otherwise be permitted under clause (i) or (ii) of this sentence) if on such expiration date there shall not have been tendered that number of Shares which would equal more than 90% of the issued and outstanding Shares. Offeror's rights to extend the Offer pursuant to the foregoing clauses (ii) and (iii) are subject to the Company's right to terminate the Merger Agreement if the Offer shall not have been consummated by the Termination Date; see Section 13, 'The Transaction Documents -- The Merger Agreement -- Termination'). Subject to the foregoing restrictions, Offeror reserves the right (but will not be obligated), in its sole discretion, to extend the period during which the Offer is open by giving oral or written notice of such extension to the Depositary and by making a public announcement of such extension. There can be no assurance that Offeror will exercise its right to extend the Offer.

Offeror has also agreed in the Merger Agreement that it will not, without the prior written consent of the Company: (i) decrease the amount or change the form of consideration payable in the Offer, (ii) decrease the number of Shares sought in the Offer, (iii) impose additional conditions to the Offer, (iv) change any Offer Condition or amend any other term of the Offer if any such change or amendment would be adverse in any respect to the holders of Shares (other than Parent or Offeror), or (v) amend or waive the Minimum Condition.

THE OFFER IS CONDITIONED UPON SATISFACTION OF THE MINIMUM CONDITION. THE OFFER IS ALSO SUBJECT TO OTHER TERMS AND CONDITIONS. SEE SECTION 15, 'CERTAIN CONDITIONS TO OFFEROR'S OBLIGATIONS.' As described

in the Introduction to this Offer to Purchase, Offeror believes the Minimum Number of Shares is approximately 10,884,065. If the Minimum Condition or any of the other Offer Conditions has not been satisfied by 12:00 midnight, New York City time, on December 6, 1999 (or any other time then set as the Expiration Date), Offeror may elect (i) subject to the qualifications described above with respect to the extension of the Offer, to extend the Offer and, subject to applicable withdrawal rights, retain all tendered Shares until the expiration of the Offer, as extended, subject to the terms of the Offer, (ii) subject to complying with applicable rules and regulations of the Commission and to the terms of the Merger Agreement (including, if necessary, obtaining the prior written consent of the Company), to accept for payment all Shares so tendered and not extend the Offer, or (iii) subject to the terms of the Merger Agreement, to terminate the Offer and not accept for payment any Shares and return all tendered Shares to tendering stockholders.

Subject to the applicable rules and regulations of the Commission, Offeror expressly reserves the right, in its sole discretion, to delay acceptance for payment of any Shares (or delay payment for any Shares, regardless of whether such Shares were theretofore accepted for payment pending the receipt of required governmental consents), or, subject to the limitations set forth in the Merger Agreement, to terminate the Offer and not to accept for payment or pay for any Shares not theretofore accepted for payment or paid for, upon the occurrence of any of the Offer Conditions, by giving oral or written notice of such delay or termination to the Depositary. Offeror's right to delay payment for any Shares or not to pay for any Shares theretofore accepted for payment is subject to the applicable rules and regulations of the Commission, including Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the 'Exchange Act'), relating to Offeror's obligation to pay for or return tendered Shares promptly after the termination or withdrawal of the Offer.

Except as set forth above, and subject to the applicable rules and regulations of the Commission, Offeror expressly reserves the right, in its sole discretion, to amend the Offer in any respect. Any extension of the period during which the Offer is open, or delay in acceptance for payment or payment, or termination or amendment of the Offer, will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m. New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. Without limiting the obligation of Offeror under such rule or the manner in which Offeror may choose to make any public announcement, Offeror currently intends to make announcements by issuing a press release to the Dow Jones News Service and making any appropriate filing with the Commission.

If Offeror makes a material change in the terms of the Offer or the information concerning the Offer or if it waives a material condition of the Offer, Offeror will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(c), 14d-6(d) and 14(e)-1 under the Exchange Act or otherwise. The minimum period during which an offer must remain open following material changes in the terms of the offer or information concerning the offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in price or a change in percentage of securities sought, a minimum ten business day period is generally required to allow for adequate dissemination to stockholders and investor response. For purposes of the Offer, a 'business day' means any day other than a Saturday, Sunday or a federal holiday, and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

The Company has provided Offeror with the Company's list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase, the Letter of Transmittal and other relevant materials will be mailed to record holders of the Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the list of stockholders or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Offeror will purchase, by accepting for payment, and will pay for, all Shares validly tendered prior to the Expiration Date (and not properly withdrawn) promptly after the Expiration Date. Subject to compliance with Rule 14e-1(c) under the Exchange Act, Offeror expressly reserves the right to delay payment for Shares in order to comply in whole or in part with any applicable law. See Sections 1 and 15. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares or timely confirmation (a 'Book-Entry Confirmation') of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company ('DTC'), pursuant to the procedures set forth in Section 3, 'Procedure for Tendering Shares,' (ii) a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with all required signature guarantees (unless, in the case of a book-entry transfer, an Agent's Message (as defined below) is utilized) and (iii) any other documents required by the Letter of Transmittal.

The term 'Agent's Message' means a message transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Offeror may enforce such agreement against the participant.

For purposes of the Offer, Offeror will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not withdrawn as, if and when Offeror gives oral or written notice to the Depositary of Offeror's acceptance of such Shares for payment. In all cases, payment for Shares purchased pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from Offeror and transmitting such payment to tendering stockholders. If, for any reason whatsoever, acceptance for payment of any Shares tendered pursuant to the Offer is delayed, or Offeror is unable to accept for payment Shares tendered pursuant to the Offer, then, without prejudice to Offeror's rights under Section 15, 'Certain Conditions to Offeror's Obligations,' the Depositary may, nevertheless, on behalf of Offeror, retain tendered Shares, and such Shares may not be withdrawn, except to the extent that the tendering stockholders are entitled to withdrawal rights as described in Section 4, 'Withdrawal Rights,' and as otherwise required by Rule 14e-1(c) under the Exchange Act. Under no circumstances will interest be paid on the purchase price for Shares by Offeror by reason of any delay in making such payment.

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares delivered by book-entry transfer to DTC, such Shares will be credited to an account maintained within DTC), as promptly as practicable after the expiration, termination or withdrawal of the Offer.

If, prior to the Expiration Date, Offeror increases the consideration offered to stockholders pursuant to the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased pursuant to the Offer.

Offeror reserves the right to transfer or assign, in whole or from time to time in part, to Parent or to one or more direct or indirect subsidiaries of Parent, the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Offeror of its obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

3. PROCEDURE FOR TENDERING SHARES.

Valid Tenders. For Shares to be validly tendered pursuant to the Offer, a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other required documents, or an Agent's Message in the case of a book-entry delivery, must be

received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date. In addition, either (i) certificates representing such Shares must be received by the Depositary or such Shares must be tendered pursuant to the procedure for book-entry transfer set forth below, and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Date, or (ii) the tendering stockholder must comply with the guaranteed delivery procedure set forth below. No alternative, conditional or contingent tenders will be accepted. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Book-Entry Transfer. The Depositary will make a request to establish an account with respect to the Shares at DTC for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in DTC's system may make book-entry delivery of Shares by causing DTC to transfer such Shares into the Depositary's account at DTC in accordance with DTC's procedures for transfer. Although delivery of Shares may be effected through book-entry at DTC, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees and any other required documents, or an Agent's Message in the case of a book-entry delivery, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date or the guaranteed delivery procedures described below must be complied with.

Signature Guarantee. Signatures on the Letter of Transmittal need not be guaranteed by a member firm of a registered national securities exchange (registered under Section 6 of the Exchange Act), by a member firm of the National Association of Securities Dealers, Inc., by a commercial bank or trust company having an office or correspondent in the United States or by any other 'Eligible Guarantor Institution,' as defined in Rule 17Ad-15 under the Exchange Act (collectively, 'Eligible Institutions'), unless the Shares tendered thereby are tendered (i) by a registered holder of Shares who has completed either the box entitled 'Special Payment Instructions' or the box entitled 'Special Delivery Instructions' on the Letter of Transmittal or (ii) as noted in the following sentence. If the certificates evidencing Shares are registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made, or certificates for unpurchased Shares are to be issued or returned, to a person other than the registered owner or owners, then the tendered certificates must be endorsed or accompanied by duly executed stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the certificates, with the signatures on the certificates or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 to the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and such stockholder's certificates for Shares are not immediately available or time will not permit all required documents to reach the Depositary prior to the Expiration Date or the procedure for book-entry transfer cannot be completed on a timely basis, such Shares may nevertheless be tendered if such tender complies with all of the following guaranteed delivery procedures:

(i) the tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Offeror herewith, is received by the Depositary, as provided below, prior to the Expiration Date; and

(iii) the certificates representing all tendered Shares, in proper form for transfer, or a Book-Entry Confirmation with respect to all Tendered Shares, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other documents required by the Letter of Transmittal, are received by the Depositary within three New York Stock Exchange ('NYSE') trading days after the date of such Notice of Guaranteed Delivery. If certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) must accompany each such delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery.

THE METHOD OF DELIVERY OF CERTIFICATES REPRESENTING SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE OPTION AND SOLE RISK OF THE TENDERING STOCKHOLDER AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Notwithstanding any other provision hereof, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) certificates for the Shares (or a Book-Entry Confirmation) and (ii) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other documents required by the Letter of Transmittal (or, as applicable, an Agent's Message).

BACKUP FEDERAL INCOME TAX WITHHOLDING. TO PREVENT FEDERAL INCOME TAX BACKUP WITHHOLDING WITH RESPECT TO PAYMENT OF THE PURCHASE PRICE OF SHARES PURCHASED PURSUANT TO THE OFFER, EACH STOCKHOLDER MUST PROVIDE THE DEPOSITARY WITH ITS CORRECT TAXPAYER IDENTIFICATION NUMBER AND CERTIFY THAT IT IS NOT SUBJECT TO BACKUP FEDERAL INCOME TAX WITHHOLDING BY COMPLETING THE SUBSTITUTE FORM W-9 INCLUDED IN THE LETTER OF TRANSMITTAL. SEE INSTRUCTION 10 SET FORTH IN THE LETTER OF TRANSMITTAL.

Determinations of Validity. All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Offeror, in its sole discretion, and its determination will be final and binding on all parties. Offeror reserves the absolute right to reject any or all tenders of any Shares that are determined by it not to be in proper form or the acceptance of or payment for which may, in the opinion of Offeror, be unlawful. Offeror also reserves the absolute right to waive any of the conditions of the Offer (other than as prohibited by the Merger Agreement, as described in Section 1, 'Terms of the Offer') or any defect or irregularity in the tender of any Shares. Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the Instructions to the Letter of Transmittal) will be final and binding on all parties. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of Offeror, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

Other Requirements. By executing the Letter of Transmittal as set forth above, a tendering stockholder irrevocably appoints designees of Offeror as the attorneys-in-fact and proxies of such stockholder, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Offeror (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after October 31, 1999), including, without limitation, the right to vote such Shares in such manner as such attorney and proxy or his substitute shall, in his sole discretion, deem proper. All such powers of attorney and proxies shall be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Offeror accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney and proxies given by the stockholder with respect to such Shares will be revoked, without further action, and no subsequent powers of attorney and proxies may be given (and, if given, will be deemed ineffective). The designees of Offeror will, with respect to the Shares for which such appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they in their sole judgment deem proper. Offeror reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the acceptance for payment of such Shares, Offeror or its designees must be able to exercise full voting rights with respect to such Shares.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer as well as the tendering stockholder's representation and warranty that (a) such stockholder has a net long position in the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act and (b) the tender of such Shares complies with Rule 14e-4. It is a violation of Rule 14e-4 for a person, directly or indirectly, to tender Shares for such person's own account unless, at the time of tender, the person so tendering (i) has a net long position equal to or greater than the amount of (x) Shares tendered or (y) other securities immediately convertible into or exchangeable or exercisable for the Shares tendered and such person will acquire such Shares for tender by conversion, exchange or exercise and (ii) will cause such

Shares to be delivered in accordance with the terms of the Offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. Offeror's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and Offeror upon the terms and subject to the conditions of the Offer.

4. WITHDRAWAL RIGHTS.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment pursuant to the Offer, may also be withdrawn at any time after January 3, 2000. If purchase of or payment for Shares is delayed for any reason or if Offeror is unable to purchase or pay for Shares for any reason, then, without prejudice to Offeror's rights under the Offer, tendered Shares may be retained by the Depositary on behalf of Offeror and may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as set forth in this Section 4, subject to Rule 14e-1(c) under the Exchange Act which provides that no person who makes a tender offer shall fail to pay the consideration offered or return the securities deposited by or on behalf of security holders promptly after the termination or withdrawal of the Offer.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name in which the certificates representing such Shares are registered, if different from that of the person who tendered the Shares. If certificates for Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer set forth in Section 3, 'Procedure for Tendering Shares,' any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Offeror, in its sole discretion, and its determination will be final and binding on all parties. None of Offeror, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

Any Shares properly withdrawn will be deemed not validly tendered for purposes of the Offer, but may be returned at any subsequent time prior to the Expiration Date by following any of the procedures described in Section 3, 'Procedure for Tendering Shares.'

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES.

The following is a summary of the principal federal income tax consequences of the Offer and the Merger to holders whose Shares are purchased pursuant to the Offer or whose Shares are converted to cash in the Merger (including pursuant to the exercise of appraisal rights). The discussion applies only to holders of Shares in whose hands Shares are capital assets, and may not apply to Shares received pursuant to the exercise of employee stock options or otherwise as compensation, or to holders of Shares who are in special tax situations (such as insurance companies, tax-exempt organizations or non-U.S. persons), or to persons holding Shares as part of a 'straddle,' 'hedge,' or 'conversion transaction.' This discussion does not address any aspect of state, local or foreign taxation.

THE FEDERAL INCOME TAX CONSEQUENCES SET FORTH BELOW ARE INCLUDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE BASED UPON CURRENT LAW. BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, EACH HOLDER OF SHARES SHOULD CONSULT SUCH HOLDER'S OWN TAX ADVISOR TO DETERMINE THE APPLICABILITY OF THE RULES

DISCUSSED BELOW TO SUCH STOCKHOLDER AND THE PARTICULAR TAX EFFECTS OF THE OFFER AND THE MERGER, INCLUDING THE APPLICATION AND EFFECT OF STATE, LOCAL AND OTHER TAX LAWS.

The receipt of cash for Shares pursuant to the Offer or the Merger (including pursuant to the exercise of appraisal rights) will be a taxable transaction for federal income tax purposes (and also may be a taxable transaction under applicable state, local and other income tax laws). In general, for federal income tax purposes, a holder of Shares will recognize gain or loss equal to the difference between the holder's adjusted tax basis in the Shares sold pursuant to the Offer or converted to cash in the Merger and the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer or converted to cash in the Merger. Such gain or loss will be capital gain or loss (other than, with respect to the exercise of appraisal rights, amounts, if any, which are or are deemed to be interest for federal income tax purposes, which amounts will be taxed as ordinary income) and will be (i) long-term gain or loss if, on the date of sale (or, if applicable, the date of the Merger), the Shares were held for more than one year. In the case of an individual, net long-term capital gain may be subject to a reduced rate of tax and net capital losses may be subject to limits on deductibility.

Payments in connection with the Offer or the Merger may be subject to 'backup withholding' at a 31% rate. Backup withholding generally applies if the stockholder (a) fails to furnish its social security number or other taxpayer identification number ('TIN'), (b) furnishes an incorrect TIN, (c) fails properly to include a reportable interest or dividend payment on its federal income tax return or (d) under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons generally are entitled to exemption from backup withholding, including corporations and financial institutions. Certain penalties apply for failure to furnish correct information and for failure to include reportable payments in income. Each stockholder should consult with his own tax advisor as to his qualification for exemption from backup withholding and the procedure for obtaining such exemption. Tendering stockholders may be able to prevent backup withholding by completing the Substitute Form W-9 included in the appropriate Letter of Transmittal.

6. PRICE RANGE OF SHARES; DIVIDENDS ON THE SHARES.

According to the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (the 'Company 10-K'), the Shares trade on the NYSE under the symbol 'TSX.' The Company completed its initial public offering in May 1998 (the third quarter of its fiscal year 1998).

According to the Company 10-K, it is the Company's policy not to pay dividends but, instead, to retain earnings to support the growth of its operations and to reduce its outstanding debt, and the Company's credit agreement limits the Company's ability to pay dividends in any fiscal year. Pursuant to the Merger Agreement, the Company has agreed not to declare, set aside for payment or pay any dividends or other distributions with respect to the Shares prior to consummation of the Merger (except the declaration and payment of dividends by a wholly owned subsidiary of the Company to its parent). The following table sets forth the high and low sales prices per Share on the NYSE for the periods indicated, as reported in published financial sources.

	HIGH	LOW
Year Ended September 30, 1998:		
Third Quarter	$17.31	$14.00
Fourth Quarter	16.31	6.00
Year Ended September 30, 1999:		
First Quarter	11.13	5.13
Second Quarter	9.75	5.88
Third Quarter	10.63	6.88
Fourth Quarter	9.06	5.13
Year Ending September 30, 2000:		
First Quarter (through November 4, 1999)	9.25	5.25

The closing sale price per Share on the NYSE on October 29, 1999, the last full day of trading prior to the public announcement of Offeror's intention to make the Offer, was $6.63. The closing sale price per Share on the NYSE on November 4, 1999, the last full day of trading prior to the commencement of the Offer, was $9.00. Stockholders are urged to obtain current market quotations for the Shares and to review all information received by them from the Company, including the materials referred to in Section 8, 'Certain Information Concerning the Company.'

7. EFFECT OF OFFER ON NEW YORK STOCK EXCHANGE LISTING, MARKET FOR SHARES AND SEC REGISTRATION.

The purchase of the Shares by Offeror pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and may reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares, if any, held by stockholders other than Offeror.

The Shares are currently listed and traded on the NYSE, which constitutes the principal trading market for the Shares. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements of the NYSE for continued listing and may, therefore, be delisted from such exchange. According to the NYSE's published guidelines, the NYSE will consider delisting shares if, among other things, the number of publicly held shares (excluding shares held by officers, directors, their immediate families and other concentrated holdings of 10% or more) is less than 600,000 (subject to proportionate reduction if the unit of trading is less than 100 shares) or there are fewer than 400 stockholders (or, if the average trading volume for the most recent 12 months is less than 100,000 shares, fewer than 1,200 stockholders). The Company 10-K states that, as of December 10, 1998, the Company had approximately 470 holders of record of Shares, and the Company represented in the Merger Agreement that, as of the date thereof, 17,277,054 Shares were outstanding. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the requirements of the NYSE for continued listing and the listing of Shares is discontinued, the market for the Shares could be adversely affected.

If the NYSE was to delist the Shares, it is possible that the Shares would trade on another securities exchange or in the over-the-counter market and that price quotations for the Shares would be reported by such exchange or through the National Association of Securities Dealers Automated Quotation National Market System or other sources. The extent of a public market for the Shares and availability of such quotations would, however, depend upon such factors as the number of holders and/or the aggregate market value of the publicly held Shares at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration of the Shares under the Exchange Act and other factors.

The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application by the Company to the Commission if there are fewer than 300 record holders of Shares. If such registration was terminated, the Company would no longer legally be required to disclose publicly in proxy materials distributed to stockholders the information which it now must provide under the Exchange Act or to make public disclosure of financial and other information in annual, quarterly and other reports required to be filed with the Commission under the Exchange Act; the officers, directors and 10% stockholders of the Company would no longer be subject to the 'short-

swing' insider trading reporting and profit recovery provisions of the Exchange Act or the proxy statement requirements of the Exchange Act in connection with stockholders' meetings; and the Shares would no longer be eligible for NYSE reporting or for continued inclusion on the Federal Reserve Board's 'margin list.' Furthermore, if such registration was terminated, persons holding 'restricted securities' of the Company may be deprived of their ability to dispose of such securities under Rule 144 promulgated under the Securities Act of 1933, as amended (the 'Securities Act').

Offeror intends to seek delisting of the Shares from the NYSE and to cause the Company to apply for termination of registration of the Shares under the Exchange Act as soon after the completion of the Offer as the requirements for such delisting and termination are met. If registration of the Shares is not terminated prior to the Merger, then the Shares will cease to be reported on the NYSE and the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

8. CERTAIN INFORMATION CONCERNING THE COMPANY.

Except as specifically set forth herein, the information concerning the Company contained in this Offer to Purchase has been taken from or is based upon publicly available documents and records on file with the Commission and other public sources. Neither Parent nor Offeror has any knowledge that would indicate that any statements contained herein based on such documents and records are untrue. However, neither Parent nor Offeror assumes any responsibility for the accuracy or completeness of the information concerning the Company, whether furnished by the Company or contained in such documents and records, or for any failure by the Company to disclose events which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to Offeror.

The Company is a Delaware corporation with its principal executive offices located at 2527 Willowbrook Road, Suite 200, Dallas, Texas 75220-4420. According to the Company 10-K, the Company is both (i) a leading distributor of aerospace fasteners, fastening systems and related hardware and (ii) a leading provider of customized inventory management services to original equipment manufacturers of aircraft and aircraft components, to commercial airlines, and to aircraft maintenance, repair and overhaul facilities, based on annual sales by the Company and its competitors in the aerospace hardware industry.

Set forth below is certain summary consolidated financial information with respect to the Company and its subsidiaries excerpted or derived from the consolidated financial statements presented in the Company 10-K. More comprehensive financial information is included in that report and in other documents filed by the Company with the Commission (which may be inspected or obtained in the manner set forth below), and the following summary is qualified in its entirety by reference to those materials and all of the financial information and notes contained therein or incorporated therein by reference.

TRISTAR AEROSPACE CO.
SELECTED CONSOLIDATED FINANCIAL INFORMATION
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	YEAR ENDED SEPTEMBER 30,		
	1998	1997	1996
CONSOLIDATED STATEMENT OF OPERATIONS DATA:			
Revenues	$185,945	$140,719	$ 3,555
Gross profit	59,573	44,326	1,113
Selling, general and administrative expenses	27,944	21,048	463
Compensation expense of stock options	1,486	--	--
Operating income	30,143	23,278	650
Interest expense and other income	5,311	5,116	184
Provision for income taxes	9,048	6,559	177
Net income	15,783	11,603	289
Earnings per share:			
Basic	$ 0.94	$ 0.73	$ 0.02
Diluted	0.88	0.70	0.02
Weighted average shares Outstanding:			
Basic	16,741	15,897	15,118
Diluted	18,011	16,509	15,118

	AT SEPTEMBER 30,		
	1998	1997	1996
CONSOLIDATED BALANCE SHEET DATA:			
Current assets	$141,915	$ 99,680	$86,611
Total assets	155,758	110,235	97,216
Current liabilities	27,219	28,076	22,308
Long-term debt, less current maturities	75,000	49,000	55,500
Stockholders' equity	53,539	33,159	19,408

Results for Fiscal Year 1999; Forecasts for Fiscal Years 2000 and 2001. On November 4, 1999, the Company released its unaudited results for fiscal year 1999. Also, during the course of discussions between Parent and the Company that led to the execution of the Merger Agreement (see Section 11, 'Background of Offer'), the Company provided Parent with certain information relating to the Company which may not be publicly available. The information most recently provided to Parent included the Company's financial forecasts for fiscal years 2000 and 2001. The forecasts were developed by the Company's senior management based on their assumptions for macroeconomic conditions, industry conditions, revenues, gross profits and operating expenses. That information is summarized below (the following information has been excerpted from the materials presented to Parent and does not reflect consummation of the Offer or the Merger):

TRISTAR AEROSPACE CO.
UNAUDITED FINANCIAL INFORMATION FOR FISCAL YEAR 1999
AND FORECASTED FINANCIAL INFORMATION FOR FISCAL YEARS 2000 AND 2001
(IN THOUSANDS)

	YEAR ENDED SEPTEMBER 30,		
	2001	2000	1999
CONSOLIDATED STATEMENT OF OPERATIONS DATA:			
Revenues	$231,260	$219,837	$207,442
Gross profit	67,065	65,346	65,568
Selling, general and administrative expenses	37,154	36,921	32,592
Operating income	29,911	28,425	32,976
Interest expense and other income	7,168	8,457	7,543
Provision for income taxes	8,870	7,787	9,846
Net income	13,873	12,180	15,587

The Company has advised Parent as follows: The foregoing forecasts for fiscal years 2000 and 2001 contain 'forward-looking statements' within the meaning of Section 21E of the Exchange Act.

Forward-looking statements also include any assumptions relating to the foregoing. Certain important factors which may cause actual results to vary materially from such forward-looking statements appear under the heading 'Risk Factors' in the Company 10-K. A copy of that report may be obtained at the offices of the Commission in the same manner as set forth below under 'Available Information.' All subsequent written or oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified by those factors.

The Company has informed Parent that the Company does not as a matter of course make public any forecasts or projections as to future performance or earnings; the forecasts set forth above are included in this Offer to Purchase only because the information was made available to Parent by the Company. The Company has informed Parent that the forecasts were prepared for internal use and were not prepared with a view to public disclosure or compliance with the published guidelines of the Commission or the guidelines established by the American Institute of Certified Public Accountants regarding projections or forecasts. The Company has also informed Parent that the forecasts were prepared using accounting policies consistent with the Company's actual results for fiscal 1999 and that a summary of those accounting policies is located in the Company 10-K. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. The Company has informed Parent that the forecasts were based on assumptions showing a reduction in the revenue growth rate and gross profit margin for the years 2000 and 2001, that such reduction is due to an expected slowdown in the aircraft production rate of the commercial transport sector which would result in lower demand for aerospace hardware, and that the impact of the expected commercial transport production decline could be more or less significant than management anticipates as a result of numerous economic and market factors beyond the Company's control. Forecasted information of this type is based on estimates and assumptions that are inherently subject to significant economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Company, Offeror or Parent or their respective advisors. Many of the assumptions upon which the forecasts were based, none of which were approved by Parent or Offeror, are dependent upon economic forecasting (both general and specific to the Company's businesses), which is inherently uncertain and subjective. The inclusion of the foregoing forecasts should not be regarded as an indication that the Company, Offeror, Parent or any other person who received such information considers it an accurate prediction of future events, and neither Offeror nor Parent has relied on them as such. None of the Company, Offeror or Parent or their advisors assumes any responsibility for the accuracy or validity of any of the forecasts.

Available Information. The Company is subject to the information and reporting requirements of the Exchange Act and, in accordance therewith, is obligated to file reports and other information with the Commission relating to its business, financial condition, and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of the Company's securities, any material interests of such persons in transactions with the Company, and other matters is required to be disclosed in proxy statements distributed to the Company's stockholders and filed with the Commission. Such reports, proxy statements, and other information should be available for inspection at the Commission's Public Reference Room, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and copies should be obtainable upon payment of the Commission's customary charges by writing to the Commission's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. Such material should also be available for inspection and copying at the regional offices of the Commission located at Seven World Trade Center, 13th Floor, New York, New York, 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. The Commission also maintains a World Wide Web site on the Internet at http://www.sec.gov that contains reports, proxy statements and other information regarding registrants that file electronically with the Commission.

9. CERTAIN INFORMATION CONCERNING OFFEROR AND PARENT.

Information Concerning Offeror

Offeror, a Delaware corporation, was recently incorporated for the purpose of making the Offer and consummating the Merger. All of the outstanding capital stock of Offeror is owned by Parent. Until

immediately prior to the time it purchases Shares pursuant to the Offer, it is not anticipated that Offeror will have any significant assets or liabilities or engage in activities other than those incidental to its formation and capitalization and the transactions contemplated by the Offer and the Merger. Since Offeror is newly formed and has minimal assets and capitalization, no meaningful financial information is available for it. Offeror is not subject to the informational filing requirements of the Exchange Act.

The principal executive offices of Offeror are located at 101 Columbia Road, Morris Township, New Jersey 07962, telephone 973-455-2000. The name, business address, past and present principal occupations and citizenship of each of the directors and executive officers of Offeror are set forth in Annex I to this Offer to Purchase.

Information Concerning Parent

Parent, a Delaware corporation, is a leading advanced technology and manufacturing company serving customers worldwide with aerospace products and services, automotive products, chemicals, fibers, plastics and advanced materials. Parent operates through eleven strategic business units that offer products and services which are sold principally for use in the following applications: commercial and military aviation, defense, space, automotive and heavy vehicles, electronics, carpeting, refrigeration, construction, computers, utilities, pharmaceutical and agriculture.

Parent's strategic business units have been aggregated into five reportable segments. A description of Parent's five reportable segments follows:

(i) Aerospace Systems. Parent's Aerospace Systems segment accounted for approximately 32% of Parent's 1998 total sales. This segment provides sales and service for a wide range of aerospace products for both original equipment manufacturers and aftermarket customers, including:

(a) systems and components for commercial, military, regional and general aviation aircraft, including environmental control systems, aircraft wheels and brakes, power generation systems and engine controls;

(b) advanced electronics, avionics and lighting for military aircraft, defense and space stations, large and regional air transport, business and general aviation, including communications, navigation, flight control and management, weather radar systems, microwave landing and electronic systems, flight guidance and control systems, sensors and components, automatic test systems, cockpit display systems and internal and external aircraft lighting;

(c) maintenance, repair and overhaul services and spares and hardware sales to support aerospace aftermarket customers; and

(d) management and technical services for the government.

(ii) Specialty Chemicals & Electronic Solutions. Parent's Specialty Chemicals & Electronic Solutions segment accounted for approximately 15% of Parent's 1998 total sales. This segment manufactures engineered materials used in numerous applications and technologically advanced materials used in the manufacturing of electronics and semiconductors. The Specialty Chemicals & Electronic Solutions segment's products include:

(a) specialty and fine chemical products, including hydrofluoric acid, polyethylene and petroleum-based specialty waxes and wax blends, environmentally safer fluorocarbons, pharmaceutical bulk active and advanced intermediate chemicals and process technology, for use in a diverse range of applications, including pharmaceutical, polymer, crop protection, petroleum, personal care products, security coding, semiconductor, air conditioning and refrigeration, medical, coatings, textile, electronics and nuclear; and

(b) materials and solutions for the global electronics market, including printed circuit boards, interconnect materials and solutions for semiconductor wafer manufacturing, electron beam curing equipment and amorphous metals.

(iii) Turbine Technologies. Parent's Turbine Technologies segment accounted for approximately 24% of Parent's 1998 total sales. This segment provides products based on technologically advanced turbine applications. Turbine Technologies' products include:

(a) auxiliary power units for commercial and regional airlines and business and military aircraft;

(b) turbofan, turboshaft and turboprop propulsion engines for business aviation, regional airlines, military aircraft and marine and industrial markets; and

(c) turbochargers, charged air coolers, radiators and complete cooling modules for passenger cars, racecars, trucks, buses, agricultural equipment, diesel locomotives and marine, mining, construction, military, aviation, and power generation applications.

(iv) Performance Polymers. Parent's Performance Polymers segment accounted for approximately 13% of Parent's 1998 total sales. This segment manufactures high performance fibers, specialty films, plastics and intermediate chemicals such as caprolactam, the base chemical used to make nylon. These products have broad applications in industries such as commercial and residential carpeting, autos and auto components, food and pharmaceutical packaging, specialty chemicals and electronics.

(v) Transportation Products. Parent's Transportation Products segment accounted for approximately 16% of Parent's 1998 total sales. This segment provides parts, supplies and systems for vehicles to both original equipment manufacturers and aftermarket customers. Transportation Products manufactures and distributes:

(a) well-recognized consumer-branded automotive products for aftermarket customers, as well as to automotive original equipment manufacturers and installers, such as oil and air filters (FRAM'r'), spark plugs (Autolite'r') and car care products including antifreeze, windshield washer fluids and waxes, washes and specialty cleaners (for example, Prestone'r' and Simoniz'r');

(b) brake friction materials, including disc brake pads and drum brake linings, and aftermarket brake hard parts, used for a broad range of car, truck, railway and aerospace applications worldwide; and

(c) air brake and filtration systems and components for heavy-duty trucks, tractors, trailers, buses and other commercial vehicles sold through a joint venture owned 65% by Parent and 35% by Knorr-Bremse AG of Germany.

The principal executive offices of Parent are located at 101 Columbia Road, Morris Township, New Jersey 07692, telephone 973-455-2000. The name, business address, past and present principal occupations and citizenship of each of the directors and executive officers of Parent are set forth in Annex I to this Offer to Purchase.

Parent is subject to the informational filing requirements of the Exchange Act. Reports filed by Parent with the Commission may be inspected and copies obtained at the offices of the Commission in the same manner as set forth with respect to the Company in Section 8, 'Certain Information Concerning the Company -- Available Information.' In addition, stockholders of the Company may also obtain copies of Parent's 1998 Annual Report by contacting the Office of the Secretary of Parent at Parent's principal executive offices set forth above.

Information Concerning Merger of Parent and Honeywell

On June 7, 1999, Parent and Honeywell Inc. ('Honeywell') announced that they had entered into a merger agreement providing for the combination of the two companies. Under that agreement, Parent will be renamed Honeywell International Inc. ('Honeywell International') at the effective time of the combination. When the combination is completed, Honeywell stockholders will be entitled to receive 1.875 shares of Honeywell International common stock for each share of Honeywell common stock plus cash in lieu of any fractional shares. Blossom Acquisition Corp., a wholly owned subsidiary of Parent, will merge with and into Honeywell at the effective time of the combination, and Honeywell will become a wholly owned subsidiary of Honeywell International. The headquarters of Honeywell International will remain in Morris Township, New Jersey at the current location of Parent's headquarters.

The combination with Honeywell is subject to approval by both Parent and Honeywell stockholders and by European Commission and U.S. antitrust regulators, as well as to other customary

conditions. The stockholders of Parent and Honeywell voted to approve the combination at special meetings held on September 1, 1999. In addition, Parent expects that the U.S. Department of Justice will not challenge the proposed combination, subject to final entry of a consent decree requiring the divestiture of portions of Parent's and Honeywell's avionics businesses accounting for approximately $250 million in revenues in 1998. Parent expects that the combination will be completed by the end of 1999.

Honeywell was founded in 1885 with the invention of the automatic thermostat control for home heating and has evolved into what is today one of the leading technology and controls companies in the world, serving customers in homes and commercial buildings, in industry, and in space and aviation. Honeywell has three businesses, all with a focus on controls:

(i) Home and Building Control. Honeywell's Home and Building Control business is a global provider of comfortable, healthy, safe and energy-efficient indoor environments, offering more than 3,500 products to both the consumer and the building industry. The Home and Building Control business provides products, services and solutions to create efficient, safe, comfortable indoor environments, offering controls for heating, ventilating, humidification and air-conditioning equipment; security and fire alarm systems; home automation systems; energy-efficient lighting controls; and building management systems and services. This business accounted for approximately 41% of Honeywell's 1998 total sales.

(ii) Industrial Control. Honeywell is a worldwide provider of automation solutions from sensors to integrated systems, serving industries such as hydrocarbon processing, chemicals, and pulp and paper. The Industrial Control business provides one-stop, integrated automation solutions, including systems, products and services for process industries such as hydrocarbon processing, chemicals, and pulp and paper, and manufactures switches and sensors for use in vehicles, consumer products, data communication and industrial process applications and systems, as well as smart position-sensing devices and systems used in factories and package distribution systems. The Industrial Control business accounted for approximately 30% of Honeywell's 1998 total sales.

(iii) Space and Aviation Control. Honeywell is a supplier of avionics systems and products for the commercial, military and space markets with customers ranging from aircraft manufacturers and business aircraft operators to prime space contractors and the U.S. government. Honeywell's systems are on board virtually every commercial aircraft produced in the Western world and every manned flight launched in the United States. This business accounted for approximately 28% of Honeywell's 1998 total sales.

The foregoing description of Honeywell was obtained from Honeywell's filings with the Commission and other public sources, and neither Parent nor Offeror assumes any responsibility for the accuracy or completeness of the description. For more information about the proposed combination with Honeywell, you may refer to the joint proxy statement/prospectus filed by Parent and Honeywell with the SEC and dated July 23, 1999 (Registration No. 333-82049) (the 'Joint Prospectus'). Copies of that filing, as well as other filings by Honeywell with the Commission, may be inspected and copies obtained at the offices of the Commission in the same manner as set forth with respect to the Company in Section 8, 'Certain Information Concerning the Company -- Available Information.'

Financial Information Concerning Parent

Set forth below is a summary of certain consolidated financial data concerning Parent excerpted or derived from the consolidated financial statements presented in the Parent's Annual Reports on Form 10-K for the fiscal years ended December 31, 1998 and 1997, Parent's Quarterly Report on Form 10-Q for the second quarter ended June 30, 1999, Parent's Quarterly Report on Form 10-Q for the second quarter ended June 30, 1998, and Parent's Quarterly Report on Form 10-Q for the second quarter ended June 30, 1997, all of which are incorporated herein by this reference. Copies of those reports may be obtained at the offices of the Commission in the same manner as set forth with respect to the Company in Section 8, 'Certain Information Concerning the Company -- Available Information.'

ALLIEDSIGNAL INC.
SELECTED CONSOLIDATED FINANCIAL INFORMATION
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	SIX MONTHS ENDED JUNE 30,			YEAR ENDED DECEMBER 31,		
	1999*	1998*	1997*	1998	1997	1996
CONSOLIDATED STATEMENT OF INCOME DATA:						
Net sales	$ 7,414	$ 7,515	$ 6,905	$15,128	$14,472	$13,971
Net income	735	650	564	1,331	1,170	1,020
Earnings per share:						
Basic	$ 1.33	$ 1.15	$ 1.00	$ 2.37	$ 2.07	$ 1.80
Assuming dilution	1.30	1.13	$ 0.97	2.32	2.02	1.76

	AT JUNE 30,			AT DECEMBER 31,		
	1999*	1998*	1997*	1998	1997	1996
CONSOLIDATED BALANCE SHEET DATA:						
Net working capital	$ 1,291	$ 1,394	$ 2,044	$ 408	$ 1,137	$ 2,143
Total assets	14,089	13,897	12,912	15,560	13,707	12,829
Long-term debt	1,453	1,638	1,263	1,476	1,215	1,317
Shareowner's equity	5,026	4,823	4,352	5,297	4,386	4,180

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* Unaudited.

10. SOURCE AND AMOUNT OF FUNDS.

If all Shares (including Shares covered by vested options (other than out-of-the-money Options) outstanding at October 31, 1999) are tendered to and purchased by Offeror, the aggregate purchase price, together with Parent's estimated related fees and expenses, will be approximately $189 million. Offeror intends to obtain all of such funds from Parent which in turn would obtain such funds from Parent's working capital. Although Parent has sufficient working capital to consummate the Offer, Parent contemplates augmenting its working capital in the near future through the issuance of commercial paper in the public markets at prevailing market terms. Except for the issuance of commercial paper, no funds are expected to be, directly or indirectly, borrowed from any third party for the purpose of the Offer. The Offer is not conditioned on Offeror or Parent obtaining any financing.

11. BACKGROUND OF THE OFFER.

Parent's management continually reviews the results of operations of participants in the aerospace industry. The Company engages in lines of business complementary to those of Parent's Hardware Product Group, a global distributor of aerospace consumable hardware and an operating unit within Parent's Aerospace Services strategic business unit ('Aerospace Services'). Accordingly, Parent is familiar with the business activities of the Company.

At the request of Parent, on March 31 and April 1, 1999, P. Quentin Bourjeaurd, Chairman, President and Chief Executive Officer of the Company, met with Thomas Schmidt, former Vice President and General Manager, Hardware Product Group, and Ricardo Navarro, Director, Corporate Development, of Parent, in Dallas, Texas. They were joined by James Taiclet, President, Aerospace Services, on April 1, 1999. The parties discussed the Company's willingness to explore possible strategic alternatives involving Parent, including a possible acquisition of the Company. The parties concluded the meeting by determining that they should pursue further discussions.

On April 5, 1999, Parent and the Company executed a Confidentiality Agreement, which required each party and its representatives to maintain the confidentiality of certain information provided to them by or on behalf of the other party, and which also included customary standstill provisions entered into by Parent with respect to the Company.

On May 5, 1999, representatives of Parent, including Mr. Taiclet and James Gelly, currently Vice President and Treasurer of Parent, telephoned Mr. Bourjeaurd to express Parent's continued willingness to explore Parent's possible acquisition of the Company. Messrs. Taiclet and Gelly requested that the

Company provide Parent with preliminary information regarding the Company's business and operations and stated that Parent would review that information and contact the Company regarding its willingness to make a proposal. Mr. Bourjeaurd agreed to Parent's request to conduct due diligence. On May 12, 1999, Goldman, Sachs & Co., the Company's financial advisor, forwarded preliminary materials regarding the Company to Parent for its review.

In early June 1999, Mr. Taiclet called Mr. Bourjeaurd and requested permission for Parent to conduct further due diligence on the Company. In response to Mr. Taiclet's request, on June 17 and 18, 1999, representatives of Parent met with representatives of the Company in Dallas to conduct both an on-site and off-site review of the Company's business and operations. During the course of such review, the Company provided Parent with financial forecasts for the remainder of fiscal year 1999 as well as fiscal years 2000 and 2001.

On June 23, 1999, Mr. Taiclet and Mr. Bourjeaurd met in Phoenix, Arizona. At that meeting, Mr. Taiclet indicated that, based upon Parent's due diligence to date, and subject to further due diligence, Parent would be willing to consider a possible acquisition of the Company at a price around $10 per Share. Mr. Bourjeaurd stated that the Company was unwilling to pursue further discussions on that basis. Promptly thereafter, the Company requested that Parent return or destroy all due diligence materials previously furnished to Parent.

In mid-September 1999, Robert D. Johnson, President and Chief Executive Officer of AlliedSignal Aerospace, spoke with Brian Barents, an outside director of the Company, and indicated that Parent might be willing to renew discussions. Mr. Bourjeaurd called Mr. Taiclet on September 21, 1999, and inquired as to whether Parent was interested in resuming discussions concerning a possible business combination between the Company and Parent. Mr. Taiclet indicated that he was willing to meet with Mr. Bourjeaurd to discuss Parent's interest in pursuing an acquisition of the Company. Accordingly, on October 1, 1999, Mr. Taiclet met with Mr. Bourjeaurd in Dallas. During that meeting, Mr. Taiclet expressed Parent's willingness to consider a possible acquisition of the Company at a price of $8.50 to $11 per Share, subject to Parent's completion of its due diligence review, including a review of the Company's revised financial forecasts.

On October 12, 1999, Mr. Bourjeaurd and Douglas Childress, Chief Financial Officer of the Company, together with representatives of Goldman, Sachs & Co., met in Phoenix with Jeffrey Reichard, Vice President and General Manager, Hardware Product Group, and other representatives of Parent. The Company reviewed with Parent its estimated financial results for fiscal year 1999 and revised financial forecasts for fiscal years 2000 and 2001. Also at that meeting, Parent provided the Company with additional due diligence requests. Mr. Bourjeaurd requested that Parent express a more specific price range for the Company's Shares prior to the Company permitting Parent to complete its due diligence review. In a series of telephone calls on October 19, 1999, Mr. Taiclet advised Mr. Bourjeaurd that Parent was interested in acquiring the Company at a price range of $8.50 to $9.50 per Share, subject to its satisfactory completion of its remaining due diligence. Mr. Bourjeaurd agreed to permit Parent to proceed with its due diligence review.

From October 26 through October 29, 1999, Parent continued its due diligence review of the Company, and at Parent's request the Company provided Parent with updated financial forecasts for fiscal years 2000 and 2001, as well as a copy of its unaudited results for fiscal year 1999. Also during that period, representatives of Parent and the Company met in person in Dallas and engaged in telephonic discussions to negotiate the terms of the Merger Agreement and the Shareholders Agreement and, at the request of Parent, an amendment to Mr. Bourjeaurd's employment agreement (the 'Employment Agreement Amendment').

In the late afternoon of Friday, October 29, 1999, representatives of Parent conveyed to Mr. Bourjeaurd a proposal of $9.50 per Share, subject to completion of remaining due diligence, which Parent expected to complete by October 31. On the afternoon of Sunday, October 31, 1999, Parent completed its due diligence review of the Company, and Mr. Taiclet and Martin Cohen (Vice President, Corporate Development, of Parent) called Mr. Bourjeaurd and stated that Parent was willing to acquire the Company at a price of $9.50 per Share in cash, subject to the satisfactory completion of definitive documentation. Representatives of Parent and the Company thereafter concluded their negotiations of such definitive documentation.

The Merger Agreement, the Shareholders Agreement and the Employment Agreement Amendment were executed and delivered in the evening of October 31, 1999. On the morning of November 1, 1999, the Company and Parent announced in a press release the execution of the Merger Agreement.

12. PURPOSE OF THE OFFER; THE MERGER; PLANS FOR THE COMPANY.

Purpose. The purpose of the Offer and the Merger is for Offeror to acquire control of, and the entire equity interest in, the Company. The purpose of the Merger is for Offeror to acquire all Shares not purchased pursuant to the Offer. Upon consummation of the Merger, the Company will become a wholly owned subsidiary of Offeror. The Offer is being made pursuant to the Merger Agreement.

Approval. Under the Delaware General Corporation Law, as amended (the 'DGCL'), the approval of the Board of Directors of the Company and the affirmative vote of the holders of a majority of the outstanding Shares may be required to approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger. The Board of Directors of the Company has unanimously approved and adopted the Merger Agreement and the transactions contemplated thereby, and, unless the Merger is consummated pursuant to the short-form merger provisions under the DGCL described below, the only remaining required corporate action of the Company is the approval and adoption of the Merger Agreement and the transactions contemplated thereby by the affirmative vote of the holders of a majority of the Shares. Accordingly, if the Minimum Condition is satisfied, Offeror will have sufficient voting power to cause the approval and adoption of the Merger Agreement and the transactions contemplated thereby without the affirmative vote of any other stockholders.

Stockholder Meetings. In the Merger Agreement, the Company has agreed, if a stockholder vote is required, to take all action necessary in accordance with the DGCL and its Certificate of Incorporation and By-laws to convene a meeting of its stockholders as promptly as practicable following consummation of the Offer for the purpose of considering and voting on the Merger. The Company, acting through its Board of Directors, has further agreed that if a stockholders' meeting is convened, the Board of Directors shall recommend that stockholders of the Company vote to approve the Merger, but that such recommendation may be withdrawn, modified or amended to the extent that the Board of Directors concludes, in good faith after consultation with its outside financial advisor, upon advice of outside legal counsel, that it is inconsistent with its fiduciary duties under applicable law not to do so. In the event that proxies are to be solicited from the Company's stockholders, the Company shall, if and to the extent requested by Offeror, use its reasonable efforts to solicit from stockholders of the Company proxies in favor of the Merger and shall take all other reasonable action necessary or, in the opinion of Offeror, helpful to secure a vote or consent of stockholders in favor of the Merger. At any such meeting, all of the Shares then owned by Offeror and by any of its subsidiaries, and all Shares for which the Company has received proxies to vote, will be voted in favor of the Merger. The Company has also agreed to postpone the holding of its Annual Meeting of Stockholders indefinitely pending consummation of the Merger unless the Company is otherwise required to hold such meeting by the DGCL.

Board Representation. If Offeror purchases Shares pursuant to the Offer that, together with Shares that Parent, Offeror or any of their affiliates beneficially own (excluding Shares held by the Company), constitute at least a majority of the outstanding Shares, the Merger Agreement provides that the Company shall increase the size of its Board of Directors to seven members and Offeror will be entitled to designate representatives to serve on the Board in the same proportion as the proportion of Shares beneficially owned by Parent and its subsidiaries (including Offeror) following such purchase (except that, prior to the Effective Time, at least one director of the Company shall be an independent director). See Section 13, 'The Transaction Documents -- The Merger Agreement -- Board of Directors.' Parent currently intends to designate a majority of the directors of the Company following consummation of the Offer. It is currently anticipated that Parent will designate some or all of Robert D. Johnson, Peter M. Kreindler, Steven R. Loranger, Donald J. Redlinger, James D. Taiclet and Richard F. Wallman, or such other persons listed on Annex I as Parent shall determine, to serve as directors of the Company following consummation of the Offer. Offeror expects that, subject to the exercise of such individuals' fiduciary duties consistent with the provisions of the DGCL, such representation would permit Offeror to exert substantial influence over the Company's conduct of its business and operations.

Short-form Merger. Under the DGCL, if Offeror acquires, pursuant to the Offer, at least 90% of the outstanding Shares, Offeror will be able to approve the Merger without a vote of the Company's stockholders. In such event, Parent and Offeror anticipate that they will take all necessary and appropriate action to cause the Merger to become effective as soon as reasonably practicable after such acquisition, without a meeting of the Company's stockholders. If, however, Offeror does not acquire at least 90% of the outstanding Shares pursuant to the Offer or otherwise and a vote of the Company's stockholders is required under the DGCL, a significantly longer period of time would be required to effect the Merger. Pursuant to the Merger Agreement, the Company has agreed to take all action necessary under the DGCL and its Certificate of Incorporation and By-laws to convene a meeting of its stockholders promptly following consummation of the Offer to consider and vote on the Merger, if a stockholders' vote is required.

Appraisal Rights. No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, stockholders will have certain rights under the DGCL to dissent and demand appraisal of, and to receive payment in cash of the fair value of, their Shares. Such rights to dissent, if the statutory procedures are met, could lead to a judicial determination of the fair value of the Shares, as of the day prior to the date on which the stockholders' vote was taken approving the Merger or similar business combination (excluding any element of value arising from the accomplishment or expectation of the Merger), required to be paid in cash to such dissenting holders for their Shares. In addition, such dissenting stockholders would be entitled to receive payment of a fair rate of interest from the date of consummation of the Merger on the amount determined to be the fair value of their Shares. In determining the fair value of the Shares, the court is required to take into account all relevant factors. Accordingly, such determination could be based upon considerations other than, or in addition to, the market value of the Shares, including, among other things, asset values and earning capacity. In Weinberger v. UOP, Inc., the Delaware Supreme Court stated, among other things, that 'proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court' should be considered in an appraisal proceeding. Therefore, the value so determined in any appraisal proceeding could be the same as, or more or less than, the purchase price per Share in the Offer or the Merger consideration.

In addition, several decisions by Delaware courts have held that, in certain circumstances, a controlling stockholder of a company involved in a merger has a fiduciary duty to other stockholders which requires that the merger be fair to such other stockholders. In determining whether a merger is fair to minority stockholders, Delaware courts have considered, among other things, the type and amount of consideration to be received by the stockholders and whether there was fair dealing among the parties. The Delaware Supreme Court stated in Weinberger and Rabkin v. Philip A. Hunt Chemical Corp. that the remedy ordinarily available to minority stockholders in a cash-out merger is the right to appraisal described above. However, a damages remedy or injunctive relief may be available if a merger is found to be the product of procedural unfairness, including fraud, misrepresentation or other misconduct.

Rule 13e-3. The Commission has adopted Rule 13e-3 under the Exchange Act which is applicable to certain 'going private' transactions and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer or otherwise in which Offeror seeks to acquire the remaining Shares not held by it. Offeror believes, however, that Rule 13e-3 will not be applicable to the Merger if the Merger is consummated within one year after the Expiration Date at the same per Share price as paid in the Offer. If applicable, Rule 13e-3 requires, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such transaction be filed with the Commission and disclosed to stockholders prior to consummation of the transaction.

Plans for the Company. Following the Offer and the Merger, Parent intends to integrate the Company into the Hardware Product Group and conduct the Company's business on a basis generally consistent with the Company's existing plans and programs. However, Parent will continue to evaluate the business and operations of the Company and will take such actions as it deems appropriate under the circumstances then existing.

Confidentiality; Standstill. In connection with granting Parent and its representatives access to certain confidential information of the Company, Parent executed a Confidentiality Agreement with the Company, dated April 5, 1999 and reaffirmed on October 7, 1999 (the 'Confidentiality Agreement'). Among other things, the Confidentiality Agreement provides that, for a period of 18 months from the date of the Confidentiality Agreement, Parent will not, without the prior consent of the Board of Directors of the Company or its designee, directly or indirectly, in any manner, do the following (the 'Standstill Provisions'), except with respect to certain permitted actions by benefit plan investment vehicles of Parent and its affiliates:

(a) acquire, offer or propose to acquire, solicit an offer to sell or agree to acquire, directly or indirectly, alone or in concert with others, by purchase or otherwise, any voting securities of the Company;

(b) make, or in any way participate in, directly or indirectly, alone or in concert with others, any 'solicitation' of 'proxies' (as such terms are used in the proxy rules promulgated pursuant to Section 14 of the Exchange Act) to vote, or seek to advise or influence in any manner whatsoever any person with respect to the voting of, any voting securities of the Company;

(c) form, join or in any way participate in a 'group' (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of the Company or any of its subsidiaries;

(d) acquire, offer to acquire or agree to acquire, directly or indirectly, alone or in concert with others, by purchase or otherwise, (i) any of the assets, tangible and intangible, of the Company or (ii) direct or indirect rights or options to acquire any assets of the Company or any of its subsidiaries or affiliates, except for such assets as are then being offered for sale by the Company or any of its subsidiaries or affiliates;

(e) arrange, or in any way participate, directly or indirectly, in any financing for the purchase of any voting securities of the Company or any of its subsidiaries;

(f) otherwise act, alone or in concert with others, to seek to propose to the Company or any of its subsidiaries or affiliates or any of their respective stockholders any merger, business combination, restructuring, recapitalization or other transaction involving the Company to or with Parent to otherwise seek, alone or in concert with others, to control, change or influence the management, board of directors or policies of the Company or any of its subsidiaries or affiliates;

(g) make any request or proposal to amend, waive or terminate any of the foregoing provisions or take any initiative with respect to the Company or any of its subsidiaries which could require the Company to make a public announcement regarding any such prohibited initiative referred to above; or

(h) announce an intention to do, or enter into any arrangement or understanding with others to do, any of the actions restricted or prohibited under the foregoing provisions.

The Company waived the Standstill Provisions with respect to the Offer and the Merger. In addition, in the Merger Agreement, the Company has agreed that, notwithstanding the Standstill Provisions and other provisions of the Confidentiality Agreement: (i) following any notification to Parent of a written proposal that permits the Company to negotiate with or furnish information to any third party in accordance with the Nonsolicitation Provisions (defined in Section 13, 'The Transaction Documents -- The Merger Agreement -- Nonsolicitation Obligations and Exceptions'), and until any transaction resulting from such proposal shall have either been consummated or the Company shall have received written notification that any such third party shall no longer seek to engage in such transaction with or involving the Company, Parent shall be entitled to propose or present to the Company any offer in response to such third party's offer, and (ii) if, from the date of the Merger Agreement until the effective time of the Merger (the 'Effective Time'), any third party shall announce its intention to commence, or shall commence, any tender offer to acquire Shares, Parent and Offeror shall be entitled to make any public announcement or proposal, or to take any other action it or they may deem appropriate, in response to such announcement or tender offer and which is consistent with their obligations under the Merger Agreement. See Section 13, 'The Transaction Documents -- The Merger Agreement -- Nonsolicitation Obligations and Exceptions.'

Extraordinary Corporate Transactions. Except as indicated in this Offer to Purchase, neither Parent nor Offeror have any present plans or proposals which relate to or would result in an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries, a sale or transfer of a material amount of assets of the Company or any of its subsidiaries or any material change in the Company's capitalization or dividend policy or any other material changes in the Company's corporate structure or business, or the composition of the Company's Board of Directors or management.

13. THE TRANSACTION DOCUMENTS.

THE MERGER AGREEMENT

Commencement. The Merger Agreement provides for the commencement of the Offer not later than five business days after the execution of the Merger Agreement, provided that none of the Offer Conditions has occurred. Parent, Offeror and the Company are required to use all reasonable efforts to take all action as may be reasonably necessary or appropriate in order to effectuate the Offer and the Merger as promptly as possible and to carry out the transactions provided for or contemplated by the Merger Agreement.

Merger. The Merger Agreement provides that, as soon as practicable after the approval and adoption of the Merger Agreement by the stockholders of the Company, to the extent required by Delaware law, and the satisfaction or waiver, if possible, of certain other conditions contained in the Merger Agreement, and in no event later than five business days after such satisfaction or waiver, Offeror (or another direct or indirect wholly owned subsidiary of Parent) will be merged with and into the Company (the 'Merger'), with the Company continuing as the surviving corporation (the 'Surviving Corporation') in the Merger under the corporate name it possesses immediately prior to the Effective Time. Notwithstanding the foregoing, the parties to the Merger Agreement have agreed that Offeror may revise the structure of the Merger (including merging the Company into Offeror or merging the Company with or into another direct or indirect wholly owned subsidiary of Parent) provided that any such restructuring does not adversely affect the stockholders of the Company or cause the Company to breach its representations and warranties under the Merger Agreement.

In the Merger Agreement, the Company has represented to Parent and Offeror that the Board of Directors of the Company has received the opinion of Goldman, Sachs & Co., the Company's financial advisor, to the effect that the $9.50 per Share in cash to be received by the holders of Shares (other than Parent or any subsidiary thereof) pursuant to the Offer and the Merger is fair from a financial point of view to such holders. A copy of that opinion is set forth in full as an appendix to the Company's Solicitation/Recommendation Statement on Schedule 14D-9 which is being mailed to the Company's stockholders, and stockholders are urged to read the opinion in its entirety.

Vote Required to Approve Merger. See Section 12, 'Purpose of the Offer; The Merger; Plans for the Company -- Stockholder Meetings.'

Conversion of Securities. At the Effective Time, each Share issued and outstanding immediately prior thereto (other than Shares held in the treasury of the Company or owned by Parent or any subsidiary of Parent, which shall automatically be cancelled and retired) will automatically be cancelled and extinguished and, other than Shares with respect to which appraisal rights are properly exercised, will be converted into and become a right to receive the Offer Price upon the surrender of the certificate formerly representing such Share. Each share of common stock of Offeror issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of Offeror, the Company or the holders of Shares, be converted into and shall thereafter evidence one validly issued fully paid and nonassessable share of common stock of the Surviving Corporation.

Treatment of Stock Options. In the Merger Agreement, the Company has agreed that, at the Effective Time, each holder of an outstanding option, warrant or other right to acquire Shares (collectively the 'Options'), whether granted under any employee or non-employee compensation plan, agreement or arrangement of the Company, and whether or not then vested, shall be cancelled, and the holders of fully vested Options shall be entitled to receive from the Surviving Corporation, in

cancellation of such vested Options, an amount in cash equal to the excess, if any, of (a) the product of the number of Shares covered by such vested Options multiplied by the Offer Price, over (b) the product of the number of Shares covered by such vested Options multiplied by the per-Share exercise, purchase or conversion price payable upon exercise, purchase or conversion of such vested Options, subject to any required withholding taxes. The Company has agreed in the Merger Agreement to take all action necessary to effectuate such provisions, including obtaining any necessary consents of the holders of the Options.

Conditions to Obligations of All Parties to Merger Agreement. The obligations of each of the parties to effect the Merger are subject to the following conditions:

(i) the Merger shall have been approved and adopted by the vote of the stockholders of the Company to the extent required by the DGCL;

(ii) all waiting, review and investigation periods (and any extension thereof) applicable to the consummation of the Merger under the Hart-Scott-Rodino Act shall have expired or been terminated;

(iii) there shall have been no law, statute, rule or order, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal;

(iv) no injunction or other order entered by a United States (state or federal) court of competent jurisdiction shall have been issued and remain in effect which would prohibit consummation of the Merger (but the parties shall use their reasonable efforts to cause any such injunction or order to be vacated or lifted); and

(v) Parent, Offeror or their affiliates shall have purchased Shares validly tendered and not withdrawn pursuant to the Offer (but neither Parent nor Offeror may invoke that condition if Parent or Offeror has failed to purchase Shares so tendered and not withdrawn in violation of the Merger Agreement or the Offer).

Conditions to Obligations of Offeror. See Section 15, 'Certain Conditions to Offeror's Obligations.'

Schedule 14D-9. In the Merger Agreement, the Company has agreed that simultaneously with, or as promptly as possible after, the commencement of the Offer, it will file with the Commission and promptly mail to its stockholders a Solicitation/Recommendation Statement on Schedule 14D-9 (the 'Schedule 14D-9') containing the recommendation of the Board of Directors that the Company's stockholders accept the Offer, tender their Shares in the Offer and, if applicable, approve the Merger Agreement and the Merger (and such recommendation shall not be withdrawn or adversely modified except by resolution of the Board of Directors adopted in the exercise of applicable fiduciary duties upon the advice of outside legal counsel and in accordance with the Merger Agreement).

Board of Directors. The Merger Agreement provides that, promptly upon the payment for any Shares by Offeror pursuant to the Offer as a result of which Parent, Offeror or any of their affiliates beneficially own (excluding Shares held by the Company) at least a majority of the outstanding Shares, the Company shall increase the size of its Board of Directors to seven members and Offeror shall be entitled to designate members of the Board of Directors such that Offeror, subject to compliance with Section 14(f) of the Exchange Act, will have a number of representatives on the Board of Directors, rounded up to the next whole number, equal to the product obtained by multiplying seven by the percentage of Shares beneficially owned by Parent and any of its subsidiaries. The Company has agreed, upon the request of Offeror, to promptly increase the size of the Board of Directors to the extent permitted by the Certificate of Incorporation of the Company and/or use its best efforts to secure the resignations of such number of directors as is necessary to enable Offeror's designees to be elected to the Board of Directors and has agreed to use its best efforts to cause Offeror's designees to be so elected. Notwithstanding the foregoing sentence: (i) in the event that Offeror's designees are appointed or elected to the Company's Board of Directors, until the Effective Time, the Company's Board of Directors shall have at least one director who is a director on the date of the Merger Agreement and who is neither an officer of the Company nor a stockholder, affiliate or associate (within the meaning of federal securities laws) of Parent (any such directors, the 'Continuing Directors'), and (ii) if no Continuing Directors remain, the other directors shall designate one person to fill one of the vacancies, who shall not be either an officer of the Company or a stockholder, affiliate or associate of Parent, and

such person shall be deemed to be a Continuing Director. The Company has agreed, at its expense and at the request of Offeror, to take all actions necessary to effect any such election, including the mailing to its stockholders of the information required by Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder, in form and substance reasonably satisfactory to Offeror and its counsel (but Parent and Offeror will supply to the Company and be solely responsible for any written information with respect to its nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1).

Parent currently intends to designate a majority of the directors of the Company following consummation of the Offer. It is currently anticipated that Parent will designate some or all of Messrs. Johnson, Kreindler, Loranger, Redlinger, Taiclet and Wallman, or such other persons listed on Annex I as Parent shall determine, to serve as directors of the Company following consummation of the Offer.

Representations and Warranties. In the Merger Agreement, the Company has made customary representations and warranties to Parent and Offeror, including, but not limited to, representations and warranties relating to the Company's organization and qualification, the Company's subsidiaries, capitalization and authority to enter into the Merger Agreement and carry out the transactions contemplated thereby, required consents and approvals, Commission filings (including financial statements), the absence of certain material adverse changes or events since September 30, 1998, litigation, the material liabilities of the Company and its subsidiaries, environmental matters relating to the Company and its subsidiaries, employee benefit plans, labor matters, the documents supplied by the Company relating to the Offer, trademarks, patents and other intellectual property (including Year 2000 issues), the payment of taxes, arrangements with financial advisors, the absence of product liability claims, the absence of related party transactions, relationships with suppliers and customers, and the absence of actions in violation of the Foreign Corrupt Practices Act of 1977, as amended. The Company has also represented that it has taken all action necessary to render Section 203 of the DGCL (see Section 16, 'Certain Regulatory and Legal Matters -- State Takeover Laws.') inapplicable to the Offer, the Merger, the Merger Agreement and the Shareholders Agreement and the transactions contemplated thereby.

Parent and Offeror have also made customary representations and warranties to the Company, including, but not limited to, representations and warranties relating to Parent and Offeror's organization and qualification, their authority to enter into the Merger Agreement and the Shareholders Agreement and consummate the transactions contemplated thereby, required consents and approvals, documents related to the Offer, the availability of sufficient financing to consummate the Offer, the absence of violations of certain margin rules, and the absence of any prior activities by Offeror.

Conduct of Company's Business Pending Merger. Pursuant to the Merger Agreement, the Company has agreed that, prior to the Effective Time, unless Offeror shall otherwise have agreed in writing or as otherwise contemplated or permitted by the Merger Agreement, the Company will do the following:

(i) conduct the business of the Company and its subsidiaries only in, and maintain their facilities in, the ordinary course of business and consistent with past practice;

(ii) use its commercially reasonable efforts to cause its current insurance (or reinsurance) policies not to be canceled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(iii) use its commercially reasonable efforts, and cause its subsidiaries to use commercially reasonable efforts, to preserve intact their respective business organizations and goodwill, keep available the services of their current officers and employees as a group and maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with them;

(iv) confer on a regular and frequent basis with representatives of Offeror to report financial matters and, to the extent not prohibited by applicable law, operational matters and the general status of ongoing operations;

(v) notify Offeror of any emergency or other change in the normal course of the Company's or any of its subsidiaries' business or in the operation of the Company's or the subsidiaries' properties

and of any governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) if such emergency, change, complaint, investigation or hearing has or would be reasonably likely to have, individually or in the aggregate, a material adverse effect, individually or in the aggregate, on the business, liabilities, revenues, operations, results of operations or financial condition of the Company and its subsidiaries, taken as a whole (a 'Company Material Adverse Effect') or would be material to any party's ability to consummate the transaction contemplated by the Merger Agreement; and

(vi) postpone the holding of its Annual Meeting of Stockholders indefinitely pending consummation of the Merger unless otherwise required by the DGCL.

The Company has also agreed pursuant to the Merger Agreement that, prior to the Effective Time, unless Offeror shall otherwise have agreed in writing or as otherwise contemplated or permitted by the Merger Agreement, it will not directly or indirectly do, or permit the occurrence of, any of the following:

(i) issue, sell, pledge, dispose of or encumber (or permit any of its subsidiaries to issue, sell, pledge, dispose of or encumber) any shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any capital stock of the Company or any of its subsidiaries (other than shares issuable upon exercise of the outstanding (as of the date of the Merger Agreement) options to acquire Shares in accordance with their terms in effect on the date of the Merger Agreement);

(ii) amend or propose to amend the Certificate or Articles of Incorporation or By-laws of the Company or any of its subsidiaries;

(iii) split, combine or reclassify any outstanding Shares, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the Shares (except the declaration and payment of dividends by a wholly owned subsidiary of the Company to its parent);

(iv) redeem, purchase or acquire or offer to acquire (or permit any of its subsidiaries to redeem, purchase or acquire or offer to acquire) any Shares or other securities of the Company or any of its subsidiaries other than as contemplated by the Merger Agreement and other than for the repurchase by the Company, pursuant to existing agreements, of any outstanding Shares upon termination of any employment, director or consulting relationship with the Company;

(v) enter into any material contract; or

(vi) enter into or modify any agreement, commitment or arrangement with respect to any of the foregoing.

Pursuant to the Merger Agreement, the Company has agreed that, unless Offeror shall otherwise have agreed in writing or as otherwise contemplated or permitted by the Merger Agreement, the Company and its subsidiaries (including, in the case of clause (viii), any 'Company ERISA Affiliate,' as defined in Section 4.11 of the Merger Agreement) will not:

(i) sell, pledge, lease, dispose of or encumber any material assets other than in the ordinary course of business consistent with past practice;

(ii) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or enterprise or material assets thereof;

(iii) incur any indebtedness for borrowed money or issue any debt securities for borrowings except in the ordinary course of business and consistent with past practice;

(iv) guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person (other than a subsidiary of the Company or the Company) except in the ordinary course of business consistent with past practice and in amounts immaterial to the Company;

(v) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(vi) enter into or modify any employment, severance or similar agreements or arrangements with, or grant any Options (or accelerate any Options), bonuses, salary increases, severance or termination pay to, any officers or directors;

(vii) in the case of employees who are not officers or directors, take any action to grant or accelerate any Options, or take any other action other than in the ordinary course of business consistent with past practice (none of which actions shall be unreasonable or unusual) with respect to the grant or creation of any bonuses, salary increases, severance or termination pay, employment or similar agreements or with respect to any increase of benefits in effect on the date of the Merger Agreement;

(viii) except as may be required by applicable law, adopt or amend any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust fund or arrangement for the benefit or welfare of any employee;

(ix) adopt a plan of liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or reorganization;

(x) make any material tax election or settle or compromise any material federal, state, local, or foreign tax liability, except in the ordinary course of business and consistent with past practice; or

(xi) take any action which would render, or which reasonably may be expected to render, any representation or warranty made by the Company in the Merger Agreement untrue in any respect at any time prior to the Effective Time (or untrue in any material respect if such representation or warranty is not qualified by 'material,' 'Company Material Adverse Effect,' a specified dollar limitation or the like).

In addition, the Company has agreed that it will not, unless Offeror shall otherwise have agreed in writing or as otherwise contemplated or permitted by the Merger Agreement: (i) call any meeting (other than as contemplated by the Merger Agreement) of its stockholders or waive or modify any provision of, or terminate any, confidentiality or standstill agreement entered into by the Company with any person or (ii) modify or accelerate the exercisability of any Options outstanding on the date of the Merger Agreement.

Nonsolicitation Obligations and Exceptions. The Company has agreed in the Merger Agreement to immediately cease and terminate any existing activities, discussions or negotiations with any parties with respect to any acquisition of or sale of any equity interest in or substantial assets of the Company or any of its subsidiaries. Also, the Company has agreed (except as set forth below) that it will not, directly or indirectly, solicit, encourage, participate in or initiate discussions or negotiations with, or provide any information to, any other person other than Offeror or its affiliates or representatives (a 'third party') concerning any merger, consolidation, tender offer, exchange offer, sale of all or substantially all of the Company's assets, sale of shares of capital stock or similar business combination transaction involving the Company or any principal operating or business unit of the Company or its subsidiaries (an 'Acquisition Proposal').

Notwithstanding the foregoing: (i) if, prior to Offeror owning a majority of the outstanding Shares, the Company receives an unsolicited, written indication of a willingness to make an Acquisition Proposal at a price per share which the Company reasonably concludes is in excess of the Offer Price, and the Company reasonably concludes in good faith, after consultation with its outside financial advisor, that the person delivering such indication is capable of consummating such an Acquisition Proposal, then the Company may provide access to information concerning the Company's business, properties or assets to any such person pursuant to an appropriate confidentiality agreement and the Company may engage in discussions related thereto, and (ii) the Company may participate in and engage in discussions and negotiations with any person meeting the requirement set forth in clause (i) above in response to a written Acquisition Proposal if the Company concludes in good faith, after consultation with its outside financial advisor, upon advice of its legal counsel, that the failure to engage in such discussions or negotiations is inconsistent with the fiduciary duties of its Board of Directors to its stockholders under applicable laws, and the Company receives from the person making an

Acquisition Proposal an executed confidentiality agreement the terms of which are (without regard to the terms of the Acquisition Proposal) (A) no less favorable to the Company, and (B) no less restrictive to the person making the Acquisition Proposal, than those contained in the Confidentiality Agreement.

Also, in the event that, after the Company has received a written Acquisition Proposal (without breaching its obligations under clause (i) or (ii) above) but prior to Offeror beneficially owning a majority of the outstanding Shares, the Board of Directors concludes in good faith, after consultation with its outside financial advisor, upon advice of its legal counsel, that it is inconsistent with its fiduciary duties under applicable law not to: (x) withdraw or modify the Board of Directors' recommendation of the Merger or the Merger Agreement, (y) approve or recommend an Acquisition Proposal, subject to the relevant provisions of the Merger Agreement, or (z) terminate the Merger Agreement, the Company may do any or all of the foregoing but, if so, the Company must pay the Termination Fee.

The Company has agreed promptly (but in any event within two days) to advise Parent in writing of any Acquisition Proposal or any inquiry regarding the making of an Acquisition Proposal including any request for information, the material terms and conditions of such request, Acquisition Proposal or inquiry and the identity of the person making such request, Acquisition Proposal or inquiry and thereafter to keep Parent reasonably informed, on a current basis, of the status and material terms of such proposals and the status of such negotiations or discussions, providing copies to Parent of any Acquisition Proposals made in writing. The Company has also agreed to provide Parent with one business day advance notice of, in each and every case, its intention to provide any information to, or enter into any confidentiality agreement with, any person or entity making any such inquiry or proposal, and the Company has agreed to provide Parent with three business days advance notice of, in each and every case, its intention to enter into any other agreement with any person or entity making any such inquiry or proposal.

Notwithstanding the provisions of the Confidentiality Agreement: (i) following any notification to Parent of a written proposal that permits the Company to negotiate with or furnish information to any third party in accordance with the foregoing provisions, and until any transaction resulting from such proposal shall have either been consummated or the Company shall have received written notification that any such third party shall no longer seek to engage in such transaction with or involving the Company, Parent shall be entitled to propose or present to the Company any offer in response to such third party's offer, and (ii) if, from the date of the Merger Agreement until the Effective Time, any third party shall announce its intention to commence, or shall commence, any tender offer to acquire Shares, Parent and Offeror shall be entitled to make any public announcement or proposal, or to take any other action it or they may deem appropriate, in response to such announcement or tender offer and which is consistent with their obligations under the Merger Agreement.

The Merger Agreement provides that it does not prohibit the Company and its Board of Directors from taking and disclosing to the Company's stockholders a position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or from making such disclosure to the Company's stockholders or otherwise which, in the judgment of the Board of Directors upon advice of legal counsel, is required under applicable law or rules of any stock exchange.

The Company has agreed not to release any third party from, or waive any provisions of, any confidentiality or standstill agreement to which the Company is a party and to use its best efforts to enforce any such agreements at the request of and on behalf of Parent. The Company also will promptly request each person or entity which has executed, within 12 months prior to the date of the Merger Agreement, a confidentiality agreement in connection with its consideration of acquiring the Company to return or destroy all confidential information furnished to such person or entity by or on behalf of the Company.

The provisions discussed in the preceding seven paragraphs are referred to hereinbelow as the 'Nonsolicitation Provisions.'

Indemnification; Settlement of Stockholder Claims. The parties to the Merger Agreement have agreed that, for a period of six years after Parent or Offeror acquires a majority of the Shares, the Certificate of Incorporation of the Surviving Corporation shall contain provisions no less favorable with

respect to indemnification that are set forth in Articles VIII and IX of the Certificate of Incorporation of the Company. Also, the Surviving Corporation shall maintain in full force and effect, for a period of at least six years from the Effective Time, directors' and officers' liability insurance comparable to the Company's current policy but only to the extent obtainable at a cost of no more than 100% greater than the cost of such policy (and, if not so obtainable, the Surviving Corporation shall obtain what it believes in good faith constitutes the best available insurance at such price level).

The Company has agreed not to settle or compromise any claim brought by any present, former or purported holder of any securities of the Company in connection with the Merger prior to the Effective Time without the prior written consent of Offeror.

Existing Employment Agreements and Benefits. The Merger Agreement provides that Parent will cause the Surviving Corporation to honor all employment, consulting, termination and severance agreements in effect prior to the date of the Merger Agreement between the Company or any of its subsidiaries and any current or former officer, director, consultant or employee of the Company. Also, the parties to the Merger Agreement have agreed to certain provisions to provide for the continued coverage of the employees of the Company and its subsidiaries under benefits plans.

Consents; Audit; Access to Information. In the Merger Agreement, the Company has agreed to use its best efforts to obtain, without the payment of any fee or compensation, certain consents to the Offer, the Merger, and the transactions contemplated by the Merger Agreement. The Company has also agreed to use reasonable commercial efforts to have Arthur Andersen LLP complete its audit of the Company's consolidated financial statements for the fiscal year ended September 30, 1999 as promptly as practicable, and to give Parent and Offeror reasonable access to such audit work papers and audit staff, as well as (subject to the provisions of the Confidentiality Agreement and to the extent not prohibited by applicable law) to any other books, records and personnel of the Company as may be reasonably requested.

Termination. The Merger Agreement may be terminated at any time prior to the Effective Time, whether prior to or after approval by the stockholders of the Company:

(a) by mutual consent of the Boards of Directors of Parent and the Company;

(b) by either Offeror or the Company if the Offer shall not have been consummated on or before the Termination Date; provided, however, that a party shall not be entitled to terminate the Merger Agreement pursuant to such provision if such party is in material breach of its obligations under the Merger Agreement; provided, further, that if the Offer shall not have been consummated on or before the Termination Date solely as a result of the failure of any waiting, review and investigation period (and any extension thereof) applicable to the consummation of the Offer or the Merger under the Hart-Scott-Rodino Act to expire or terminate or failure to obtain required governmental consents, the Termination Date shall, in the sole discretion of Offeror, be extended to a date that is up to 60 business days from the date the Offer is commenced;

(c) By Offeror if the Board of Directors of the Company shall have withdrawn or adversely modified (or, upon the written request of Offeror, failed to reaffirm within three business days; provided that no such additional request may be made during such three business day period) its recommendations to the stockholders of the Company to approve the Offer and the Merger;

(d) By Offeror if the Offer terminates or expires on account of the occurrence of any of the Offer Conditions, without Offeror having purchased any Shares thereunder;

(e) By the Company if (i) the Offer shall not have been commenced substantially in accordance with the relevant provisions of the Merger Agreement, or (ii) the Offer shall have expired or been terminated without any Shares having been purchased thereunder, or (iii) a tender offer for Shares is commenced by a person or entity, or the Company receives an Acquisition Proposal, any of which the Board of Directors determines, in the exercise of its fiduciary duties and subject to compliance with the Nonsolicitation Provisions, makes necessary or advisable the termination of the Merger Agreement; provided that the Nonsolicitation Provisions and the provisions described below under 'Expenses; Termination Fee' (the 'Expense Provisions') shall survive any such termination of the Merger Agreement; or

(f) By Offeror if any action, suit or proceeding is commenced or overtly threatened against Parent or Offeror or the Company, before any court or governmental or regulatory authority or body, seeking to restrain, enjoin, or otherwise prohibit the Offer, the Merger, or the completion of any of the other transactions contemplated by the Merger Agreement; provided that the Nonsolicitation Provisions and the Expense Provisions shall survive any such termination of the Merger Agreement.

If the Merger Agreement is so terminated, Offeror shall terminate the Offer, if still pending, without purchasing any Shares thereunder, and the Merger Agreement will become void and there will be no liability or further obligation on the part of Parent, Offeror or the Company or their respective stockholders, officers or directors, except (i) as described under clauses (e) and (f) above, under the Nonsolicitation Provisions, under the Expense Provisions, and with respect to certain confidentiality obligations, and (ii) to the extent that such termination results from the breach by a party of any of its representations, warranties, covenants or agreements set forth in the Merger Agreement; provided, however, that if Parent has received the Termination Fee, Parent shall not assert or pursue in any manner, directly or indirectly, any claim or cause of action against the Company or any of its officers or directors based in whole or in part upon its or their receipt, consideration, recommendation or approval of an Acquisition Proposal or the exercise of the right of the Company to terminate the Merger Agreement under clause (e) above as long as the Company complied in all material respects with the Nonsolicitation Provisions.

Expenses; Termination Fee. The Merger Agreement provides that the Company will pay Parent, upon demand, $5,500,000 (the 'Termination Fee'), to compensate Parent and Offeror for taking actions to consummate the Merger Agreement, to reimburse them for the time and expense relating thereto and for other direct and indirect costs in connection with the transactions contemplated by the Merger Agreement, upon the following events:

(i) the termination of the Merger Agreement by the Company pursuant to the Nonsolicitation Provisions or pursuant to clause (e)(iii) above;

(ii) the termination of the Merger Agreement by Offeror pursuant to clause (c) above;

(iii) the termination of the Offer by Offeror pursuant to clause (i) of Section 15, 'Certain Conditions to Offeror's Obligations'; or

(iv) the termination of the Merger Agreement pursuant to its terms for any reason other than a material breach by Parent or Offeror if within six months thereafter either (x) a definitive agreement is entered into between the Company and any third party for the acquisition or disposition of all or substantially all of the assets of the Company, or securities of the Company constituting (or convertible into) 35% or more of the Shares outstanding on the date of the Merger Agreement, or for a merger, consolidation or other reorganization of the Company, at a price equivalent to a price per Share in excess of $9.50 and such transaction is closed concurrently therewith or at any time thereafter, or (y) any person or 'group' (as that term is used in Section 13(d)(3) of the Exchange Act) other than Offeror or any affiliate of Offeror acquires beneficial ownership of 35% or more of the outstanding Shares.

Also, in the event that, after the Company has received a written Acquisition Proposal (without breaching certain Nonsolicitation Provisions) but prior to Offeror beneficially owning a majority of the outstanding Shares, the Board of Directors concludes in good faith, after consultation with its outside financial advisor, upon advice of its legal counsel, that it is inconsistent with its fiduciary duties under applicable law not to: (x) withdraw or modify the Board of Directors' recommendation of the Merger or the Merger Agreement, (y) approve or recommend an Acquisition Proposal, subject to the relevant provisions of the Merger Agreement, or (z) terminate the Merger Agreement, the Company may do any or all of the foregoing but, if so, the Company must pay the Termination Fee.

The Merger Agreement further provides that, in addition to any damages caused by conduct that constitutes a breach under the Merger Agreement by Parent, Offeror or the Company, the breaching parties, jointly and severally, will pay to the nonbreaching parties all costs and expenses (including attorneys' fees and expenses) it incurs in connection with its enforcement of its rights under the Merger Agreement.

Consent of Continuing Directors to Termination, Modification, Amendment or Waiver. Notwithstanding anything in the Merger Agreement to the contrary, if Offeror's designees are elected to the Company's Board of Directors, after the acceptance for purchase of Shares pursuant to the Offer and prior to the Effective Time, the affirmative vote of a majority of the Continuing Directors will be required (i) to amend or terminate the Merger Agreement on behalf of the Company, (ii) to amend the Company's Certificate of Incorporation or By-laws, (iii) to exercise or waive any of the Company's rights or remedies under the Merger Agreement, (iv) to extend the time for performance of Parent or Offeror's obligations under the Merger Agreement, (v) to take any other action by the Company in connection with the Merger Agreement required to be taken by the Company's Board of Directors.

THE SHAREHOLDERS AGREEMENT

Agreement to Tender Shares. On October 31, 1999, Parent and Offeror entered into the Tender and Option Agreement (the 'Shareholders Agreement') with P. Quentin Bourjeaurd and Charles Balchunas, each of whom is an officer and director of the Company (the 'Subject Stockholders'). The Shareholders Agreement applies with respect to the Shares now beneficially owned by Messrs. Bourjeaurd and Balchunas (1,459,447 Shares and 136,522 Shares, respectively), any Shares either such person may acquire pursuant to the exercise of Options (1,534,022 Shares and 602,276 Shares, respectively), and any Shares of which either such person may later acquire beneficial ownership by any means (collectively, the 'Subject Shares'). Each Subject Stockholder has agreed to tender and sell in the Offer all of the then outstanding Subject Shares.

Voting. Each Subject Stockholder has generally agreed to cause its Subject Shares to be present or absent at stockholders meetings as directed by Parent or Offeror, and has appointed Parent and Offeror, or any nominee thereof, as his attorney and proxy to vote the Subject Shares, in each case (i) in favor of the Merger and the Merger Agreement and (ii) against any Acquisition Proposal (other than the Merger), any actions which would result in a breach of the Merger Agreement, or any actions which are intended or could be expected to adversely affect the Offer and the related agreements.

Grant of Purchase Option. The Subject Stockholders have also granted to Parent and Offeror an irrevocable option (the 'Purchase Option') to purchase for cash at the Offer Price, any or all of the Subject Shares, including, without limitation, by requiring the Subject Stockholder to exercise any or all Options (to the extent exercisable and convertible, and other than Options with exercise or conversion prices above the Offer Price) and tender the Shares acquired pursuant to such exercise or conversion into the Offer or sell such Shares to Parent or Offeror. At the request of the Subject Stockholder following receipt of an exercise notice, Parent or Offeror shall advance to such Subject Stockholder an amount in cash equal to the aggregate per Share exercise price of the Options to be exercised pursuant to the exercise notice. The Purchase Option may be exercised by Parent or Offeror, in whole or in part, at any time or from time to time after the occurrence of any 'Trigger Event,' meaning any of the following: (i) the Merger Agreement becomes terminable under circumstances that entitle Parent or Offeror to receive the Termination Fee (regardless of whether the Merger Agreement is actually terminated and whether such Fee is actually paid) or (ii) the Offer is consummated but, due solely to the failure of the Subject Stockholder to validly tender its Subject Shares, Parent has not accepted for payment or paid for all of such Shares.

Conditions. The obligations of the Subject Stockholders to sell Subject Shares under the Shareholders Agreement is subject to the following conditions: (i) all applicable waiting periods, if any, under the Hart-Scott-Rodino Act have expired or been terminated; (ii) all applicable consents, approvals, orders or authorizations of, or registrations, declarations or filings with, any court, administrative agency or other governmental entity, if any, have been obtained or made; and (iii) no preliminary or permanent injunction or other order by any court of competent jurisdiction prohibiting or otherwise restraining such sale or acquisition is in effect.

Restrictions on Transfer. Each Subject Stockholder has generally agreed not to tender into any other tender or exchange offer or otherwise transfer or encumber any interest in the Subject Shares, not to enter into any voting arrangements with respect to the Subject Shares, and not to exercise any appraisal rights with respect to the Subject Shares in connection with the Merger. Each Subject Stockholder may, however, transfer Subject Shares to certain affiliates, family members and family

trusts, as well as organizations qualifying under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, but in each case only if the transferee agrees to be bound by the Shareholders Agreement.

No Solicitation. Other than to the extent permitted in the stockholder's capacity as an officer or director of the Company as permitted in the Merger Agreement or consistent with his fiduciary duties, each Subject Stockholder has agreed not to initiate, solicit, encourage or otherwise facilitate any inquiries or the making or submission of any Acquisition Proposal, and to promptly advise Parent of any Acquisition Proposals.

Termination. The Shareholders Agreement will terminate with respect to a Subject Stockholder upon the purchase of all his Subject Shares in the Offer. Otherwise, the Shareholders Agreement will terminate upon the earliest of the following: (i) the Effective Time; (ii) the termination of the Merger Agreement in accordance with its terms other than upon, during the continuance of, or after, a Trigger Event or an event which could lead to a Trigger Event (as provided above under 'The Merger Agreement -- Expenses; Termination Fee'); or (iii) 180 days following the earlier of (x) any termination of the Merger Agreement upon, during the continuance of or after a Trigger Event or (y) termination of the Merger Agreement under circumstances that could lead to a Trigger Event (as provided above under 'The Merger Agreement -- Expenses; Termination Fee') (or if, at the expiration of such 180 day period the Purchase Option cannot be exercised by reason of any applicable judgment, decree, order, injunction, law or regulation, five business days after such impediment to exercise has been removed or has become final and not subject to appeal).

Representations and Warranties; Covenants. Under the Shareholders Agreement, each of the Subject Stockholders has made customary representations and warranties to Parent and Offeror, including with respect to (i) his beneficial ownership of the Subject Shares free of undisclosed encumbrances, (ii) the Subject Shares constituting all securities in the Company beneficially owned by such Subject Stockholder, (iii) the Subject Stockholder not having rights to acquire any other securities of the Company, (iv) the absence of voting restrictions on the Subject Shares, (v) the Subject Stockholder's due execution and delivery of the Shareholders Agreement, (vi) the legal, valid and binding effect of the Shareholders Agreement, (vii) the absence of certain violations, breaches, defaults, lien creations and other events arising by virtue of the Shareholders Agreement under existing agreements, court orders, laws and the like, (viii) the absence of any investment banker or other intermediary requiring a fee, and (ix) the acknowledgment of Parent and Offeror's reliance on such representations and warranties.

Each of Parent and Offeror has also made customary representations and warranties under the Shareholders Agreement, including with respect to (i) its authority to enter into and perform its obligations under the Shareholders Agreement, (ii) its due execution and delivery of the Shareholders Agreement, (iii) the legal, valid and binding effect of the Shareholders Agreement, (iv) the transfer of the Subject Shares upon exercise of the Purchase Option only in compliance with the Securities Act, and (v) the absence of certain violations, breaches, defaults, lien creations and other events arising by virtue of the Shareholders Agreement under existing agreements, court orders, laws and the like.

All representations and warranties in the Shareholders Agreement will survive for twelve months after the termination thereof.

THE AMENDMENT TO MR. BOURJEAURD'S EMPLOYMENT AGREEMENT

In connection with the Merger Agreement, on October 31, 1999 the Company and P. Quentin Bourjeaurd executed an amendment (the 'Employment Agreement Amendment') to Mr. Bourjeaurd's Executive Employment Agreement, dated September 19, 1996 (the 'Employment Agreement'). Pursuant to the Employment Agreement Amendment, upon the termination of Mr. Bourjeaurd's employment by the Company other than for cause, he shall continue to receive salary and benefits under his Employment Agreement until September 19, 2001. Also pursuant to the Employment Agreement Amendment, the noncompetition covenant contained in Mr. Bourjeaurd's Employment Agreement was extended under all circumstances through September 19, 2001.

The foregoing is a summary of certain provisions of the Merger Agreement, the Shareholders Agreement and the Employment Agreement Amendment, copies of which have been filed as exhibits to the Schedule 14D-1 and which are available in the same manner set forth with respect to the

Company in Section 8, 'Certain Information Concerning the Company -- Available Information.' Such summary is qualified in its entirety by reference to the text of such agreements.

14. DIVIDENDS AND DISTRIBUTIONS.

The Merger Agreement provides that the Company will not, among other things, (a) issue, sell, pledge, dispose of or encumber (or permit any of its subsidiaries to issue, sell, pledge, dispose of or encumber) any shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of any capital stock of the Company or any of its subsidiaries (other than shares issuable upon exercise of the outstanding (as of the date of the Merger Agreement) options to acquire Shares in accordance with their terms in effect on the date of the Merger Agreement); (b) split, combine or reclassify any outstanding Shares, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the Shares (except the declaration and payment of dividends by a wholly owned subsidiary of the Company to its parents); or (c) redeem, purchase or acquire or offer to acquire (or permit any of its subsidiaries to redeem, purchase or acquire or offer to acquire) any Shares or other securities of the Company or any of its subsidiaries other than as contemplated by the Merger Agreement and other than for the repurchase by the Company, pursuant to existing agreements, of any outstanding Shares upon termination of any employment, director or consulting relationship with the Company. See Section 13, 'The Transaction Documents -- Conduct of Company's Business Pending Merger.'

15. CERTAIN CONDITIONS TO OFFEROR'S OBLIGATIONS.

Offeror shall not be required to commence or continue the Offer or accept for payment, purchase or pay for any Shares tendered, or may postpone the acceptance, purchase or payment for Shares, or may amend (to the extent permitted by the Merger Agreement) or terminate the Offer (1) if the Minimum Condition is not satisfied as of the expiration of the Offer, (2) if any applicable waiting, review and investigation periods under the Hart-Scott-Rodino Act in respect of the Offer shall not have expired or been terminated prior to the expiration of the Offer, or (3) if, at any time on or after October 31, 1999 and prior to the expiration date of the Offer (or, in respect of clause (viii) below concerning required governmental consents, the latest date permitted in accordance with Rule 14d-1(c) of the Exchange Act), any of the following events shall have occurred (each of paragraphs (i) through (viii) providing a separate and independent condition to Offeror's obligations pursuant to the Offer):

(i) the Company or any subsidiary of the Company, or their respective Boards of Directors, shall have authorized, recommended or proposed, or shall have announced an intention to authorize, recommend or propose, or shall have entered into an agreement or agreement in principle with respect to, any merger, consolidation or business combination (other than the Merger), any acquisition or disposition of a material amount of assets or securities or any material change in its capitalization, or the Company's Board of Directors shall have withdrawn or adversely modified (including by amendment to its Schedule 14D-9), or upon request of Offeror, failed to reaffirm its favorable recommendations with respect to the Offer and the Merger as provided in the Merger Agreement, or any corporation, entity, 'group' or 'person' (as defined in the Exchange Act), other than Parent or Offeror, shall have acquired beneficial ownership of 35% or more of the outstanding Shares;

(ii) there shall have been any statute, rule, injunction or other order promulgated, enacted, entered or enforced by any court or governmental agency or other regulatory or administrative agency or commission, domestic or foreign (other than the routine application to the Offer, the Merger or other subsequent business combination of waiting, review and investigation periods under the Hart-Scott-Rodino Act): (a) making the purchase of some or all of the Shares pursuant to the Offer or the Merger illegal, or resulting in a material delay in the ability of Offeror to purchase some or all of the Shares, (b) invalidating or rendering unenforceable any material provision of the Merger Agreement, (c) imposing material limitations on the ability of Offeror effectively to acquire or hold or to exercise full rights of ownership of the Shares acquired by it, including but not limited to, the right to vote the Shares purchased by it on all matters properly presented to the stockholders of the Company, (d) imposing material limitations on the ability of any of Parent, Offeror, or the Company to continue effectively all or any material portion of its respective business as heretofore conducted or to continue to own or operate effectively all or any

material portion of its respective assets as heretofore owned or operated, (e) imposing material limitations on the ability of Offeror to continue effectively all or any material portion of the business of the Company and its subsidiaries (taken as a whole) as previously conducted or to own or operate effectively all or any material portion of the assets of the Company and its subsidiaries (taken as a whole) as heretofore operated, or (f) to the effect that the Offer or the Merger is violative of any applicable law which would reasonably be expected to result in any of the consequences described in subclauses (a) through (e) above;

(iii) there shall have been any law, statute, rule or regulation, domestic or foreign, enacted or promulgated that, directly or indirectly, results or may be anticipated to result in any of the consequences referred to in clause (ii) above, or any action, suit or proceeding shall have been commenced before any court or governmental or regulatory authority or body seeking to restrain, enjoin or otherwise prohibit the Offer, the Merger, or the completion of the transactions contemplated by the Merger Agreement;

(iv) there shall have occurred (i) any general suspension of, or limitation on prices for, trading in securities on any national securities exchange or in the over the counter market in the United States for a period of in excess of six and one-half trading hours in any period of 24 consecutive hours (excluding suspensions resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iii) any limitation by any governmental authority on, or any other event which might materially adversely affect, the extension of credit by banks or other lending institutions in the United States, or (iv) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(v) except as set forth in certain filings made by the Company with the Commission before October 31, 1999 or disclosed in schedules to the Merger Agreement, any change shall have occurred or be threatened which individually or in the aggregate has had or is continuing to have a Company Material Adverse Effect;

(vi) (i) any of the representations and warranties of the Company in the Merger Agreement shall not be true and correct in all respects as if made on the date of any determination thereunder except for those representations or warranties that address matters only as of a specified date or only with respect to a specified period of time which need only be true and accurate as of such date or with respect to such period; provided, however, any representation or warranty not qualified by 'material,' 'Company Material Adverse Effect,' a specified dollar limitation or the like need only be true and correct in all material respects on the date of any determination hereunder, or (ii) the Company shall have breached in any respect or shall not have performed in all respects each covenant and complied with each agreement to be performed and complied with by it under the Merger Agreement unless the Company gives prompt notice to Offeror of such breach or nonperformance, such breach or nonperformance is capable of being fully and completely cured at no more than an inconsequential cost or expense to the Company or its subsidiaries and such breach or nonperformance is so cured within three business days following such breach or nonperformance;

(vii) the Company and Offeror shall have reached an agreement or understanding regarding termination of the Offer or the Merger Agreement shall have been terminated in accordance with its terms; or

(viii) all governmental consents (including consents of foreign governmental entities) required to be obtained in connection with the purchase of Shares pursuant to the Offer shall not have been obtained or any governmental agency shall have announced an intention to seek to prohibit or interfere with the purchase of Shares pursuant to the Offer;

which, in the good faith judgment of Offeror, in any such case, and regardless of the circumstances giving rise to any such condition, make it inadvisable to proceed with acceptance for payment or purchase of or payment for the Shares.

The foregoing conditions are for the sole benefit of Offeror and Parent and may be asserted by Offeror and Parent regardless of the circumstances giving rise to such conditions, or may be waived by

Offeror in whole at any time or in part from time to time in their sole discretion. The failure by Offeror or Parent at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right and may be asserted at any time and from time to time.

16. CERTAIN REGULATORY AND LEGAL MATTERS.

Except as set forth in this Section 16, Offeror is not aware of any approval or other action by any governmental or administrative agency which would be required for the acquisition or ownership of Shares by Offeror as contemplated herein. However, each of the Company, Offeror and Parent, together with its advisors, is currently reviewing whether any approval or other action will be required by any governmental or administrative agency of any foreign country in connection with the Offer and the Merger. Should any such approval or other action (whether foreign or domestic) be required, it will be sought, but Offeror has no current intention to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter, subject, however, to Offeror's right to decline to purchase Shares if any of the Offer Conditions shall not have been satisfied. There can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions, or that adverse consequences might not result to the Company's business or that certain parts of the Company's business might not have to be disposed of if any such approvals were not obtained or other action taken.

Antitrust. The Hart-Scott-Rodino Act provides that the acquisition of Shares by Offeror may not be consummated unless certain information has been furnished to the Division (the 'Division') and the Federal Trade Commission (the 'FTC') and certain waiting period requirements have been satisfied. The rules promulgated by the FTC under the Hart-Scott-Rodino Act require the filing of a Notification and Report Form (the 'Form') with the Division and the FTC and that the acquisition of Shares under the Offer may not be consummated earlier than 15 days after receipt of the Form by the Division and the FTC. Within such 15 day period the Division or the FTC may request additional information or documentary material from Offeror. In the event of such request the acquisition of Shares under the Offer may not be consummated until 10 days after receipt of such additional information or documentary material by the Division or the FTC. Offeror filed its Form with the Division and the FTC on November 5, 1999. Offeror anticipates that the Company will file its Form with the Division and the FTC shortly.

Federal Reserve Board Regulations. Federal Reserve Board Regulations T, U and X (the 'Margin Regulations') promulgated by the Federal Reserve Board place restrictions on the amount of credit that may be extended for the purpose of purchasing margin stock (including the Shares) if such credit is secured directly or indirectly by margin stock. Because no borrowings secured by margin stock will be borrowed in order to finance the Offer, Parent and Offeror believe that the Margin Regulations are not applicable to the Offer.

State Takeover Laws. The Company is incorporated under the laws of the State of Delaware. In general, Section 203 of the DGCL prevents an 'interested stockholder' (generally a person who owns or has the right to acquire 15% or more of a corporation's outstanding voting stock, or an affiliate or associate thereof) from engaging in a 'business combination' (defined to include mergers and certain other transactions) with a Delaware corporation for a period of three years following the date such person became an interested stockholder unless, among other things, prior to such date the board of directors of the corporation approved either the business combination or the transaction in which the interested stockholder became an interested stockholder. On October 31, 1999, prior to the execution of the Merger Agreement, the Board of Directors of the Company, by unanimous vote of all directors present at a meeting held on such date, (i) approved the Offer and the Merger, (ii) determined that the Offer, the Merger Agreement and the Merger are fair to and advisable and in the best interests of the Company and its stockholders and (iii) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares in the Offer and, if applicable, vote to approve and adopt the Merger Agreement and the Merger. Accordingly, Section 203 is inapplicable to the Offer and the Merger.

A number of other states have adopted laws and regulations applicable to attempts to acquire securities of corporations which are incorporated, or have substantial assets, stockholders, principal

executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. In Edgar v. MITE Corp., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute, which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in CTS Corp. v. Dynamics Corp. of America, the Supreme Court held that the State of Indiana may, as a matter of corporate law and, in particular, with respect to those aspects of corporate law concerning corporate governance, constitutionally disqualify a potential acquirer from voting on the affairs of a target corporation without the prior approval of the remaining stockholders. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of stockholders in the state and were incorporated there.

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. Offeror does not know whether any of these laws will, by their terms, apply to the Offer or the Merger and has not complied with any such laws. Should any person seek to apply any state takeover law, Offeror will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event it is asserted that the takeover laws of any state are applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer, Offeror might be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, Offeror might be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer and the Merger. In such case, Offeror may not be obligated to accept for payment any Shares tendered. See Section 15, 'Certain Conditions to Offeror's Obligations.'

17. FEES AND EXPENSES.

Neither Offeror nor Parent will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by Offeror for customary mailing and handling expenses incurred by them in forwarding material to their customers.

Offeror has retained Georgeson Shareholder Communications Inc. as Information Agent and The Bank of New York as Depositary in connection with the Offer. The Information Agent and the Depositary will receive reasonable and customary compensation for their services hereunder and reimbursement for their reasonable out-of-pocket expenses. The Depositary will also be indemnified by Offeror against certain liabilities in connection with the Offer.

18. MISCELLANEOUS.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares residing in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction. In any jurisdiction where the securities or blue sky laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Offeror by one or more registered brokers or dealers which are licensed under the laws of such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of Offeror other than as contained in this Offer to Purchase or in the Letter of Transmittal, and, if any such information or representation is given or made, it should not be relied upon as having been authorized by Offeror.

Offeror has filed with the Commission a statement on Schedule 14D-1, pursuant to Section 14(d)(1) of the Exchange Act and Rule 14d-1 promulgated thereunder, furnishing certain information with respect to the Offer. Such statement and any amendments thereto, including exhibits, may be examined and copies may be obtained at the same places and in the same manner as set forth with respect to the Company in Section 8, 'Certain Information Concerning the Company.'

ALLIEDSIGNAL ACQUISITION CORP.

November 5, 1999

DIRECTORS AND EXECUTIVE OFFICERS
OF PARENT AND OFFEROR

The names and ages of the directors and executive officers of Parent and Offeror, and their present principal occupations, are set forth below. Each individual is a citizen of the United States. Unless otherwise indicated, each person's business address is 101 Columbia Road, Morris Township, New Jersey 07962.

PARENT

NAME, AGE AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH PARENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
William J. Amelio, 41	President -- AlliedSignal Transportation and Power Systems since August 1999. President, Turbocharging Systems from April 1997 to July 1999. Vice President, Re-Engineering and Information Systems of IBM Personal Computer Company from 1996 to 1997. Vice President, Operations, IBM Personal Computer Company from 1994 to 1995.
Hans W. Becherer, 64 ..... Deere & Company One John Deere Place Moline, IL 61265-8098	Member of the Board of Directors of AlliedSignal Inc. since 1991. Chairman and Chief Executive Officer of Deere & Company, a manufacturer of mobile power machinery and a supplier of financial services, since 1990. Director of The Chase Manhattan Corporation and Schering-Plough Corporation.
David E. Berges, 50	President -- AlliedSignal Consumer Products Group since January 1998. President, Bendix/Jurid unit of Friction Materials from November 1997 to December 1997. Vice President and General Manager, Engine Systems and Accessories unit of Aerospace Equipment Systems from July 1994 to October 1997.
Lawrence A. Bossidy, 64	Member of the Board of Directors of AlliedSignal Inc. since 1991. Chairman of the Board of AlliedSignal Inc. since 1992 and Chief Executive Officer since 1991. Director of Champion International Corporation, J.P. Morgan & Co. Incorporated and Merck & Co., Inc.
Gary A. Cappeline, 50	President -- AlliedSignal Specialty Chemicals since December 1998. Group Vice President, Pigments and Additives, Engelhard Corporation, a chemical manufacturer, from January 1997 to November 1998. Group Vice President, Specialty Chemicals of Ashland Chemical from January 1993 to December 1996.
Marshall N. Carter, 59 ..... State Street Corporation 225 Franklin Street Boston, MA 02110-2804	Member of the Board of Directors of AlliedSignal Inc. since 1999. Chairman of the Board since 1993 and Chief Executive Officer since 1992 of State Street Corporation and its principal subsidiary, State Street Bank and Trust Company. State Street is a provider of services to institutional investors worldwide.

NAME, AGE AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH PARENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Karen K. Clegg, 50	President -- AlliedSignal Federal Manufacturing & Technologies ('FM&T') since May 1995. Vice President of FM&T from February 1995 to April 1995. Vice President, Field Services and New Markets, AlliedSignal Technical Services Corporation from January 1994 to January 1995.
Ann M. Fudge, 48 ..... Maxwell House and Post Division Kraft Foods, Inc. 555 South Broadway Tarrytown, NY 10591	Member of the Board of Directors of AlliedSignal Inc. since 1993. Executive Vice President of Kraft Foods, Inc. since 1995. President of Kraft's Maxwell House and Post Division since 1997. Served as President of Kraft General Foods' Maxwell House Coffee Company from 1994 to 1995 and General Manager of the Maxwell House Coffee Division from 1995 to 1997. Kraft is the multinational food business of Philip Morris Companies Inc. Director of General Electric Company and Liz Claiborne, Inc.
Robert D. Johnson, 52	President and Chief Executive Officer of AlliedSignal Aerospace since April 1999. President -- Aerospace Marketing, Sales and Service from January 1999 to March 1999. President -- Electronic & Avionics Systems from October 1997 to December 1998, and Vice President and General Manager -- Aerospace Services from 1994 to 1997. Group Vice President, Manufacturing and Services of AAR Corp. from 1993 to 1994.
Larry E. Kittelberger, 50	Senior Vice President and Chief Information Officer of AlliedSignal Inc. since February 1999. Vice President and Chief Information Officer from August 1995 to January 1999. Corporate Chairman -- Information Officer Leadership Committee of Tenneco Inc., a diversified industrial concern, from June 1989 to July 1995.
Peter M. Kreindler, 54	Senior Vice President, General Counsel and Secretary of AlliedSignal Inc. since December 1994. Senior Vice President and General Counsel of AlliedSignal Inc. from March 1992 to November 1994.
Steven R. Loranger, 47	President -- AlliedSignal Engines and Systems since April 1999. President -- Engines from July 1997 to March 1999. President -- Truck Brake Systems from February 1995 to June 1997. Vice President -- Air Transport unit of Engines from May 1993 to January 1995.
Robert P. Luciano, 66 ..... Schering-Plough Corporation One Giralda Farms Madison, NJ 07940	Member of the Board of Directors of AlliedSignal Inc. since 1989. Served as Chief Executive Officer of Schering- Plough Corporation, a manufacturer and marketer of pharmaceuticals and consumer products, from 1982 through 1995 and Chairman of the Board from 1984 through 1998. Director of C.R. Bard, Inc., Merrill Lynch & Co. and Schering-Plough Corporation.

NAME, AGE AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH PARENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
Robert B. Palmer, 59	Member of the Board of Directors of AlliedSignal Inc. since 1995. Served as President and Chief Executive Officer of Digital Equipment Corporation, a provider of networked computer systems, software and services, from 1992 through mid-1998 and Chairman of the Board from 1995 through mid-1998.
Russell E. Palmer, 65 ..... The Palmer Group 3600 Market Street Philadelphia, PA 19104	Member of the Board of Directors of AlliedSignal Inc. since 1987. Chairman and Chief Executive Officer of The Palmer Group, a private investment firm, since 1990. Director of Federal Home Loan Mortgage Corporation, GTE Corporation, The May Department Stores Company and Safeguard Scientifics, Inc.
Donald J. Redlinger, 54	Senior Vice President -- Human Resources and Communications of AlliedSignal Inc. since February 1995. Senior Vice President -- Human Resources of AlliedSignal Inc. from January 1991 to January 1995.
Ivan G. Seidenberg, 52 ..... Bell Atlantic Corporation 1095 Avenue of the Americas New York, NY 10036	Member of the Board of Directors of AlliedSignal Inc. since 1995. Chairman and Chief Executive Officer of Bell Atlantic Corporation, a telecommunications and information services provider, since 1999. Served as Vice Chairman, President and Chief Executive Officer of Bell Atlantic Corporation from June 1998 until 1999, and Vice Chairman, President and Chief Operating Officer of Bell Atlantic Corporation following the merger of NYNEX Corporation and Bell Atlantic in 1997. Served as President and Chief Operating Officer of NYNEX Corporation from 1994 until 1995 and Chairman and Chief Executive Officer from 1995 until 1997. Director of American Home Products Corporation, Boston Properties, Inc., CVS Corporation and Viacom, Inc.
Andrew C. Sigler, 68 ..... Champion International Corporation One Champion Plaza Stamford, CT 06921	Member of the Board of Directors of AlliedSignal Inc. since 1994. Served as Chairman and Chief Executive Officer of Champion International Corporation, a paper and forest products company, from 1979 through 1996. Director of The Chase Manhattan Corporation and General Electric Company.
Jeffrey I. Sinclair, 49	President -- AlliedSignal Turbocharging Systems since September 1999. President, Truck Brake Systems from October 1997 to August 1999. Vice President, Global Sales and Marketing, Friction Materials from September 1996 to September 1997. Principal of A.T. Kearney, a management consulting company, from September 1995 to August 1996. President of St. James Group, a marketing consulting company, from March 1991 to August 1995.

NAME, AGE AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH PARENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
John R. Stafford, 62 ..... American Home Products Corporation Five Giralda Farms Madison, NJ 07940-0874	Member of the Board of Directors of AlliedSignal Inc. since 1993. Chairman of the Board and Chief Executive Officer of American Home Products Corporation, a manufacturer of pharmaceutical, health care, animal health and agricultural products, since 1986 and President from 1981 through 1990. Re-appointed as President in 1994. Director of Bell Atlantic Corporation, The Chase Manhattan Corporation and Deere & Company.
Lt. Gen. Thomas P. Stafford, 69 ..... Stafford, Burke and Hecker, Inc. 1006 Cameron Street Alexandria, VA 22314	Member of the Board of Directors of AlliedSignal Inc. since 1981. Consultant for General Technical Services, Inc., a consulting firm, since 1984. Vice Chairman and co- founder of Stafford, Burke and Hecker, Inc., a Washington-based consulting firm. Chairman of Omega Watch Corporation of America and a Director of CMI Corporation, Cycomm International Inc., Seagate Technology Inc., Timet Inc. and Tremont Corporation.
Richard F. Wallman, 48	Senior Vice President and Chief Financial Officer of AlliedSignal Inc. since March 1995. Vice President and Controller of International Business Machines Corp. (IBM) from April 1994 to February 1995.
John H. Weber, 43	President -- AlliedSignal Friction Materials since 1999. President and Chief Operating Officer of KN Energy Inc. from 1998 to 1999. President of Vickers Inc., a unit of Aeroquip-Vickers, Inc., and Executive Vice President of Aeroquip-Vickers from 1996 to 1998. Group Vice President, Vickers Industrial Group, from 1994 to 1996.
David N. Weidman, 44	President -- AlliedSignal Polymers since March 1998. President, Fluorine Products unit of Specialty Chemicals from May 1995 to February 1998. Vice President and General Manager, Performance Additives unit of Specialty Chemicals from May 1994 to April 1995. Vice President and General Manager of American Cyanamid's Fibers business from 1990 to 1994.
Robert C. Winters, 67 ..... The Prudential Insurance Company of America 751 Broad Street Newark, NJ 07102-3777	Member of the Board of Directors of AlliedSignal Inc. since 1989. Served as Chairman and Chief Executive Officer of The Prudential Insurance Company of America, a provider of insurance and financial services, from 1987 through 1994 and has served as Chairman Emeritus since 1994.
Henry T. Yang, 58 ..... University of California, Santa Barbara 5221 Cheadle Hall Santa Barbara, CA 93106	Member of the Board of Directors of AlliedSignal Inc. since 1996. Chancellor of the University of California, Santa Barbara since 1994.

NAME, AGE AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT WITH OFFEROR; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
James V. Gelly, 39	Treasurer of AlliedSignal Acquisition Corp. Vice President and Treasurer of AlliedSignal Inc. since February 1999. Vice President -- Finance and Chief Financial Officer of AlliedSignal Aerospace Marketing Sales & Service from April 1998 to February 1999. Vice President -- Investor Relations of AlliedSignal Inc. from September 1996 to March 1998. Assistant Treasurer -- Investor Relations from May 1994 to August 1996.
Peter M. Kreindler, 54	Member of the Board of Directors and President of AlliedSignal Acquisition Corp. (see above under 'Parent' for employment history).
Thomas F. Larkins, 38	Member of the Board of Directors and Assistant Secretary of AlliedSignal Acquisition Corp. Vice President and General Counsel -- Aerospace Services and the Aerospace Market Segment Organizations of AlliedSignal Inc. since April 1999. Vice President and General Counsel -- AlliedSignal Aerospace Marketing, Sales and Service from 1997 to March 1999. Senior Vice President, General Counsel and Secretary of L.A. Gear, Inc., a designer, developer and marketer of athletic footwear, from 1994 to 1997, and Chief Administrative Officer from 1995 to 1997.
Victor P. Patrick, 41	Member of the Board of Directors and Vice President and Secretary of AlliedSignal Acquisition Corp. Deputy General Counsel, Corporate and Finance, of AlliedSignal Inc. since April 1999. Vice President and General Counsel of AlliedSignal Aerospace Equipment Systems from November 1997 to April 1999. Associate General Counsel, Corporate and Finance, of AlliedSignal Inc. from January 1996 to October 1997. Assistant General Counsel, Corporate and Finance, of AlliedSignal Inc. from November 1994 to December 1995.

Facsimile copies of the Letter of Transmittal, properly completed and duly signed, will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each stockholder of the Company or his broker, dealer, commercial bank, trust company or other nominee to the Depositary, at one of the addresses set forth below:

The Depositary for the Offer is:
THE BANK OF NEW YORK

By Mail:	Facsimile Transmission:	By Hand or Overnight Courier:
Tender & Exchange Department	(For Eligible Institutions	Tender & Exchange Department
P.O. Box 11248	Only)	101 Barclay Street
Church Street Station	(212) 815-6213	Receive and Deliver Window
New York, New York 10286-1248		New York, New York 10286

For Confirmation Telephone:
(212) 815-6173

Questions and requests for assistance may be directed to the Information Agent at its address and telephone number listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below and will be furnished promptly at Offeror's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

[LOGO OF GEORGESON SHAREHOLDER COMMUNICATIONS INC.]

17 State Street
10th Floor
New York, New York 10004
Bankers and Brokers Call Collect: (212) 440-9800
All Others Call Toll-Free: (800) 223-2064

LETTER OF TRANSMITTAL
TO TENDER SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
PURSUANT TO THE OFFER TO PURCHASE
DATED NOVEMBER 5, 1999
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

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THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS EXTENDED.

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The Depositary for the Offer is:
THE BANK OF NEW YORK

By Mail:	Facsimile Copy Number	By Hand or Overnight Courier:
Tender & Exchange Department	(For Eligible Institutions Only)	Tender & Exchange Department
P.O. Box 11248	(212) 815-6213	101 Barclay Street
Church Street Station		Receive and Deliver Window
New York, New York 10286-1248	For Confirmation Telephone (212) 815-6173	New York, New York 10286

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE THEREFOR PROVIDED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by holders of Shares (as defined below) of TriStar Aerospace Co. (the 'Stockholders') if certificates evidencing Shares ('Certificates') are to be forwarded herewith or, unless an Agent's Message (as defined in Section 2 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company (a 'Book-Entry Transfer Facility') pursuant to the procedures set forth in Section 3 of the Offer to Purchase.

Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates for, or a Book-Entry Confirmation (as defined in Section 2 of the Offer to Purchase) with respect to, their Shares and all other required documents to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 hereof.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDERS(S) (PLEASE FILL IN, IF BLANK)	SHARES TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	SHARE CERTIFICATE NUMBER(S)*	NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**
	TOTAL SHARES		

* Need not be completed by stockholders tendering by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares represented by any certificates delivered to the Depositary are being tendered. See Instruction 4.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE INSTRUCTIONS CAREFULLY

[ ] CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH A BOOK-ENTRY TRANSFER FACILITY, AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN A BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER).

Name of Tendering Institution: _____

Account No.: _____ at

[ ] The Depository Trust Company

Transaction Code No.: _____

[ ] CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Shareholder(s): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Window Ticket Number (if any): _____

Name of Institution which Guaranteed Delivery: _____

If delivery is by book-entry transfer:

Name of Tendering Institution: _____

Account No.: _____ at

[ ] The Depository Trust Company

Transaction Code Number: _____

Ladies and Gentlemen:

The undersigned hereby tenders to AlliedSignal Acquisition Corp., a Delaware corporation ('Offeror'), and wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation ('Parent'), the above-described shares of Common Stock, $0.01 par value per share (the 'Shares'), of TriStar Aerospace Co., a Delaware corporation (the 'Company'), at a price of $9.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 5, 1999 (the 'Offer to Purchase'), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together constitute the 'Offer'). The Offer is being made in connection with the Agreement and Plan of Merger, dated as of October 31, 1999, among Parent, Offeror, and the Company (the 'Merger Agreement'). The undersigned understands that Offeror reserves the right to transfer or assign, in whole or from time to time in part, to any direct or indirect wholly owned subsidiary of Parent, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Offeror of its obligations under the Offer or prejudice the rights of tendering holders of the Shares ('Stockholders') to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of, or payment for, Shares tendered herewith in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms or conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, Offeror all right, title and interest in and to all of the Shares that are being tendered hereby and any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Offer (a 'Distribution'), and constitutes and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver Certificates evidencing such Shares (and any Distributions), or transfer ownership of such Shares (and any Distributions) on the account books maintained by a Book-Entry Transfer Facility together, in any such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, Offeror, upon receipt by the Depositary, as the undersigned's agent, of the purchase price with respect to such Shares, (ii) present such Shares (and any Distributions) for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any Distributions), all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each designee of Offeror as the attorney-in-fact and proxy of the undersigned, each with full power of substitution, to the full extent of the undersigned's rights with respect to all Shares tendered hereby and accepted for payment and paid for by Offeror (and any Distributions), including, without limitation, the right to vote such Shares (and any Distributions) in such manner as each such attorney and proxy or his substitute shall, in his sole discretion, deem proper. All such powers of attorney and proxies, being deemed to be irrevocable, shall be considered coupled with an interest in the Shares tendered herewith. Such appointment will be effective when, and only to the extent that, Offeror accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney and proxies given by the undersigned with respect to such Shares (and any Distributions) will be revoked, without further action, and no subsequent powers of attorney and proxies may be given (and, if given, will be deemed ineffective). The designees of Offeror will, with respect to the Shares (and any Distributions) for which such appointment is effective, be empowered to exercise all voting and other rights of the undersigned as they in their sole discretion may deem proper. Offeror reserves the absolute right to require that, in order for Shares to be deemed validly tendered, immediately upon the acceptance for payment of such Shares, Offeror or its designees are able to exercise full voting rights with respect to such Shares (and any Distributions).

All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any Distributions) and that, when the same are accepted for payment and paid for by Offeror, Offeror will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances including irrevocable proxies, and that the Shares tendered hereby (and any Distributions) will not be subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or Offeror to be necessary or

desirable to complete the sale, assignment and transfer of Shares tendered hereby (and any Distributions). In addition, the undersigned shall promptly remit and transfer to the Depositary, for the account of Offeror, all Distributions issued to the undersigned on or after October 31, 1999, in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer; and pending such remittance and transfer or appropriate assurance thereof, Offeror shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount of value thereof, as determined by Offeror in its sole discretion.

The undersigned understands that Offeror's acceptance for payment of any Shares tendered hereby will constitute a binding agreement between the undersigned and Offeror with respect to such Shares upon the terms and subject to the conditions of the Offer.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, Offeror may not be required to accept for payment any of the Shares tendered hereby or may accept for payment fewer than all of the Shares tendered hereby.

Unless otherwise indicated herein under 'Special Payment Instructions,' please issue the check for the purchase price and/or return any Certificates evidencing Shares not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing under 'Description of Shares Tendered.' Similarly, unless otherwise indicated under 'Special Delivery Instructions,' please mail the check for the purchase price and/or return any Certificates evidencing Shares not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under 'Description of Shares Tendered.' In the event that both the 'Special Payment Instructions' and the 'Special Delivery Instructions' are completed, please issue the check and/or return any such Certificates evidencing Shares not tendered or not accepted for payment in the name(s) of, and deliver such check and/or return such Certificates to, the person(s) so indicated. Unless otherwise indicated herein under 'Special Payment Instructions,' in the case of a book-entry delivery of Shares, please credit the account maintained at the Book-Entry Transfer Facility indicated above with respect to any Shares not accepted for payment. The undersigned recognizes that Offeror has no obligation pursuant to the 'Special Payment Instructions' to transfer any Shares from the name of the registered holder thereof if Offeror does not accept for payment any of the Shares tendered hereby.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 4, 5, 6 AND 7)

To be completed ONLY if Certificates not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry transfer that are not accepted for payment are to be returned by credit to an account maintained at a Book-Entry Transfer Facility, other than to the account indicated above.

Issue: [ ] Check [ ] Certificate(s) to:

Name: _____
(PLEASE PRINT)

Address: _____

_____

_____
(ZIP CODE)

_____
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NO.)
(SEE SUBSTITUTE FORM W-9)

[ ] Credit Shares by book-entry transfer and not purchased to the account set forth below

Name of Account Party: _____

Acct No.: _____

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 4, 5, 6 AND 7)

To be completed ONLY if Certificates not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificates to:

Name: _____
(PLEASE PRINT)

Address: _____

_____

_____
(ZIP CODE)

_____
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NO.)

(SEE SUBSTITUTE FORM W-9)

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. Guarantee of Signatures. Except as otherwise provided below, signatures on this Letter of Transmittal need not be guaranteed by a member firm of a registered national securities exchange (registered under Section 6 of the Securities Exchange Act of 1934, as amended (the 'Exchange Act')) or by a member firm of the National Association of Securities Dealers, Inc., by a commercial bank or trust company having an office or correspondent in the United States or by any other 'Eligible Guarantor Institution' (bank, stockholder, savings and loan association or credit union with membership approved signature guarantee medallion program) as defined in Rule 17Ad-15 under the Exchange Act (each of the foregoing constituting an 'Eligible Institution'), unless the Shares tendered hereby are tendered (i) by the registered holder (which term, for purposes of this document, shall include any participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) of such Shares who has completed either the box entitled 'Special Payment Instructions' or the box entitled 'Special Delivery Instructions' herein or (ii) as noted in the following sentence. If the Certificates are registered in the name of a person or persons other than the signer of this Letter of Transmittal, or if payment is to be made, or Certificates evidencing unpurchased Shares are to be issued or returned, to a person other than the registered owner or owners, then the tendered Certificates must be endorsed or accompanied by duly executed stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the Certificates, with the signatures on the Certificates or stock powers guaranteed by an Eligible Institution as provided herein. See Instruction 5.

2. Requirements of Tender. This Letter of Transmittal is to be completed by Stockholders if Certificates evidencing Shares are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares is to be made pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase. For a Stockholder to validly tender Shares pursuant to the Offer, either (a) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any required signature guarantees and any other required documents, or an Agent's Message in the case of a book-entry delivery, must be received by the Depositary at one of its addresses set forth herein prior to the Expiration Date and either (i) Certificates for tendered Shares must be received by the Depositary at one of such addresses prior to the Expiration Date or (ii) Shares must be delivered pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase and a Book-Entry Confirmation must be received by the Depositary prior to the Expiration Date or (b) the tendering Stockholder must comply with the guaranteed delivery procedures set forth below and in Section 3 of the Offer to Purchase.

Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depositary or complete the procedures for book-entry transfer prior to the Expiration Date may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Offeror, must be received by the Depositary prior to the Expiration Date, and (iii) the Certificates representing all tendered Shares, in proper form for transfer, or a Book-Entry Confirmation with respect to all tendered Shares, together with a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees and any other documents required by this Letter of Transmittal, must be received by the Depositary within three NYSE trading days after the date of such Notice of Guaranteed Delivery. If Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) must accompany each such delivery.

THE METHOD OF DELIVERY OF CERTIFICATES, THIS LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND SOLE RISK OF THE TENDERING STOCKHOLDER AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted. All tendering Stockholders, by execution of this Letter of Transmittal (or a facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. Inadequate Space. If the space provided herein is inadequate, the information required under 'Description of Shares Tendered' should be listed on a separate signed schedule attached hereto.

4. Partial Tenders. If less than all of the Shares represented by any Certificates delivered to the Depositary herewith is to be tendered hereby, fill in the number of Shares which are to be tendered in the box entitled 'Number of Shares Tendered.' In such case, a new Certificate for the remainder of the Shares that were evidenced by the old Certificate(s) will be sent, without expense, to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled 'Special Payment Instructions' or the box entitled 'Special Delivery Instructions' on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Certificate(s) delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any of the tendered Shares are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates. To obtain additional Letters of Transmittal, you may either make a photocopy of this Letter of Transmittal or call Georgeson Shareholder Communications Inc., the Information Agent, at (800) 223-2064.

If this Letter of Transmittal or any Certificates or instruments of transfer are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Offeror of such person's authority to so act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Certificates or separate instruments of transfer are required unless payment is to be made, or Certificates not tendered or not purchased are to be issued or returned, to a person other than the registered holder(s).

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares evidenced by the Certificate(s) listed and transmitted hereby, the Certificate(s) must be endorsed or accompanied by appropriate instruments of transfer, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificate(s). Signature(s) on such Certificate(s) and such endorsements or instruments of transfer must be guaranteed by an Eligible Institution.

6. Transfer Taxes. Except as set forth in this Instruction 6, Offeror will pay or cause to be paid any transfer taxes with respect to the transfer and sale of purchased Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Certificates for Shares not tendered or not purchased are to be registered in the name of, any person other than the registered holder(s), or if tendered Certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered holder(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted herewith.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATE(S) LISTED IN THIS LETTER OF TRANSMITTAL.

7. Special Payment and Delivery Instructions. If a check and/or Certificates for unpurchased Shares are to be issued in the name of a person other than the signer of this Letter of Transmittal or if a check is to be sent and/or such Certificates are to be returned to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. If any tendered Shares are not purchased for any reason and such Shares are delivered by book-entry transfer to a Book-Entry Transfer Facility, such Shares will be credited to an account maintained at the appropriate Book-Entry Transfer Facility.

8. Requests for Assistance or Additional Copies. Questions and requests for assistance may be directed to the Information Agent at its address or telephone number set forth below and requests for additional copies of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies and such materials will be furnished at Offeror's expense.

9. Waiver of Conditions. The conditions of the Offer may be waived by Offeror, in whole or in part, at any time or from time to time, at Offeror's sole discretion, subject to the terms of the Offer and the Merger Agreement.

10. Backup Withholding Tax. Each tendering Stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ('TIN') on Substitute Form W-9, which is provided under 'Important Tax Information' below. FAILURE TO PROVIDE THE INFORMATION ON THE SUBSTITUTE FORM W-9 MAY SUBJECT THE TENDERING STOCKHOLDER TO 31% FEDERAL INCOME TAX BACKUP WITHHOLDING ON THE PAYMENT OF THE PURCHASE PRICE FOR THE SHARES. The tendering Stockholder should indicate in the box in Part III of the Substitute Form W-9 if the tendering Stockholder has not been issued a TIN and has applied for or intends to apply for a TIN in the near future, in which case the tendering Stockholder should complete the Certificate of Awaiting Taxpayer Identification Number provided below. If the Stockholder has indicated in the box in Part III that a TIN has been applied for and the Depositary is not provided a TIN within 60 days, the Depositary will withhold 31% of all payments of the purchase price, if any, made thereafter pursuant to the Offer until a TIN is provided to the Depositary.

11. Lost or Destroyed Certificates. If any Certificate(s) representing Shares has been lost or destroyed, the holders should promptly notify the Depositary. The holders will then be instructed as to the procedure to be followed in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificate(s) have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (TOGETHER WITH CERTIFICATES OR A BOOK-ENTRY CONFIRMATION FOR SHARES AND ANY OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE DEPOSITARY, OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY, PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under federal income tax law, a Stockholder whose tendered Shares are accepted for payment is required to provide the Depositary (as payer) with such Stockholder's correct TIN on Substitute Form W-9 below. If such Stockholder is an individual, the TIN is his social security number. If the tendering Stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such Stockholder should so indicate on the Substitute Form W-9 and should complete the Certificate of Awaiting Taxpayer Identification Number provided below. See Instruction 10. If the Depositary is not provided with the correct TIN, the Stockholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such Stockholders with respect to Shares purchased pursuant to the Offer may be subject to federal income tax backup withholding.

Certain Stockholders (including among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that Stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Forms for such statements can be obtained from the Depositary. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the Stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent federal income tax backup withholding with respect to payment of the purchase price for Shares purchased pursuant to the Offer, a Stockholder must provide the Depositary with his correct TIN by completing the Substitute Form W-9 below, certifying that the TIN provided on Substitute Form W-9 is correct (or that such Stockholder is awaiting a TIN) and that (1) such Stockholder has not been notified by the Internal Revenue Service that he is subject to backup withholding as a result of failure to report all interest or dividends or (2) the Internal Revenue Service has notified the Stockholder that he is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The Stockholder is required to give the Depositary the social security number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report.

- ---

SIGN HERE
(COMPLETE SUBSTITUTE FORM W-9 BELOW)

_____

_____

SIGNATURE(S) OF OWNER(S)

Name(s) _____

_____

(PLEASE PRINT)

Capacity (Full Title) _____

Address _____

_____

_____

_____

(INCLUDE ZIP CODE)

_____

Area Code and Telephone Number _____

Taxpayer Identification or Social Security Number _____
(SEE SUBSITUTE FORM W-9)

Dated: _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by the person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5).

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 5)

FOR USE BY FINANCIAL INSTITUTIONS ONLY.

Authorized Signature(s) _____

Name _____

_____

(PLEASE PRINT)

Name of Firm _____

(INCLUDE ZIP CODE)

Area Code and Telephone Number _____

Dated: _____

- ---

PAYOR'S NAME: THE BANK OF NEW YORK

SUBSTITUTE FORM W-9	PART I -- PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	PART III -- TIN: _____ Social Security Number or Employer Identification Number
DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE	PART II -- For Payees exempt from backup withholding, see the enclosed Guidelines for Certification or Taxpayer Identification Number on Substitute Form W-9 and complete as instructed therein	
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ('TIN') AND CERTIFICATION	Certification -- Under penalties of perjury, I certify that: (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service ('IRS') that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.	
	Signature: _____ Date:_____	

CERTIFICATION INSTRUCTIONS -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). (Also see the instructions in the enclosed Guidelines.)

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING YOUR TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a TIN has not been issued to me, and either (1) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Officer or (2), I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 31% of all payments pursuant to the Offer made to me thereafter will be withheld until I provide a number.

Signature: _____ Date: _____

The Information Agent for the Offer is:

[Georgeson Logo]

17 State Street, 10th Floor
New York, NY 10004
Bankers and Brokers Call Collect: (212) 440-9800
All Others Call Toll Free: (800) 223-2064

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
AT
$9.50 NET PER SHARE
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

- ---

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS EXTENDED.

- ---

November 5, 1999

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We have been appointed by AlliedSignal Acquisition Corp., a Delaware corporation ('Offeror') and direct wholly owned subsidiary of AlliedSignal Inc. ('Parent'), to act as Information Agent in connection with Offeror's offer to purchase all outstanding shares of Common Stock, $0.01 par value per share (collectively, the 'Shares'), of TriStar Aerospace Co., a Delaware corporation (the 'Company'), at a purchase price of $9.50 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 5, 1999 (the 'Offer to Purchase'), and in the related Letter of Transmittal (which together with any amendments or supplements thereto, collectively constitute the 'Offer') enclosed herewith. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of October 31, 1999, among Parent, Offeror and the Company (the 'Merger Agreement'). Holders of Shares whose certificates for such Shares are not immediately available or who cannot deliver their certificates and all other required documents to The Bank of New York (the 'Depositary') or complete the procedures for book-entry transfer prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A MINIMUM NUMBER OF SHARES WHICH, WHEN ADDED TO THE SHARES, IF ANY, BENEFICIALLY OWNED BY PARENT, ITS AFFILIATES OR OFFEROR (EXCLUDING SHARES BENEFICIALLY OWNED BY OFFEROR BY VIRTUE OF THE SHAREHOLDERS AGREEMENT (AS DEFINED IN SECTION 13 OF THE OFFER TO PURCHASE)) WOULD CONSTITUTE AT LEAST A MAJORITY OF THE OUTSTANDING SHARES ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE. THE OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS CONTAINED IN THIS OFFER TO PURCHASE. SEE SECTIONS 1 AND 15 OF THE OFFER TO PURCHASE.

Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares registered in your name or in the name of your nominee.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, or who hold Shares registered in their own names, we are enclosing the following documents:

1. The Offer to Purchase, dated November 5, 1999.

2. The Letter of Transmittal to be used by holders of Shares in accepting the Offer and tendering Shares. Facsimile copies of the Letter of Transmittal (with manual signatures) may be used to tender Shares.

3. A letter to stockholders of the Company from P. Quentin Bourjeaurd, President and Chief Executive Officer of the Company, together with a Solicitation/Recommendation Statement on Schedule 14D-9 filed with the Securities and Exchange Commission by the Company and mailed to the stockholders of the Company.

4. The Notice of Guaranteed Delivery for Shares to be used to accept the Offer if neither of the two procedures for tendering Shares set forth in the Offer to Purchase can be completed on a timely basis.

5. A printed form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

6. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9.

7. A return envelope addressed to the Depositary.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Offeror will accept for payment and will pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn in accordance with Section 4 of the Offer to Purchase promptly after the later to occur of (a) the Expiration Date and (b) the satisfaction or waiver of the conditions set forth in Section 15 of the Offer to Purchase related to regulatory matters. Subject to compliance with Rule 14e-1(c) under the Exchange Act, Offeror expressly reserves the right to delay payment for Shares in order to comply in whole or in part with any applicable law. See Sections 1 and 16 of the Offer to Purchase. In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company, pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with all required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined in Section 2 of the Offer to Purchase) and (iiii) any other documents required by the Letter of Transmittal.

Neither Offeror nor Parent will pay any fees or commissions to any broker, dealer or any other person (other than the Information Agent and the Depositary as described in Section 17 of the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. Offeror will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Offeror will pay or cause to be paid any stock transfer taxes incident to the transfer to it of validly tendered Shares, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS THE OFFER IS EXTENDED.

In order to take advantage of the Offer, (i) a duly executed and properly completed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message or other required documents should be sent to the Depositary and (ii) certificates representing the tendered Shares or a timely Book-Entry Confirmation (as defined in Section 2 of the Offer to Purchase) should be delivered to the Depositary in accordance with the instructions set forth in the Offer.

If holders of Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents or complete the procedures for book-entry transfer prior to the Expiration Date, a tender must be effected by following the guaranteed delivery procedures specified in Section 3 of the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to Georgeson Shareholder Communications Inc., the Information Agent for the Offer, at 17 State Street, 10th Floor, New York, New York 10004, (212) 440-9800.

Additional copies of the enclosed materials may be obtained by calling Georgeson Shareholder Communications Inc., the Information Agent for the Offer at (212) 440-9800 or from brokers, dealers, commercial banks or trust companies.

Very truly yours,

GEORGESON SHAREHOLDER COMMUNICATIONS INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF PARENT, OFFEROR, THE COMPANY, THE DEPOSITARY, THE INFORMATION AGENT OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENT OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
AT
$9.50 NET PER SHARE
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

- ---

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS EXTENDED.

- ---

November 5, 1999

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated November 5, 1999 (the 'Offer to Purchase'), and the related Letter of Transmittal (which together constitute the 'Offer') relating to the offer by AlliedSignal Acquisition Corp., a Delaware corporation ('Offeror') and wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation ('Parent'), to purchase all of the outstanding shares of Common Stock, $0.01 par value per share (the 'Shares'), of TriStar Aerospace Co., a Delaware corporation (the 'Company'), at a price of $9.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of October 31, 1999, among Parent, Offeror, and the Company (the 'Merger Agreement'). Holders of Shares whose certificates for such Shares (the 'Certificates') are not immediately available or who cannot deliver their Certificates and all other required documents to the Depositary or complete the procedures for book-entry transfer prior to the Expiration Date (as defined in the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

WE ARE (OR OUR NOMINEE IS) THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request instructions as to whether you wish us to tender on your behalf any or all of the Shares held by us for your account, pursuant to the terms and conditions set forth in the Offer.

Please note the following:

1. The tender price is $9.50 per Share, net to the seller in cash.

2. The Offer is subject to a Minimum Condition (as defined in the Offer to Purchase) and certain other conditions. See Sections 1 and 15 of the Offer to Purchase.

3. The Offer is being made for all of the outstanding Shares.

4. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Offeror pursuant to the Offer. However, federal income tax backup withholding at a rate of 31% may be required, unless an exemption is provided or unless the required taxpayer identification information is provided. See Instruction 10 of the Letter of Transmittal.

5. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on Monday, December 6, 1999, unless the Offer is extended.

6. The Board of Directors of the Company (the 'Board') has unanimously approved the Offer and the Merger (as defined in the Offer to Purchase), has determined that the Merger Agreement and the Offer are fair to and advisable and in the best interests of the Company and its stockholders and has resolved to recommend acceptance of the Offer to the Company's stockholders, and that the stockholders tender their Shares in the Offer and, if applicable, vote to approve and adopt the Merger Agreement and the Merger.

7. Notwithstanding any other provision of the Offer, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) Certificates pursuant to the procedures set forth in Section 3 of the Offer to Purchase, or a timely Book-Entry Confirmation (as defined in Section 2 of the Offer to Purchase) with respect to such Shares, (b) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined in Section 2 of the Offer to Purchase) and (c) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when Certificates are actually received by the Depositary.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth below. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified below. YOUR INSTRUCTIONS TO US SHOULD BE FORWARDED PROMPTLY TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION OF THE OFFER.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares residing in any jurisdiction in which the making of the offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, Offeror may, in its discretion, take such action as it may deem necessary to make the Offer in any jurisdiction and extend the Offer to holders of shares in such jurisdiction.

In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Offeror by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO
THE OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
BY
ALLIEDSIGNAL ACQUISITION CORP.

The undersigned acknowledge(s) receipt of your letter, the enclosed Offer to Purchase of AlliedSignal Acquisition Corp., dated November 5, 1999, and the related Letter of Transmittal (which together constitute the 'Offer') in connection with the offer by AlliedSignal Acquisition Corp., a Delaware corporation and wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation, to purchase all outstanding shares of Common Stock (the 'Shares'), of TriStar Aerospace Co., a Delaware corporation.

This will instruct you to tender to Offeror the number of Shares indicated below (or if no number is indicated below, all Shares) which are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

- ---
Number of Shares to be Tendered:* _____
- ---

SIGN HERE

Account Number: _____

Date: _____, _____

_____
Signature(s)

_____

_____
(Print Name(s))

_____

_____
(Print Address(es))

_____
(Area Code and Telephone Number(s))

_____
(Taxpayer Identification or
Social Security Number(s))

- ---
* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

NOTICE OF GUARANTEED DELIVERY
FOR TENDER OF SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
AT
$9.50 NET PER SHARE
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

- ---

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS EXTENDED.

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This Notice of Guaranteed Delivery or one substantially equivalent hereto must be used to accept the Offer (as defined below) if certificates representing the Common Stock, $0.01 par value per share (the 'Shares') of TriStar Aerospace Co., a Delaware corporation (the 'Company'), are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach The Bank of New York (the 'Depositary') prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). This Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile transmission or United States mail, overnight mail or courier to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:
THE BANK OF NEW YORK

BY MAIL:	FACSIMILE COPY NUMBER	BY HAND OR OVERNIGHT COURIER:
Tender & Exchange Department	(For Eligible Institutions Only)	Tender & Exchange Department
P.O. Box 11248	(212) 815-6213	101 Barclay Street
Church Street Station		Receive and Deliver Window
New York, New York 10286-1248		New York, New York 10286

FOR CONFIRMATION TELEPHONE
(212) 815-6173

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an 'Eligible Institution' under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to AlliedSignal Acquisition Corp., a Delaware corporation and wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 5, 1999 (the 'Offer to Purchase'), and in the related Letter of Transmittal (which together constitute the 'Offer'), receipt of which is hereby acknowledged, the number of Shares indicated below pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares: _____

Certificate Numbers (if available): _____

_____

_____

Date: _____

Name(s) of Record Holder(s): _____

_____

_____

(PLEASE TYPE OR PRINT)

If Share(s) will be tendered by book entry transfer:

Names of Tendering Institutions:

_____

_____

Account No.: _____ at

[ ] The Depository Trust Company

Address(es): _____

_____

_____

(ZIP CODE)

Area Code and Tel. No(s).: _____

Signature(s): _____

_____

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as defined in Section 3 of the Offer to Purchase), hereby guarantees to deliver to the Depositary the certificates representing Shares tendered hereby, in proper form for transfer, or a Book-Entry Confirmation (as defined in Section 2 of the Offer to Purchase) with respect to such Shares, in either case together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal, all within three NYSE trading days after the date hereof.

Name of Firm: _____

Address: _____

_____

_____

(ZIP CODE)

Area Code and Tel. No.: _____

_____

(AUTHORIZED SIGNATURE)

Name: _____

(PLEASE TYPE OR PRINT)

Title: _____

Date: _____

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES FOR SHARES SHOULD BE SENT ONLY TOGETHER WITH YOUR LETTER OF TRANSMITTAL.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYOR. -- Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payor.

For this type of account:	Give the SOCIAL SECURITY number of --
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, the first individual on the account(1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7. a. A revocable savings trust account (in which grantor is also trustee)	The grantor-trustee(1)
b. Any 'trust' account that is not a legal or valid trust under State law	The actual owner(4)
8. Sole proprietorship account	The owner(4)

For this type of account:	Give the EMPLOYER IDENTIFICATION number of --
9. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
10. Corporate account	The corporation
11. Religious, charitable, or educational organization account	The organization
12. Partnership account held in the name of the business	The partnership
13. Association, club or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or nominee
15. Account with the Department of Agriculture in the name of a public entity (such as a state or local governmental school district or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.
(2) Circle the minor's name and furnish minor's social security number.
(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
(4) Show the name of the owner.
(5) List first and circle the name of the legal trust, estate or pension trust.
NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Card or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), or Form W-7 for Individual Taxpayer Identification Number (for alien individuals required to file U.S. tax returns) at an office of the Social Security Administration or the Internal Revenue Service.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

A corporation.
A financial institution.
An organization exempt from tax under section 501(a), or an individual retirement plan, or a custodial account under Section 403(b)(7).
The United States or any agency or instrumentality thereof.
A State, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.
A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
An international organization or any agency or instrumentality thereof.
A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
A real estate investment trust.
A common trust fund operated by a bank under section 584(a).
An entity registered at all times during the tax year under the Investment Company Act of 1940.
A foreign central bank of issue.

PAYMENTS NOT GENERALLY SUBJECT TO BACKUP WITHHOLDING

Payment of dividends and patronage dividends not generally subject to backup withholding include the following:

Payments to nonresident aliens subject to withholding under section 1441.
Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
Payments of patronage dividends where the amount received is not paid in money.
Payments made by certain foreign organizations.
Payments made to a nominee.

Payments of interest not generally subject to backup withholding include the following:

Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
Payments of tax-exempt interest (including exempt-interest dividends under section 852).
Payments described in section 6049(b)(5) to non-resident aliens.
Payments on tax-free covenant bonds under section 1451.
Payments made by certain foreign organizations.
Payments made to a nominee.

EXEMPT PAYEES DESCRIBED ABOVE SHOULD FILE A SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE 'EXEMPT' ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 604lA(a), 6045 and 6050A.

PRIVACY ACT NOTICE -- Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDER. -- If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. -- Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

THIS ANNOUNCEMENT IS NEITHER AN OFFER TO PURCHASE NOR A SOLICITATION OF AN OFFER TO SELL SHARES. THE OFFER IS MADE SOLELY BY THE OFFER TO PURCHASE, DATED NOVEMBER 5, 1999, AND THE RELATED LETTER OF TRANSMITTAL AND IS NOT BEING MADE TO, AND TENDERS WILL NOT BE ACCEPTED FROM, OR ON BEHALF OF, HOLDERS OF SHARES IN ANY JURISDICTION IN WHICH THE MAKING OF THE OFFER OR THE ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION. IF THE SECURITIES LAWS OF ANY JURISDICTION REQUIRE THE OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFER SHALL BE DEEMED TO BE MADE ON BEHALF OF ALLIEDSIGNAL ACQUISITION CORP. BY ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION.

NOTICE OF OFFER TO PURCHASE
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
TRISTAR AEROSPACE CO.
AT
$9.50 NET PER SHARE IN CASH
BY
ALLIEDSIGNAL ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
ALLIEDSIGNAL INC.

AlliedSignal Acquisition Corp., a Delaware corporation ("Offeror") and wholly owned subsidiary of AlliedSignal Inc., a Delaware corporation ("Parent"), is offering to purchase all outstanding shares of Common Stock, par value $0.01 per share (the "Shares"), of TriStar Aerospace Co., a Delaware corporation (the "Company"), at a purchase price of $9.50 per share (such amount, or any greater amount per Share paid pursuant to the Offer, being hereinafter referred to as the "Offer Price"), net to the seller in cash, without interest thereon, less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 5, 1999, and the related Letter of Transmittal (which together constitute the "Offer"). See the Offer to Purchase for capitalized terms used but not defined herein.

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THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, DECEMBER 6, 1999, UNLESS THE OFFER IS EXTENDED.

- ---

The Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn prior to the Expiration Date (as defined below) a minimum number of Shares which, when added to the Shares, if any, beneficially owned by Parent, its affiliates or Offeror (excluding Shares beneficially owned by Offeror by virtue of the Shareholders Agreement (as defined in Section 13 of the Offer to Purchase)) would constitute at least a majority of the outstanding Shares on a fully diluted basis on the date of purchase (the "Minimum Condition") and (ii) the expiration or termination of any applicable waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). See Sections 1 and 15 of the Offer to Purchase.

The Offer is not conditioned on obtaining financing.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of October 31, 1999 (the "Merger Agreement"), by and among Parent, Offeror and the Company. The Merger Agreement provides, among other things, for the commencement of the Offer by Offeror and further provides that, after the purchase of Shares pursuant to the Offer and subject to the satisfaction or waiver of certain conditions set forth therein, Offeror will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. Pursuant to the Merger, each outstanding Share (other than (i) Shares owned by Parent, Offeror or any subsidiaries thereof or Shares held in the Company's treasury and (ii) Shares held by holders who have properly exercised their appraisal rights under the Delaware General Corporation Law) immediately prior to the Effective Time (as defined in the Merger Agreement) will be converted into the right to receive the Offer Price, in cash, without interest thereon, less any required withholding of taxes, upon the surrender of certificates formerly representing such Shares.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER AND THE MERGER, HAS DETERMINED THAT THE MERGER AGREEMENT AND THE OFFER ARE FAIR TO AND ADVISABLE AND IN THE BEST INTERESTS OF THE COMPANY AND THE HOLDERS OF SHARES (THE "STOCKHOLDERS"), AND HAS RESOLVED TO RECOMMEND ACCEPTANCE OF THE OFFER TO THE STOCKHOLDERS, AND THAT THE STOCKHOLDERS TENDER THEIR SHARES IN THE OFFER AND, IF APPLICABLE, VOTE TO APPROVE AND ADOPT THE MERGER AGREEMENT AND THE MERGER.

For purposes of the Offer, Offeror will be deemed to have accepted for payment (and thereby purchased) Shares validly tendered to Offeror and not withdrawn on or prior to the Expiration Date if, as and when Offeror gives oral or written notice to The Bank of New York (the "Depositary") of Offeror's acceptance for payment of such Shares. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering Stockholders for the purpose of receiving payment from Offeror and transmitting payments to tendering Stockholders. Upon the deposit of funds with the Depositary for the purpose of making payments to tendering Stockholders, Offeror's obligation to make such payment will be satisfied, and tendering Stockholders must thereafter look solely to the Depositary for payments of amounts owed to them by reason of the acceptance for payment of Shares pursuant to the Offer.

The term "Expiration Date" means 12:00 midnight, New York City time, on Monday, December 6, 1999 (the "Scheduled Expiration Date"), unless and until Offeror, in accordance with the terms of the Offer and the Merger Agreement, extends the period of time during which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended, expires. In the Merger Agreement, Offeror has agreed that if all of the conditions to the Offer are not satisfied by the Scheduled Expiration Date then, provided that all such conditions are and continue to be reasonably probable of being satisfied by the date which is 35 business days after the commencement of the Offer, Offeror shall extend the Offer for one or more periods of not more than five (5) business days each if requested to do so by the Company; provided that Offeror shall not be required to extend the Offer beyond the date that is 35 business days from the date the Offer is commenced or, if earlier, the date of termination of the Merger Agreement in accordance with its terms. Otherwise, Offeror has agreed in the Merger Agreement that it will not, without the prior written consent of the Company, extend the period during which the Offer is open if all the Offer conditions have been satisfied, except that Offeror may, without the consent of the Company, extend the Offer as follows: (A) if on the Scheduled Expiration Date any of the Offer conditions shall not have been satisfied or waived, for one (1) or more periods but in no event past 45 business days from the date the Offer is commenced (unless the waiting, review and investigation periods under the HSR Act have not terminated or expired or required governmental consents have not been obtained in which case not past 60 business days from the date the Offer is commenced) (the "Termination Date"); (B) for such period as may be required by any rule, regulation, interpretation or position of the Securities Exchange Commission or the staff thereof applicable to the Offer; or (C) for one (1) or more periods (each such period to be for not more than three (3) business days and such extensions to be for an aggregate period of not more than five (5) business days beyond the latest expiration date that would otherwise be permitted under clause (A) or (B) of this sentence) if on such expiration date there shall not have been tendered that number of Shares which would equal more than 90% of the issued and outstanding Shares. Offeror's rights to extend the Offer pursuant to the foregoing clauses (B) and (C) are subject to the Company's right to terminate the Merger Agreement if the Offer shall not have been consummated by the Termination Date. Subject to the foregoing restrictions, Offeror reserves the right (but will not be obligated), in its sole discretion, to extend the period during which the Offer is open by giving oral or written notice of such extension to the Depositary and by making a public announcement of such extension. There can be no assurance that Offeror will exercise its right to extend the Offer.

If the Minimum Condition, or any of the other conditions set forth in Section 15 of the Offer to Purchase, has not been satisfied by 12:00 midnight, New York City time, on December 6, 1999 (or any other time then set as the Expiration Date), Offeror may elect to (1) subject to the qualifications above with respect to the extension of the Offer, extend the Offer and, subject to applicable withdrawal rights, retain all tendered Shares until the expiration of the Offer, as extended, subject to the terms of the Offer, (2) subject to complying with applicable rules and regulations of the Commission and the terms of the Merger Agreement (including obtaining, if required, the prior written consent of the Company), accept for payment all Shares so tendered and not extend the Offer or (3) subject to the terms of the Merger Agreement, terminate the Offer and not accept for payment any Shares and return all tendered Shares to tendering Stockholders.

Offeror will not, without the prior written consent of the Company, (i) decrease the amount or change the form of consideration payable in the Offer, (ii) decrease the number of Shares sought in the Offer, (iii) impose additional conditions to the Offer, (iv) change any condition to the Offer or amend any other term of the Offer if any such change or amendment would be adverse in any respect to the holders of Shares (other than Parent or Offeror), or (v) amend or waive the Minimum Condition.

Except as set forth above, and subject to the applicable rules and regulations of the Commission, Offeror expressly reserves the right, in its sole discretion, to amend the Offer in any respect. Any extension of the period during which the Offer is open, or delay in acceptance for payment or payment, or termination or amendment of the Offer, will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m. New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. The reservation by Offeror of the right to delay acceptance for payment of, or payment for,

Shares is subject to the provisions of Rule 14e-l(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which requires that Offeror pay consideration offered or return the Shares deposited by or on behalf of Stockholders promptly after the termination or withdrawal of the Offer. Offeror shall not have any obligation to pay interest on the purchase price for tendered Shares, whether or not Offeror exercises its right to extend the Offer.

Tenders of Shares made pursuant to the Offer are irrevocable, except as otherwise provided in Section 4 of the Offer to Purchase. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth in Section 4 of the Offer to Purchase at any time prior to the Expiration Date and, unless theretofore accepted for payment and paid for by Offeror pursuant to the Offer, may also be withdrawn at any time after January 3, 2000. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the persons who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the tendering Stockholder must also submit to the Depositary the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn, and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined below), except in the case of Shares tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer set forth in Section 3 of the Offer to Purchase, the notice of withdrawal must also specify the name and number of the account at The Depository Trust Company to be credited with the withdrawn Shares and otherwise comply with The Depository Trust Company's procedures. An Eligible Institution is a member firm of a registered national securities exchange (registered under Section 6 of the Exchange Act), a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States or any other "Eligible Guarantor Institution," as defined in Rule 17Ad-15 under the Exchange Act.

THE INFORMATION REQUIRED TO BE DISCLOSED BY RULE 14D-6(e)(1)(VII) OF THE GENERAL RULES AND REGULATIONS UNDER THE EXCHANGE ACT IS CONTAINED IN THE OFFER TO PURCHASE AND IS INCORPORATED HEREIN BY REFERENCE.

The Company has provided Offeror with its stockholder list and security position listings for the purpose of disseminating the Offer to Stockholders. The Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the Company's Stockholder list, or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

STOCKHOLDERS ARE URGED TO READ THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CAREFULLY BEFORE DECIDING WHETHER TO TENDER THEIR SHARES PURSUANT TO THE OFFER.

Questions and requests for assistance or for copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials may be directed to the Information Agent at its address and telephone number set forth below, and copies will be furnished promptly at Offeror's expense. Holders of Shares may also contact brokers, dealers, commercial bankers and trust companies for additional copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials.

The Information Agent for the Offer is:

Georgeson Shareholder
Communications Inc.
17 State Street, 10th Floor
New York, New York 10004
Bankers and Brokers Call Collect: (212) 440-9800
All Others Call Toll-Free: (800) 223-2064

November 5, 1999

ALLIEDSIGNAL TO ACQUIRE TRISTAR AEROSPACE CO.
MORRIS TOWNSHIP, N.J. & DALLAS--(BUSINESS WIRE)--Nov. 1, 1999--

Acquisition To Support Company's Expansion Of Aerospace Consumable Hardware And Services Offerings; Will Create $600 Million Global Aerospace Consumable Hardware Business

AlliedSignal Inc. (NYSE: ALD) and TriStar Aerospace Co. (NYSE: TSX) announced today that they have entered into a definitive merger agreement under which AlliedSignal will acquire TriStar for $9.50 per share in cash.

Under the merger agreement, AlliedSignal will commence, by Friday, November 5, 1999, a tender offer to acquire all of the outstanding shares of TriStar. The transaction will total approximately $291 million, which includes the assumption of approximately $107 million of TriStar debt.

The acquisition is part of AlliedSignal's ongoing strategy to grow its offerings in the aerospace consumable hardware and aftermarket services areas. It builds upon the company's 1998 acquisition of the aerospace parts distribution business of Banner Aerospace Inc. and forms a $600 million global aerospace consumable hardware business.

TriStar has annual sales of approximately $200 million. The company is a leading provider of fasteners, fastening systems and related hardware to the aerospace industry. It also provides just-in-time and automatic parts replenishment and other customized inventory management services designed to reduce overall customer costs.

"We will integrate TriStar with our Hardware Product Group," said James D. Taiclet, President, AlliedSignal Aerospace Services. "The result will be a single business capable of providing worldwide customers with one-stop shopping for a wide range of consumable parts and value-added services that can help make them more competitive. We'll be able to get more customers more parts as soon as they're needed, and do so in ways that will enable our customers to operate with greater efficiency and at lower costs."

Quentin Bourjeaurd, TriStar's Chairman and CEO, said, "TriStar and AlliedSignal Hardware Product Group have complementary businesses and this combination will allow us to achieve our mutual goals at a much quicker pace. Our respective shareowners, employees, customers and suppliers will benefit as a result of this merger."

TriStar executive officers beneficially owning approximately 20% of TriStar's shares have committed to support the transaction and have entered into tendering, voting and

option agreements. The acquisition is subject to clearance under the Hart-Scott-Rodino Antitrust Improvements Act and the acquisition of a majority of TriStar shares by AlliedSignal, as well as other customary conditions. The two companies expect to complete the acquisition in December 1999.

This news release does not constitute an offer to purchase any securities, nor solicitation of a proxy, consent or authorization for or with respect to a meeting of the shareowners of AlliedSignal Inc. or TriStar Aerospace Co. or any action in lieu of a meeting. Any solicitations will be made only pursuant to separate materials in compliance with the requirements of applicable federal and state securities laws.

TriStar is headquartered in Dallas, Texas, and employs approximately 500 people and has facilities in North America and Europe.

AlliedSignal Aerospace, a US$7.5-billion unit of AlliedSignal Inc., is the largest supplier of aircraft engines, equipment, systems and services for commercial transport, regional, general aviation and military aircraft.

AlliedSignal Inc. is an advanced technology and manufacturing company serving customers worldwide with aerospace products and services, automotive products, plastics, chemicals, fibers and advanced materials. It is one of the 30 stocks that make up the Dow Jones Industrial Average and is also a component of the Standard & Poor's 500 Index. The company employs 70,400 people in some 40 countries. Additional information on the company is available on the World Wide Web at http://www.allliedsignal.com.

This release contains forward-looking statements as defined in Section 21E of the Securities Exchange Act of 1934, including statements about future business operations, financial performance and market conditions. Such forward-looking statements involve risks and uncertainties inherent in business forecasts.

CONTACT: Tom Crane John Clendening AlliedSignal Inc. AlliedSignal Aerospace (973) 455-4732 (310) 512-1656.

Contact: Tom Crane
(973) 455-4732

ALLIEDSIGNAL COMMENCES TENDER OFFER FOR TRISTAR AEROSPACE CO. AT $9.50 PER SHARE

MORRIS TOWNSHIP, New Jersey, November 5, 1999 -- AlliedSignal Inc. [NYSE: ALD] said today that it has commenced its previously announced tender offer of $9.50 per share for shares of common stock of TriStar Aerospace Co. [NYSE: TSX], Dallas, Texas.

The tender offer, which is being made pursuant to an Agreement and Plan of Merger dated as of Sunday, October 31, 1999, is scheduled to expire at 12:00 midnight, New York City time, on Monday, December 6, 1999, unless extended. Following the consummation of the tender offer, AlliedSignal intends to complete a merger to acquire all of the remaining shares of TriStar common stock that are not tendered in the offer.

The Board of Directors of TriStar has unanimously approved the tender offer and the Agreement and Plan of Merger. The Board also has unanimously determined that the terms of the tender offer and merger agreement are fair to and in the best interests of TriStar's shareowners, and unanimously recommends that shareowners accept the offer and tender their shares pursuant to the offer.

TriStar executive officers beneficially owning approximately 20% of TriStar's shares have committed to support the transaction and have entered into tendering, voting and option agreements. The acquisition is subject to clearance under the Hart-Scott-Rodino Antitrust Improvements Act and the acquisition of a majority of TriStar shares by AlliedSignal, as well as other customary conditions. The two companies expect to complete the acquisition in December 1999.

The Bank of New York will act as depository for the tender offer and Georgeson Shareholder Communications Inc. will act as information agent.

This news release does not constitute an offer to purchase any securities, nor solicitation of a proxy, consent or authorization for or with respect to a meeting of the shareowners of AlliedSignal Inc. or TriStar Aerospace Co. or any action in lieu of a meeting. Any solicitations will be made only pursuant to separate materials in compliance with the requirements of applicable federal and state securities laws.

TriStar is a leading provider of fasteners, fastening systems and related hardware to the aerospace industry. It also provides just-in-time and automatic parts replenishment and other customized inventory management services.

AlliedSignal Aerospace, a US$7.5-billion unit of AlliedSignal Inc., is the largest supplier of aircraft engines, equipment, systems and services for commercial transport, regional, general aviation and military aircraft.

AlliedSignal Inc. is an advanced technology and manufacturing company serving customers worldwide with aerospace products and services, automotive products, plastics,

chemicals, fibers and advanced materials. It is one of the 30 stocks that make up the Dow Jones Industrial Average and is also a component of the Standard & Poor's 500 Index. The company employs 70,400 people in some 40 countries. Additional information on the company is available on the World Wide Web at http://www.alliedsignal.com.

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This release contains forward-looking statements as defined in Section 21E of the Securities Exchange Act of 1934, including statements about future business operations, financial performance and market conditions. Such forward-looking statements involve risks and uncertainties inherent in business forecasts.

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of October 31, 1999 (the "Agreement"), by and among AlliedSignal Inc., a Delaware corporation (the "Purchaser"), AlliedSignal Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Purchaser (the "Merger Sub"), and TriStar Aerospace Co., a Delaware corporation (the "Company").

WHEREAS, the Boards of Directors of the Purchaser, the Merger Sub and the Company have each determined that it is advisable and in the best interests of their respective stockholders for the Purchaser to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance thereof, it is proposed that the Merger Sub shall make a cash tender offer to acquire all of the issued and outstanding shares of common stock, par value $.01 per share, of the Company (the "Company Common Stock"), for $9.50 per share of Company Common Stock (all issued and outstanding shares of Company Common Stock, being hereinafter referred to as the "Shares"), net to the seller in cash, in accordance with the terms and subject to the conditions provided for herein and in the offering documents relating to the Offer (as defined below);

WHEREAS, the Board of Directors of each of the Purchaser, the Merger Sub and the Company have resolved to approve and adopt this Agreement and the Merger (as defined below) following the Offer pursuant to which the Merger Sub shall merge with and into the Company and each Share (other than Shares held by the Purchaser or the Merger Sub or any subsidiary of the Purchaser or the Merger Sub) shall be converted into the right to receive the Merger Consideration (as defined below) upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Board of Directors of the Company has unanimously (i) determined that each of the Offer and the Merger (as defined below) is advisable, fair to and in the best interests of the Company and its stockholders and (ii) resolved to recommend acceptance of the Offer and approval and adoption by the stockholders of the Company of this Agreement and the Merger on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Purchaser, the Merger Sub and the Company hereby agree as follows:

ARTICLE 1

THE OFFER

1.1 The Offer.

(a) Provided that none of the conditions set forth in Annex I to this Agreement shall have occurred, the Merger Sub shall, not later than one business day after execution of this Agreement, publicly announce the transactions contemplated hereby, and not later than five business days after execution of this Agreement, commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), an offer to purchase all Shares at a price of $9.50 per Share, net to the seller in cash (the "Offer," which term shall include any amendments to such Offer not prohibited by this Agreement) and, subject to a minimum number of Shares which, when added to the Shares, if any, beneficially owned by the Purchaser, its affiliates or the Merger Sub (excluding Shares beneficially owned by the Purchaser by virtue of the Shareholders Agreement (as defined below)) would constitute at least a majority of the outstanding Shares (on a fully-diluted basis) being validly tendered and not withdrawn prior to the expiration of the Offer (the "Minimum Condition") and the conditions set forth in Annex I of this Agreement, shall use its best efforts to consummate the Offer. The Offer shall be made by means of an offer to purchase containing the Minimum Condition and the conditions set forth in Annex I and no other conditions. Simultaneously with the commencement of the Offer, the Merger Sub shall file with the Securities and Exchange Commission (the "Commission") a Tender Offer Statement on Schedule 14D-1 with respect to the Offer (together with all amendments and supplements thereto, the "Schedule 14D-1"). The Schedule 14D-1 will include, as exhibits, the offer to purchase and a form of letter of transmittal (collectively, together with any amendments and supplements thereto, the "Offer Documents"). The Company and its counsel shall be given a reasonable opportunity to review and make comments with respect to the Schedule 14D-1 and the Offer Documents and all amendments and supplements thereto prior to their filing with the Commission or dissemination to stockholders of the Company.

(b) The Merger Sub shall, and the Purchaser shall cause the Merger Sub to, accept for payment and as promptly as practicable pay for any Shares validly tendered on or prior to the expiration of the Offer and not withdrawn, subject to the satisfaction or waiver of the conditions set forth in Annex I hereto (the "Offer Conditions"). The Purchaser shall make available to the Merger Sub on a timely basis the funds necessary to accept for payment, and pay for, any Shares properly tendered pursuant to the Offer.

(c) The Merger Sub will not, without the prior written consent of the Company (i) decrease the amount or change the form of consideration payable in the Offer, (ii) decrease the number of Shares sought in the Offer, (iii) impose additional conditions to the Offer, (iv) change any Offer Condition or amend any other term of the Offer if any such change or amendment would be adverse in any respect to the holders of Shares (other than the Purchaser or the Merger Sub), (v) except as provided below, extend the Offer if all of the Offer Conditions have been satisfied or (vi) amend or waive the Minimum Condition. Subject to the terms and

conditions hereof, the Offer shall expire at midnight, New York City time, on the date that is twenty (20) business days after the Offer is commenced (within the meaning of Rule 14d-2 under the Exchange Act) (the "Scheduled Expiration Date"); provided however, that without the consent of the the Company, the Merger Sub may (x) extend the Offer, if on the Scheduled Expiration Date of the Offer any of the Offer Conditions shall not have been satisfied or waived, for one (1) or more periods but in no event past 45 business days from the date the Offer is commenced unless the waiting, review and investigation periods applicable to the transactions contemplated by this Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "Hart-Scott-Rodino Act") have not terminated or expired or the consents referred to in paragraph (h) of Annex I have not been obtained in which case not past the date set forth in Section 8.1(b), (y) extend the Offer for such period as may be required by any rule, regulation, interpretation or position of the Commission or the staff thereof applicable to the Offer or (z) extend the Offer for one (1) or more periods (each such period to be for not more than three (3) business days and such extensions to be for an aggregate period of not more than five (5) business days beyond the latest expiration date that would otherwise be permitted under clause (x) or (y) of this sentence) if on such expiration date there shall not have been tendered that number of Shares which would equal more than ninety percent of the issued and outstanding Shares. The Merger Sub agrees that if all of the Offer Conditions are not satisfied on the Scheduled Expiration Date, then, provided that all such conditions are and continue to be reasonably probable of being satisfied by the date that is 35 business days from the date the Offer is commenced, the Merger Sub shall extend the Offer for one or more periods of not more than five (5) business days each if requested to do so by the Company; provided that the Merger Sub shall not be required to extend the Offer beyond the date that is 35 business days from the date the Offer is commenced or, if earlier, the date of termination of this Agreement in accordance with the terms hereof.

1.2 Company Action.

(a) The Company hereby consents to the Offer and represents that its Board of Directors has unanimously (i) approved the Offer and the Merger, has determined that this Agreement and the Offer are fair to and advisable and in the best interest of the Company and its stockholders and has resolved to recommend acceptance of the Offer to the Company's stockholders, and that the stockholders tender their Shares in the Offer and, if applicable, vote to approve and adopt this Agreement and the Merger; provided, however, that such recommendation may be withdrawn or modified to the extent permitted in this Agreement, and (ii) taken all action necessary to render Section 203 of the Delaware Law (as defined below) inapplicable to the Offer, the Merger, this Agreement and the Tender and Option Agreement, dated as of the date hereof, among the Purchaser, the Merger Sub and each of the persons listed on Schedule A thereto (the "Shareholders Agreement") or any of the transactions contemplated hereby or thereby. The Company hereby consents to the inclusion in the Offer Documents of the recommendation of the Board of Directors described in the first sentence of this Section 1.2. The Company represents that it has received the opinion of Goldman, Sachs & Co., dated as of the date hereof, to the effect that the $9.50 per Share in cash to be received by the holders of Shares (other than the Purchaser or any subsidiary thereof) in the Offer and the Merger is fair from a financial point of view to such holders.

(b) Simultaneously with, or as promptly as possible after, the commencement of the Offer, the Company shall file with the Commission and mail to the holders of Shares a Solicitation/Recommendation Statement on Schedule 14D-9 (together with all amendments and supplements thereto, the "Schedule 14D-9"), which shall reflect the recommendation of the Board of Directors referred in clause (a)(i) of Section 1.2; provided that prior to the filing of such Schedule 14D-9, the Company shall have provided the Merger Sub's counsel with a reasonable opportunity to review and make comments with respect to such Schedule 14D-9. Such recommendation shall not be withdrawn or adversely modified except by resolution of the Board of Directors adopted in the exercise of applicable fiduciary duties upon the advice of outside legal counsel and in accordance with this Agreement.

(c) Each of the Purchaser and the Merger Sub will take all steps necessary to ensure that the Offer Documents, and the Company will take all steps necessary to ensure that the Schedule 14D-9, to be filed with the Commission and to be disseminated to holders of the Shares, comply with, and are filed in each case as and to the extent required by, applicable Federal and state securities laws. The Company agrees to provide the Merger Sub and its counsel with copies of any written comments that the Company or its counsel may receive from the Commission or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments, and each of the Purchaser and the Merger Sub agrees to provide the Company and its counsel with copies of any written comments that the Purchaser, the Merger Sub or their counsel may receive from the Commission or its staff with respect to the Offer Documents promptly after the receipt of such comments.

(d) The Company shall promptly furnish the Merger Sub with mailing labels containing the names and addresses of the record holders and, if available, of non-objecting beneficial owners of Shares and lists of securities positions of Shares held in stock depositories, each as of the most recent practicable date, and shall from time to time furnish the Merger Sub with such additional information, including updated or additional lists of the stockholders, mailing labels and lists of securities positions, and other assistance as the Merger Sub may reasonably request in order to be able to communicate the Offer to the stockholders of the Company. Subject to the requirements of law, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Merger, the Purchaser and the Merger Sub and each of their affiliates shall use such lists, labels and additional information only in connection with the Offer and Merger and treat all information in such labels, lists and additional information as "Confidential Material" in accordance with the Confidentiality Agreement, dated April 5, 1999, and amended on October 7, 1999, between the Purchaser and the Company (the "Confidentiality Agreement").

1.3 Directors. Promptly upon the payment for any Shares by the Merger Sub pursuant to the Offer as a result of which the Purchaser, the Merger Sub and any of their affiliates beneficially own (excluding Shares held by the Company) at least a majority of the outstanding Shares and from time to time thereafter, the Company shall increase the size of its Board of Directors to seven (7) members and the Merger Sub shall be entitled to designate members of the Company's Board of Directors such that the Merger Sub, subject to compliance with Section

14(f) of the Exchange Act, will have a number of representatives on the Board of Directors, rounded up to the next whole number, equal to the product obtained by multiplying seven (7) by the percentage of Shares beneficially owned by the Purchaser and any of its subsidiaries. The Company shall, upon request by the Merger Sub, promptly increase the size of the Board of Directors to the extent permitted by its Certificate of Incorporation and/or use its best efforts to secure the resignations of such number of directors as is necessary to enable the Merger Sub's designees to be elected to the Board of Directors and shall use its best efforts to cause the Merger Sub's designees to be so elected; provided, however, that, in the event that the Merger Sub's designees are appointed or elected to the Company's Board of Directors, until the Effective Time (as defined below) the Company's Board of Directors shall have at least one director who is a director on the date hereof and who is neither an officer of the Company nor a stockholder, affiliate or associate (within the meaning of the Federal securities laws) of the Purchaser (one or more of such directors, the "Continuing Directors"); provided, further, that if no Continuing Directors remain, the other directors shall designate one person to fill one of the vacancies who shall not be either an officer of the Company or a stockholder, affiliate or associate of the Purchaser, and such Person shall be deemed to be a Continuing Director for the purposes of this Agreement. At the request of the Merger Sub, the Company shall take, at its expense, all action necessary to effect any such election, including the mailing to its stockholders of the information required by Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder, in form and substance reasonably satisfactory to the Merger Sub and its counsel. The Purchaser and the Merger Sub will supply to the Company and be solely responsible for any written information so provided by it or its affiliates with respect to its nominees, officers, directors and affiliates required by Section 14(f) and Rule 14-f-1.

Notwithstanding anything in this Agreement to the contrary, if the Merger Sub's designees are elected to the Company's Board of Directors, after the acceptance for payment and purchase of Shares pursuant to the Offer and prior to the Effective Time (i) the affirmative vote of a majority of the Continuing Directors shall be required to amend or terminate this Agreement on behalf of the Company, amend the Company's certificate of incorporation, or the Company's By-laws, exercise or waive any of the Company's rights or remedies hereunder, extend the time for performance of the Purchaser or the Merger Sub's obligations hereunder, or take any other action by the Company in connection with this Agreement required to be taken by the Company's Board of Directors, and any such actions when so taken shall be deemed to constitute the action of the full Board of Directors of the Company and any committee specifically designated by the Company Board of Directors to approve the actions contemplated hereby, and (ii) neither the Merger Sub nor the Purchaser shall, directly or indirectly, cause the Company to breach its obligations hereunder.

ARTICLE 2

THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.3), in accordance with this Agreement and the Delaware General Corporation Law, as amended (the "Delaware Law"), the Merger Sub (or another direct or indirect wholly-owned subsidiary of the Purchaser) shall be

merged with and into the Company (the "Merger"), the separate existence of the Merger Sub (except as may be continued by operation of law) shall cease, and the Company shall continue as the surviving corporation under the corporate name it possesses immediately prior to the Effective Time. The Company, in its capacity as the corporation surviving the Merger, sometimes is referred to herein as the "Surviving Corporation." Notwithstanding the foregoing, the Merger Sub may revise the structure of the Merger (including merging the Company into the Merger Sub or merging the Company with or into another direct or indirect wholly-owned subsidiary of the Purchaser) provided that any such restructuring does not adversely affect the stockholders of the Company and does not cause the Company to breach its representations and warranties hereunder.

2.2 Effect of the Merger. The Surviving Corporation shall possess all the rights, privileges, immunities and franchises, both public and private, of the Merger Sub and the Company (collectively, the "Constituent Corporations"); shall be vested with all property, whether real, personal, or mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest belonging to or due to each of the Constituent Corporations; and shall be responsible and liable for all the obligations and liabilities of each of the Constituent Corporations, all with the effect set forth in the Delaware Law.

2.3 Consummation of the Merger. As soon as is practicable after the satisfaction or waiver, if possible, of the conditions set forth in Article 7, and in no event later than five business days after such satisfaction or waiver, the parties hereto will cause an Agreement or Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of applicable law using the procedures permitted in Section 253 (if possible) or Section 251 of the Delaware Law. The Merger shall be effective at the time of the filing of the Agreement or Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

2.4 Certificate of Incorporation and By-Laws; Directors and Officers. The Certificate of Incorporation and By-Laws of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation immediately after the Effective Time and shall thereafter continue to be its Certificate of Incorporation and By-Laws until amended as provided therein and under the Delaware Law. The directors and officers of the Merger Sub holding office immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time.

2.5 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Merger Sub, the Company or the holder of any of the following securities:

(a) Each Share issued and outstanding immediately prior to the Effective Time, other than Shares to be cancelled pursuant to Section 2.5(b) hereof, shall automatically be cancelled and extinguished and, other than Shares with respect to which appraisal rights are

properly exercised ("Dissenting Shares"), be converted into and become a right to receive in cash the highest price per share paid pursuant to the Offer (the "Merger Consideration").

(b) Each Share issued and outstanding immediately prior to the Effective Time and held in the treasury of the Company or owned by the Purchaser or any subsidiary thereof shall automatically be cancelled and retired and no payment shall be made with respect thereto.

(c) Each share of the Merger Sub's Common Stock, par value $.01 per share, issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become one validly issued, fully paid and nonassessable share of Common Stock, par value $.01 per share, of the Surviving Corporation.

(d) The holders of Dissenting Shares, if any, shall be entitled to payment for such shares only to the extent permitted by and in accordance with the provisions of Section 262 of the Delaware Law; provided, however, that if, in accordance with such Section of the Delaware Law, any holder of Dissenting Shares shall (i) subsequently withdraw his demand for payment for such shares, or (ii) fail to maintain a petition for appraisal as provided in such Section; or if neither any holder of Dissenting Shares nor the Surviving Corporation has filed suit as provided in Section 262 of the Delaware Law, such holder or holders (as the case may be) shall forfeit such right to payment of such Shares, and such Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration.

2.6 Company Stock Options. Each holder of then outstanding options, warrants or other rights to acquire Shares ("Options") granted under any employee or non-employee compensation plan, agreement or arrangement of the Company (the "Stock Plans") that are fully vested at the Effective Time in accordance with the respective Stock Plan shall be entitled, at the Effective Time, to receive payment with respect thereto in accordance with the provisions of Section 6.3(a) hereof.

2.7 Surrender of Shares; Stock Transfer Books.

(a) Prior to the Effective Time, the Merger Sub shall designate a bank or trust company reasonably satisfactory to the Company to act as agent for the holders of Shares (the "Exchange Agent") to receive the Merger Consideration, and at or immediately following the Effective Time, the Purchaser shall take all steps necessary to cause the Merger Sub to have sufficient funds to be able to provide the Exchange Agent with the funds necessary to make the payments contemplated by this Article II.

(b) Promptly after the Effective Time, the Exchange Agent shall mail to each person who was, at the Effective Time, a holder of record of Shares entitled to receive the Merger Consideration pursuant to Section 2.5(a) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the certificates previously representing Shares to be exchanged pursuant to the Merger (the "Certificates") shall pass, only upon proper delivery of such Certificates to the Exchange Agent) and instructions for use thereof in effecting the

surrender of the Certificates. Upon surrender to the Exchange Agent of the Certificates, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be requested, the Exchange Agent shall promptly deliver to the persons entitled thereto the Merger Consideration payable in respect of the Shares represented by the Certificates, and the Certificates shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate (other than Certificates representing Shares held in the treasury of the Company, by the Merger Sub or any subsidiary of the Purchaser and Dissenting Shares) evidencing Shares shall, after the Effective Time, be deemed to evidence only the right to receive the Merger Consideration.

(c) If delivery of the Merger Consideration in respect of cancelled Shares is to be made to a person other than the person in whose name a surrendered Certificate or instrument is registered, it shall be a condition to such delivery or payment that the Certificate or instrument so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such delivery or payment shall have paid any transfer and other taxes required by reason of such delivery or payment in a name other than that of the registered holder of the Certificate or instrument surrendered or shall have established to the satisfaction of the Surviving Corporation or the Exchange Agent that such tax either has been paid or is not payable.

(d) At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of Shares thereafter on the records of the Company. From and after the Effective Time, holders of Certificates evidencing ownership of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by law. No interest shall be paid or accrue on any portion of the Merger Consideration.

(e) Notwithstanding anything to the contrary in this Section 2.7, none of the Exchange Agent, the Surviving Corporation or any party hereto shall be liable to a holder of Shares for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

2.8 Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting of such person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall pay in exchange for such lost, stolen or destroyed Certificate the Merger Consideration pursuant to this Agreement.

2.9 Taking of Necessary Action; Further Action. The Purchaser, the Merger Sub and the Company, respectively, shall use all reasonable efforts to take all such action as may be reasonably necessary or appropriate in order to effectuate the Offer and the Merger as promptly as possible and to carry out the transactions provided for herein or contemplated hereby. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all

assets, property, rights, privileges, immunities, powers and franchises of either of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of either of the Constituent Corporations or otherwise to take, and shall take, all such action.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND THE MERGER SUB

The Purchaser and the Merger Sub hereby agree and represent and warrant to the Company as follows:

3.1 Organization and Qualification. Each of the Purchaser and the Merger Sub has been duly incorporated and is validly existing as a corporation in good standing under the laws of Delaware and has the requisite corporate power to carry on its respective business as now conducted. Each of the Purchaser and the Merger Sub is duly qualified as a foreign corporation in good standing in each jurisdiction in which the character of its properties owned or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, assets, revenues, operations or financial condition of the Purchaser and its subsidiaries, taken as a whole. As of the date of this Agreement, the Purchaser and the Merger Sub have no obligations or liabilities, and none of such parties are parties to any litigation, which in any case if paid or adversely determined would have a material effect on their ability to consummate the transactions contemplated by this Agreement. The Merger Sub is a wholly-owned subsidiary of the Purchaser. The Certificate of Incorporation and By-Laws of the Merger Sub contain no provisions which would have a material adverse effect on the Merger Sub's ability to consummate the transactions contemplated by this Agreement.

3.2 Authority Relative to this Agreement. Each of the Purchaser and the Merger Sub has the requisite corporate power and authority to enter into this Agreement and the Shareholders Agreement, as applicable, and to carry out its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and the Shareholders Agreement, as applicable, by the Purchaser and the Merger Sub, as applicable, and the consummation by the Purchaser and the Merger Sub, as applicable, of the transactions contemplated hereby and thereby have been duly authorized by the respective Boards of Directors of the Purchaser and the Merger Sub, as applicable, by the Purchaser as the sole stockholder of the Merger Sub, and no other corporate proceedings, including the vote of the stockholders of the Purchaser, on the part of the Purchaser or the Merger Sub are necessary to authorize this Agreement or the Shareholders Agreement, as applicable, or commence the Offer and consummate the transactions contemplated hereby and thereby. This Agreement and the Shareholders Agreement, as applicable, have been duly executed and delivered by the Purchaser and the Merger Sub and constitute valid and binding obligations of each such company, as applicable, enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting or relating to the enforcement of creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether

enforcement is sought in a proceeding at law or in equity). Neither the Purchaser nor the Merger Sub is subject to or obligated under any provision of (a) its Certificate of Incorporation or By-Laws, or (b) any contract, indenture, instrument, or other agreement, or (c) any license, franchise or permit, or (d) any law, regulation, order, judgment or decree, which would be breached, violated or defaulted or in respect of which a right of termination or acceleration or any encumbrance on any of its assets could be created by its execution, delivery and performance of this Agreement or the Shareholders Agreement, as applicable, and the consummation by it of the transactions contemplated hereby and thereby, other than any such breaches, violations, defaults, rights of termination or acceleration, or encumbrances, which will not, individually or in the aggregate, have a material adverse effect on the ability of the Merger Sub to consummate the Offer or the Merger. Other than in connection with or in compliance with the provisions of the Delaware Law, the Exchange Act, the Hart-Scott-Rodino Act, no authorization, consent or approval of, or filing with, any public body, court or authority is necessary on the part of the Purchaser or the Merger Sub for the consummation by the Purchaser and the Merger Sub of the transactions contemplated by this Agreement or the Shareholders Agreement, as applicable, other than filings with such foreign jurisdictions in which subsidiaries of the Company are organized which may require filings to be made in connection with the transfer of control of such subsidiaries, and the Purchaser and the Merger Sub each agrees to make any and all such filings on or prior to the Effective Time if any of such parties are required to make such filings under applicable law.

3.3 Offer Documents; Proxy Information. The Offer Documents shall in all material respects conform with the requirements of the Exchange Act and the rules and regulations thereunder (except that the foregoing representation shall not apply with respect to the accuracy of information relating to the Company which has been excerpted or derived from public sources or furnished in writing by the Company specifically for inclusion in the Offer Documents). As of their respective dates, and on the date they are first published, sent or given to holders of Shares, the Offer Documents, taken as a whole, shall not contain any misstatement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading. The Purchaser and the Merger Sub agree to correct the Schedule 14D-1 and the other Offer Documents if and to the extent that any of them shall become false or misleading in any material respect, and the Purchaser and the Merger Sub further agree to take all steps necessary to cause the Schedule 14D-1 as so corrected to be disseminated to holders of Shares, in each case as and to the extent required by applicable law. The information supplied by the Purchaser for inclusion in the proxy statement to be sent to the stockholders of the Company in connection with the meeting of the Company's stockholders to consider the Merger, or the information statement to be sent to such stockholders, as appropriate, shall not, on the date the proxy statement or information statement (including any amendments or supplements thereto) is first mailed to stockholders, at the time of such stockholders' meeting, if any, or at the Effective Time, contain any statement which, at such time and in light of the circumstances under which it shall be made, is false or misleading with respect to any material fact, or shall omit to state any material fact necessary in order to make the statements therein not false or misleading or necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for such stockholders' meeting which has become false or misleading.

3.4 Financing. The Purchaser and the Merger Sub have available financing in an amount sufficient to consummate the Offer and the Merger.

3.5 No Violation of the Margin Rules. None of the transactions contemplated by this Agreement will violate or result in the violation of Section 7 of the Exchange Act or any regulation promulgated pursuant thereto, including, without limitation, Regulations G, T, U or X of the Board of Governors of the Federal Reserve System.

3.6 No Prior Activities. Except for obligations incurred in connection with its incorporation or organization or the negotiation and consummation of this Agreement or the Shareholders Agreement and the transactions contemplated hereby or thereof, the Merger Sub has neither incurred any obligation or liability nor engaged in any business or activity of any type or kind whatsoever or entered into any agreement or arrangement with any person.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser and the Merger Sub, except as set forth in the Disclosure Schedule which was dated and delivered to the Purchaser and the Merger Sub on the date hereof, as follows:

4.1 Organization and Qualification. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of Delaware. The Company is duly qualified as a foreign corporation in good standing in each jurisdiction in which the character of its properties owned or leased or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect, individually or in the aggregate, on the business, liabilities, revenues, operations, results of operations or financial condition of the Company and its subsidiaries, taken as a whole ("Company Material Adverse Effect"), other than changes (and the effects of changes) in general economic conditions and any change, circumstance or effect relating generally to the industries in which the Company operates and not specifically relating to the Company or its subsidiaries. The Company has full corporate power and authority to own its properties and conduct its business as presently owned and conducted. The copies of the Certificate of Incorporation and By-Laws of the Company previously delivered to the Merger Sub are true, correct and complete as of the date hereof.

4.2 Subsidiaries. Each subsidiary of the Company, all of which are listed in either Exhibit 21.1 to the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (the "Form 10-K Report") or the Disclosure Schedule, has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, is duly qualified as a foreign corporation in good standing in each jurisdiction in which the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified would not have a Company Material Adverse Effect, and has full corporate power and authority to own its

properties and conduct its business as presently owned and conducted. The Company owns, directly or indirectly, all of the outstanding shares of capital stock of each such subsidiary free and clear of all liens, claims, charges or encumbrances except as disclosed in Schedule 4.2; there are no irrevocable proxies with respect to such shares; and all such shares are validly issued, fully paid and nonassessable. Except for the capital stock of such subsidiaries or otherwise as disclosed in Schedule 4.2 or the Form 10-K Report, the Company does not own, directly or indirectly, any investment in (a) any partnership, limited liability company or joint venture or (b) any equity or debt investment having either a fair market or face value or cost in excess of $100,000. Except as disclosed in Schedule 4.2, neither the Company nor any of its subsidiaries is obligated to make any payments in the form of earn-outs, deferred purchase price or other consideration in respect of the purchase price payable in connection with the acquisition of any subsidiary or business.

4.3 Capitalization. The authorized capital stock of the Company consists of 40,000,000 Shares and 10,000,000 shares of preferred stock, $.01 par value ("Preferred Stock"). As of the date hereof, 17,277,054 Shares, and no shares of Preferred Stock, are issued and outstanding. All issued and outstanding Shares are duly authorized and issued, and are fully paid and nonassessable. As of the date hereof, (a) 4,491,074 Shares are reserved for issuance pursuant to outstanding stock options and (b) 1,458,926 shares are reserved for future grants pursuant to the Stock Plans. Schedule 4.3 sets forth a complete and correct list of the Company's outstanding stock options, including for each the name of the option holder, the date of grant, the plan under which the option (or any portion thereof) was granted, and the next occurring date and the number of Shares as to which any portion of the option becomes exercisable. Except as otherwise described in Schedule 4.3, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments obligating the Company or any of its subsidiaries to issue or sell any shares of, or make any payments based on the value or appreciation of any, capital stock of the Company or any of its subsidiaries or securities or obligations of any kind convertible into or exchangeable for any shares of capital stock of the Company, any of its subsidiaries or any other person. The holders of outstanding Shares are not entitled to any contractual or statutory preemptive or other similar rights. Upon consummation of the Merger in accordance with the terms of this Agreement, the Merger Sub will own the entire equity interest in the Company, and there will be no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments obligating the Company or any of its subsidiaries to issue or sell any shares of capital stock of the Company or of any of its subsidiaries.

4.4 Authority Relative to this Agreement. The Company has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly and unanimously authorized by the Board of Directors of the Company and, except for the approval of its stockholders (if required) as set forth in Section 6.1, no other corporate proceedings on the part of the Company are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting or relating to the enforcement of creditors' rights and remedies generally and subject, as to enforceability, to

general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Neither the Company nor any of its subsidiaries is subject to or obligated under any provision of (a) its Certificate or Articles of Incorporation or By-Laws, (b) except as set forth in the Disclosure Schedule, any material contract, (c) any license, franchise or permit, or (d) any law, regulation, order, judgment or decree, which would be breached or violated or in respect of which a right of termination or acceleration or any encumbrance on any of its or any of its subsidiaries' assets could be created by the Company's execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby, other than, in the case of clause (c) or (d), any such breaches, violations, rights or encumbrances which will not, individually or in the aggregate, have a Company Material Adverse Effect. Other than in connection with or in compliance with the provisions of the Delaware Law, the Exchange Act and the Hart-Scott-Rodino Act, no authorization, consent or approval of, or filing with, any public body, court or authority is necessary for the consummation by the Company of the transactions contemplated by this Agreement.

4.5 Commission Filings. The Company has heretofore delivered to the Merger Sub copies of the Company's (a) Form 10-K Report, (b) quarterly reports or Form 10-Q for each fiscal quarter of the Company during the Company's fiscal year ended September 30, 1999, and (c) all proxy statements relating to the Company's meetings of stockholders (whether annual or special) during 1998 and 1999, in each case as filed with the Commission. The Company has heretofore made available to the Merger Sub all other reports, registration statements and other documents filed by the Company with the Commission under the Exchange Act and the Securities Act. All such documents described in the first two sentences of this section are collectively referred to herein as the "Commission Filings." Except as set forth on the Disclosure Schedule, the Company has not filed any Form 8-K Reports with the Commission since September 30, 1998. The Company has timely filed all reports, registration statements and other documents required to be filed with the Commission under the rules and regulations of the Commission, and all Commission Filings complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be. As of their respective dates, the Commission Filings (including in all cases any exhibits or schedules thereto or documents incorporated therein by reference) did not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.6 Financial Statements and Related Data. The audited consolidated financial statements of the Company included in the Form 10-K Report have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and changes in financial position for the periods then ended. The unaudited consolidated financial statements of the Company included in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999 and the unaudited consolidated financial statements of the Company for the fiscal year ended September 30, 1999 (attached hereto as Schedule 4.6) have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved

(except that such financial statements are unaudited, subject to normal year end adjustments, none of which will be material, and do not contain all of the footnote disclosure required by generally accepted accounting principles) and fairly present in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the date thereof and the consolidated results of their operations and changes in financial position for the period then ended.

4.7 Absence of Certain Changes or Events. Except as contemplated by this Agreement, or reflected in any financial statement or note thereto referred to in Section 4.6 or reflected in the Disclosure Schedule, or reflected in any Commission Filing filed prior to the date hereof, since September 30, 1998, there has not been (a) any change having a Company Material Adverse Effect; (b) any damage, destruction or loss, whether covered by insurance or not, having a Company Material Adverse Effect; (c) any entry by the Company or any subsidiary into any commitment or transaction material to the Company and its subsidiaries taken as a whole, which is not in the ordinary course of business; (d) any change by the Company in accounting principles or methods except insofar as may be required by a change in generally accepted accounting principles; (e) any declaration, payment or setting aside for payment of any dividends or purchase or redemption of any securities of the Company or (f) any entering into or modification of any employment or severance contract with any executive officer of the Company or any of its subsidiaries or any increase in compensation payable by the Company or any of its subsidiaries to any of their executive officers or any increase, which individually or in the aggregate exceeds $200,000, under any bonus, pension or benefit plan.

4.8 Litigation. Except as previously disclosed in the Commission Filings filed prior to the date hereof or as set forth on Schedule 4.8(a), no action, suit, claim, proceeding, investigation, compliance review, or other legal or administrative proceeding is pending or, to the knowledge of any of the persons listed on Schedule 4.8(b) (the "Company's Knowledge"), threatened at law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or local government or of any agency or subdivision thereof, or before any arbitrator or panel of arbitrators (a "Claim") which is Material (as defined in this Section 4.8) against (i) the Company, (ii) or any of its subsidiaries or (iii) against any of the officers or directors of the Company or any of its subsidiaries with respect to the Company or its subsidiaries or the business or property of the Company or its subsidiaries; nor does a state of facts exist which could give rise to such a Claim. For purposes of this Section 4.8, a Claim is "Material" if such a Claim (i) seeks damages in an amount exceeding applicable insurance coverage by $1 million, (ii) seeks damages in an unspecified amount and such damages could exceed applicable insurance coverage by $1 million or (iii) seeks equitable or other relief which could have a Company Material Adverse Effect.

4.9 Liabilities. Except as disclosed in Schedule 4.9, the financial statements described in Section 4.6 or in any Commission Filings prior to the date hereof, neither the Company nor any of its subsidiaries has any material obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known to the Company, whether due or to become due) other than liabilities incurred since September 30, 1999 in the ordinary course of business

consistent with past practice, which in the aggregate are not material to the Company and its subsidiaries, taken as a whole.

4.10 Environmental Matters. The Company and its subsidiaries have obtained all material permits, licenses and other authorizations which are required under applicable federal, state, local and foreign laws or regulations relating to public health and safety, worker health and safety, pollution or protection of the environment, including those relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants or hazardous or toxic materials or wastes (collectively, "Environmental Laws"), except where its failure to obtain the same would not have a Company Material Adverse Effect. The Company and its subsidiaries have complied and are in compliance with all terms and conditions of any and all permits, licenses, and authorizations required by Environmental Laws, and with all other applicable limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any applicable Environmental Law, or any notice or demand letter issued, entered, promulgated or approved thereunder, except where the failure to comply would not have a Company Material Adverse Effect.

4.11 Employee Benefit Plans.

(a) Schedule 4.11(a) hereto sets forth a list of all "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other material employee benefit or compensation arrangements or policies (whether or not written, whether U.S. or foreign, and whether or not subject to ERISA), including, without limitation, any such arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock purchase plan, stock options (including those held by directors, employees, and consultants), hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, that are maintained by the Company, any subsidiary of the Company or any Company ERISA Affiliate (as defined in this Section 4.11) or with respect to which the Company, any subsidiary of the Company or any Company ERISA Affiliate has or may have any liability, contingent or otherwise (the "Company Employee Benefit Plans").

(b) The Company has made available to the Purchaser a complete and current copy of each Company Employee Benefit Plan document or a written description of any unwritten Company Employee Benefit Plan; any employee handbook applicable to employees of the Company or any subsidiary; and with respect to any Company Employee Benefit Plan, any related trust agreement or insurance contract; the most recent summary plan description, the most recent IRS determination letter (including IRS determination upon termination of any Company Employee Benefit Plan), and the two most recent (i) Forms 5500 and attached schedules; (ii) audited financial statements and (iii) participant account and valuation reports.

(c) None of the Company Employee Benefit Plans is a "multiemployer plan," as defined in Section 4001(a)(3) of ERISA (a "Multiemployer Plan"), and neither the Company nor any subsidiary of the Company or Company ERISA Affiliate presently contributes to or has contributed to such a plan.

(d) Except as set forth on Schedule 4.11(d) or as provided in Part 6 of Title I of ERISA, none of the Company, any subsidiary of the Company or any Company ERISA Affiliate maintain or contribute to any plan or arrangement which provides or has any liability to provide life insurance or medical or other employee welfare benefits to any employee or former employee upon his retirement or termination of employment, and none of the Company, any subsidiary of the Company or any Company ERISA Affiliate have represented, promised or contracted (whether in oral or written form) to any employee or former employee that such benefits would be provided.

(e) Except as provided for in the Options set forth in Schedule 5.1(b), the execution of, and performance of the transactions contemplated in, this Agreement will not, either alone or upon the occurrence of subsequent events, result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any individual. There are no severance agreements, severance policies, employment agreements or other promises applicable to the Company, any subsidiary of the Company or any Company ERISA Affiliate in the event of a change of control of the Company. Except as previously disclosed in writing to the Purchaser, no payment or benefit which will or may be made by the Company, the Purchaser, the Merger Sub or any of their subsidiaries or affiliates with respect to any employee of the Company, any subsidiary of the Company or any Company ERISA Affiliate will be characterized as an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Internal Revenue Code of 1986, as amended.

(f) Each Company Employee Benefit Plan that is intended to qualify under Section 401 of the Code, and each trust maintained pursuant thereto, has been determined to be so qualified and exempt from federal income taxation under Section 501 of the Code by the IRS, and, to the Company's Knowledge, nothing has occurred with respect to the operation or organization of any such Company Employee Benefit Plan that would cause the loss of such qualification or exemption or the imposition of any liability, penalty or tax under ERISA or the Code. No Company Employee Benefit Plan is a "defined benefit plan" within the meaning of Section 3(35) of ERISA, and neither the Company nor any subsidiary of the Company or any Company ERISA Affiliate maintains or has maintained such a plan in the last five years.

(g) Except as set forth on Schedule 4.11(g), no Company Employee Benefit Plan covers employees other than employees of the Company, any subsidiary of the Company or any Company ERISA Affiliate. None of the Company, any subsidiary of the Company or any Company ERISA Affiliate has communicated to present or former employees of the Company, any subsidiary of the Company or Company ERISA Affiliate, or formerly adopted or authorized, any additional employee benefit plan or program or any change in or termination of any existing Company Employee Benefit Plan.

(h) (i) All contributions (including all employer contributions and employee salary reduction contributions) required to have been made under any of the Company Employee Benefit Plans to any funds or trusts established thereunder or in connection therewith have been

made by the due date thereof (including any permitted extensions), and have been properly accrued and reflected on the Company's financial statements, (ii) each of the Company, any subsidiary of the Company and any Company ERISA Affiliate have complied in all material respects with any notice, reporting and documentation requirements of ERISA and the Code, (iii) there are no pending actions, claims (other than routine claims for benefits) or lawsuits which have been asserted, instituted or, to the Company's Knowledge, threatened, in connection with any of the Company Employee Benefit Plans, and (iv) the Company Employee Benefit Plans have been maintained, in all material respects, in accordance with their terms and with all provisions of ERISA and the Code (including rules and regulations thereunder) and other applicable federal and state laws and regulations.

(i) Schedule 4.11(i) sets forth a complete list of all amounts outstanding relating to bonuses payable to employees and any obligation to pay bonuses to employees relating to the Company's performance, the employees' performance or the transactions contemplated hereby.

(j) No compensation paid to any employees of the Company or its subsidiaries will result in any material nondeductibility under Section 162(m) of the Code.

(k) The Company has provided, or will promptly provide, all notices to holders of Options required under any Stock Plan or otherwise in connection with the Offer and the other transactions contemplated hereby.

(l) No Company Employee Benefit Plan is currently under governmental investigation or audit, and to the Company's Knowledge, no such investigation or audit is threatened.

(m) With respect to Company Employee Benefit Plans that are not U.S. plans ("Foreign Plans"), if any, (i) each Foreign Plan covers only employees of a single company and no other employee and covers only employees who are in a single country; (ii) each Foreign Plan and the manner in which it has been administered satisfy in all material respects all applicable laws and regulations, (iii) all contributions to each Foreign Plan required through the Effective Date will be made by the Company or a subsidiary; and (iv) each Foreign Plan is either fully funded (or fully insured) based upon generally accepted local actuarial and accounting practice and procedure or appropriate liabilities for each Foreign Plan are fully reflected on the Company's financial statements dated September 30, 1999.

For purposes of this Agreement, "Company ERISA Affiliate" means any business or entity which is a member of the same "controlled group of corporations," under "common control" or a member of an "affiliated service group" with the Company within the meanings of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with the Company under Section 414(o) of the Code, or is under "common control" with the Company, within the meaning of Section 4001(a)(14) of ERISA, or any regulations promulgated or proposed under any of the foregoing Sections.

4.12 Labor and Employment Matters.

(a) (i) Except as set forth on Schedule 4.12(a)(i), there are no controversies pending or, to the Company's Knowledge, threatened, between the Company or any of its subsidiaries and any group of their respective employees; (ii) neither the Company nor, to the Company's Knowledge, any of its subsidiaries, is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by the Company or its subsidiaries nor to the Company's Knowledge, except as set forth on Schedule 4.12(a)(ii), have there been any activities or proceedings of any labor union to organize any such employees during 1998 or 1999; (iii) neither the Company nor any of its subsidiaries has breached or otherwise failed to comply with any provision of any such agreement or contract and there are no grievances outstanding against any such parties under any such agreement or contract; (iv) there are no unfair labor practice complaints pending against the Company or any of its subsidiaries before the National Labor Relations Board or any current union representation questions involving employees of the Company or any of its subsidiaries; and (v) to the Company's Knowledge, there are no strikes, slowdowns, work stoppages, lockouts, or threats thereof, by or with respect to any employees of the Company or any of its subsidiaries. No consent of any union which is a party to any collective bargaining agreement with the Company is required to consummate the transactions contemplated by this Agreement. The Company is in and has been in compliance with all federal, state and local laws relating to employment (including employment discrimination), wages and hours, working conditions, occupational safety, workers compensation and the payment of social security and other payroll related taxes, except where noncompliance would not reasonably be expected to have a Company Material Adverse Effect and neither the Company nor its subsidiaries have received any written notice alleging a failure to comply in any material respect with any such laws, rules or regulations.

(b) Except as set forth on Schedule 4.12(b), within the 90 days prior to the date hereof, (i) neither the Company nor any subsidiary has effectuated (x) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 'SS'2101, et seq., the "WARN Act") affecting any site of employment or one or more facilities or operating units within any site of employment or facility, or (y) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility, (ii) neither the Company nor any subsidiary has been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar foreign, state or local law, and (iii) no employee of the Company or any subsidiary has suffered an "employment loss" (as defined in the WARN Act).

(c) The Executive Employment Agreement, dated as of September 19, 1996, by and between the Company and P. Quentin Bourjeaurd (the "Executive"), as amended by the letter agreement dated October 31, 1999 (a copy of such amendment is set forth on Schedule 4.12(c)), has been duly executed and delivered by the Company and the Executive and constitutes a valid and binding obligation of the Executive, enforceable in acccordance with its terms subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting or relating to the enforcement of creditors' rights and remedies generally and subject, as to enforceability, to

general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.13 Offer Documents. Neither the Schedule 14D-9 nor any of the information supplied by the Company for inclusion in the Offer Documents shall, at the respective times the Schedule 14D-9, the Offer Documents or any such amendments or supplements are filed with the SEC or are first published, sent or given to stockholders, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In the event that the Merger Sub has not designated a majority of the members of the Company's Board of Directors pursuant to the terms of Section 1.3 hereof and a stockholder vote is required, all information supplied by the Company for inclusion in any proxy or information statement filed with the Commission and sent or given to stockholders pursuant to Section 6.2 hereof shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not false or misleading at the time of filing with the Commission, mailing to stockholders, any meeting of stockholders or the Effective Time. Notwithstanding the foregoing, the Company makes no representation or warranty with respect to any information which is supplied in writing by the Purchaser or the Merger Sub specifically for inclusion and which is contained in any of the foregoing documents or which is excerpted or derived from public sources.

4.14 Intellectual Property; Year 2000.

(a) The Company and its subsidiaries own the entire right, title and interest in and to or have the right to use (pursuant to valid and defensible license arrangements), all Intellectual Property (as defined below) used or held for use in, or otherwise necessary for, the operation of their respective businesses, except as set forth in Schedule 4.14(a) or as would not, in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except as set forth in Schedule 4.14(a), there are no pending, or to the Company's Knowledge, threatened proceedings or litigation or other adverse claims affecting or relating to any such Intellectual Property, nor, to the Company's Knowledge, any reasonable basis upon which a claim may be asserted by or against the Company or any of its subsidiaries for infringement of any such Intellectual Property that, in the aggregate, would reasonably be expected to have a Company Material Adverse Effect. As used herein, "Intellectual Property" means all industrial and intellectual property rights, including proprietary technology, patents, patent applications, trademarks, trademark applications and registrations, servicemarks, servicemark applications and registrations, trade dress, copyrights, internet domain names, software, know-how, licenses, trade secrets, proprietary processes, formulae and customer lists.

(b) The officers and employees of the Company or its subsidiaries and the consultants to the Company or its subsidiaries listed on Schedule 4.14(b) have executed agreements containing provisions regarding protection of proprietary information and confidentiality, true and complete copies of which have previously been provided to the Purchaser by the Company, and other employees, consultants and contractors have executed such an

agreement. All computer software included in the Company's or its Subsidiaries' products (i) has been either created by employees of the Company or its subsidiary within the scope of their employment or otherwise on a work-for-hire basis or by consultants or contractors who have created such software themselves and have assigned, except as otherwise specifically set forth in the agreements with the consultants listed on Schedule 4.14(b) (true and complete copies of such agreements have heretofore been delivered to the Purchaser) all right, title and interest they have in such software to the Company or its subsidiary or (ii) is licensed to the Company or its subsidiary pursuant to valid and binding agreements.

(c) The computer systems of the Company and its subsidiaries are Year 2000 Compliant in all material respects. All inventory, products and material independently developed applications of the Company and its subsidiaries that are, consist of, include or use computer software are Year 2000 Compliant in all material respects. The Company has contacted its principal vendors of hardware and software and other persons with whom the Company has material business relationships and all such vendors and other persons have notified the Company that their hardware and software are Year 2000 compliant to the extent affecting the Company in any material respect. To the Company's Knowledge, any failure on the part of the customers of, and suppliers to, the Company and its subsidiaries to be Year 2000 Compliant by December 31, 1999 will not have or be likely to have a Company Material Adverse Effect. The term "Year 2000 Compliant," with respect to a computer system or software program, means that such computer system or program: (i) is capable of recognizing, processing, managing, representing, interpreting and manipulating correctly date-related data for dates earlier and later than January 1, 2000, including, but not limited to, accepting date input, providing date output and performing calculations on dates or portions of dates; (ii) has the ability to provide date recognition for any data element without limitation and respond to two digit year date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner; (iii) has the ability to function automatically into and beyond the year 2000 without human intervention; (iv) has the ability to interpret data, dates and time correctly into and beyond the year 2000; (v) has the ability not to produce noncompliance in existing data, nor otherwise corrupt such data, into and beyond the year 2000; (vi) has the ability to process correctly after January 1, 2000, data containing dates before that date; (vii) has the ability to store and provide output of date information in ways that are unambiguous as to century; (viii) has the ability to function accurately and without interruption before, during and after January 1, 2000, without any change in operations associated with the advent of the new century; and (ix) has the ability to recognize all "leap year" dates, including February 29, 2000.

4.15 Taxes. Each of the Company and its subsidiaries has timely filed (or there has been timely filed on its behalf) all federal, and all material state, local and foreign, tax returns and reports, that it was required to file. All such tax returns and reports were correct and complete in all material respects. All taxes owed by any of the Company and its subsidiaries have been paid except where the failure to pay would not reasonably be expected to have a Company Material Adverse Effect. Each of the Company and its subsidiaries has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid to any employee, independent contractor, creditor, stockholder, or other third party except where the failure to withhold or pay would not reasonably be expected to have a Company Material Adverse Effect. Neither the

Internal Revenue Service (the "IRS") nor any other taxing authority or agency is now asserting or, to the Company's Knowledge, threatening to assert against the Company or any of its subsidiaries any deficiency or claim for material additional taxes or interest thereon or penalties in connection therewith. As of the date hereof, neither the Company nor any of its subsidiaries has granted, or been requested to grant, any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any federal, state, local or foreign income tax. The accruals and reserves for taxes reflected in the balance sheet of the Company as of September 30, 1999 have been estimated in accordance with past practice and are adequate to cover all taxes accruable through such date (including interest and penalties, if any, thereon) in accordance with generally accepted accounting principles. Neither the Company nor any of its subsidiaries has made an election under Section 341(f) of the Code. The Company is not, and has not been during the period specified in Section 897(c)(1)(A)(ii) of the Code, a United States real property holding corporation within the meaning of Section 897(c) of the Code.

4.16 Brokers, Advisors. No broker, finder or investment banker (other than Goldman, Sachs & Co.) is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Company. The Company has heretofore furnished to the Merger Sub a complete and correct copy of all agreements between the Company and Goldman, Sachs & Co. pursuant to which such firm would be entitled to any payment relating to the transactions contemplated hereunder.

4.17 Product Liabilities. There are no material product warranty, product liability or similar claims pending, or to the Company's Knowledge, threatened, against the Company or any of its subsidiaries.

4.18 Related Party Transactions. Except as set forth in the Schedule 4.18, or disclosed in the Commission Filings filed before the date hereof, no current or former stockholder, director, officer or key employee of the Company or any of its subsidiaries nor any "Associate" (as defined in Rule 405 promulgated under the Securities Act) of any such person, is presently or has been, directly or indirectly through his affiliation with any other person or entity, a party to any material transaction with the Company or any of its subsidiaries providing for the furnishing of services (except as an employee) by or to, or rental of real or personal property from or to, or otherwise requiring cash payments by or to any such person. In addition, except as set forth in the Schedule 4.18 or disclosed in the Commission Filings filed before the date hereof, during such periods there was no relationship or transaction involving the Company or any of its subsidiaries which is described in Item 404 of Regulation S-K promulgated under the Securities Act.

4.19. Suppliers and Customers. Schedule 4.19 sets forth a list of (a) the ten (10) largest suppliers of materials or services to the Company during the twelve month period ending September 30, 1999 (the "Major Suppliers") and (b) the ten (10) largest customers of products or services of the Company during the twelve month period ending September 30, 1999 (the "Major Customers"). Except as set forth on Schedule 4.19, no Major Supplier or Major Customer of the Company has during the last twelve months decreased materially or, to the Company's Knowledge, threatened to decrease or limit materially its purchase of products from, or provision

of services or supplies to, as applicable, the Company. To the Company's Knowledge, there is no termination, cancellation or limitation of, or any material modification or change in, the business relationships of the Company with any Major Supplier or Major Customer that would reasonably be expected to have a Company Material Adverse Effect. Except as set forth on Schedule 4.19, to the Company's Knowledge, there will not be any such change in relations with Major Suppliers or Major Customers of the Company or triggering of any right of termination, cancellation or penalty or other payment in connection with or as a result of transactions contemplated by this Agreement which would reasonably be expected to have a Company Material Adverse Effect.

4.20 Foreign Corrupt Practices Act. Neither the Company nor any of its subsidiaries has at any time made or committed to make any payments for illegal political contributions or made any bribes, kickback payments or other illegal payments. Neither the Company nor any of its subsidiaries has made, offered or agreed to offer anything of value to any governmental official, political party or candidate for governmental office (or any person that the Company or its subsidiaries knows or has reason to know, will offer anything of value to any governmental official, political party or candidate for political office), such that the Company or its subsidiaries have violated the Foreign Corrupt Practices Act of 1977, as amended from time to time, and all applicable rules and regulations promulgated thereunder. There is not now nor has there ever been any employment by the Company or any of its subsidiaries of any governmental or political official in any country while such official was in office.

ARTICLE 5

CONDUCT OF BUSINESS PENDING THE MERGER

5.1 Conduct of Business by the Company Pending the Merger. The Company covenants and agrees that, prior to the Effective Time, unless the Merger Sub shall otherwise agree in writing or except as set forth on Schedule 5.1 or as otherwise expressly contemplated or permitted by this Agreement:

(a) The business of the Company and its subsidiaries shall be conducted only in, and the Company and its subsidiaries shall maintain their facilities in, the ordinary course of business and consistent with past practice;

(b) The Company shall not directly or indirectly do or permit to occur any of the following: (i) issue, sell, pledge, dispose of or encumber (or permit any of its subsidiaries to issue, sell, pledge, dispose of or encumber) any shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any capital stock of the Company or any of its subsidiaries (other than shares issuable upon exercise of the outstanding (as of the date hereof) options to acquire Shares in accordance with their terms in effect on the date hereof); (ii) amend or propose to amend the Certificate or Articles of Incorporation or By-Laws of it or any of its subsidiaries; (iii) split, combine or reclassify any outstanding Shares, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the Shares (except the declaration and payment of dividends by a wholly-owned subsidiary of

the Company to its parent); (iv) redeem, purchase or acquire or offer to acquire (or permit any of its subsidiaries to redeem, purchase or acquire or offer to acquire) any Shares or other securities of the Company or any of its subsidiaries other than as contemplated by Section 2.5 and other than for the repurchase by the Company, pursuant to existing agreements, of any outstanding Shares upon termination of an employment, director or consulting relationship with the Company; (v) enter into any material contract; or (vi) enter into or modify any agreement, commitment or arrangement with respect to any of the foregoing;

(c) Neither the Company nor any of its subsidiaries shall (i) sell, pledge, lease, dispose of or encumber any material assets other than in the ordinary course of business consistent with past practice; (ii) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or enterprise or material assets thereof; (iii) incur any indebtedness for borrowed money or issue any debt securities for borrowings except in the ordinary course of business and consistent with past practice; (iv) guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person (other than a subsidiary of the Company or the Company) except in the ordinary course of business consistent with past practice and in amounts immaterial to the Company; or (v) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(d) Neither the Company nor any of its subsidiaries shall (i) enter into or modify any employment, severance or similar agreements or arrangements with, or grant any Options (or accelerate any Options), bonuses, salary increases, severance or termination pay to, any officers or directors; or (ii) in the case of employees who are not officers or directors, take any action to grant or accelerate any Options, or take any other action other than in the ordinary course of business consistent with past practice (none of which actions shall be unreasonable or unusual) with respect to the grant or creation of any bonuses, salary increases, severance or termination pay, employment or similar agreements or with respect to any increase of benefits in effect on the date of this Agreement;

(e) Except as may be required by applicable law, none of the Company, any of its subsidiaries or any Company ERISA Affiliate shall adopt or amend any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust fund or arrangement for the benefit or welfare of any employee;

(f) The Company will not (i) call any meeting (other than any meeting contemplated by Section 6.1) of its stockholders or (ii) waive or modify any provision of, or terminate any, confidentiality or standstill agreement entered into by the Company with any person;

(g) The Company shall use its commercially reasonable efforts to cause its current insurance (or reinsurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the

cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(h) The Company (i) shall use its commercially reasonable efforts, and cause each of its subsidiaries to use commercially reasonable efforts, to preserve intact their respective business organizations and goodwill, keep available the services of its officers and employees as a group and maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it or its subsidiaries; (ii) shall confer on a regular and frequent basis with representatives of the Merger Sub to report financial matters and, to the extent not prohibited by applicable law, operational matters and the general status of ongoing operations; (iii) shall not take any action, and shall not permit any of its subsidiaries to take any action, which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any respect (or untrue in any material respect if such representation or warranty is not qualified by "material," "Company Material Adverse Effect, a specified dollar limitation or the like) at any time prior to the Effective Time; and (iv) shall notify the Merger Sub of any emergency or other change in the normal course of its or any of its subsidiaries' business or in the operation of its or any of its subsidiaries' properties and of any governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) if such emergency, change, complaint, investigation or hearing has or would be reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect, or would be material to any party's ability to consummate the transactions contemplated by this Agreement;

(i) Neither the Company nor any of its subsidiaries shall adopt a plan of liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or reorganization;

(j) Neither the Company nor any of its subsidiaries shall make any material tax election or settle or compromise any material federal, state, local, or foreign tax liability, except in the ordinary course of business and consistent with past practice;

(k) The Company shall not modify or accelerate the exercisability of any stock options, rights or warrants presently outstanding; and

(l) The Company shall postpone the holding of its Annual Meeting of Stockholders (the "Company Annual Meeting") indefinitely pending consummation of the Merger unless the Company is otherwise required to hold the Company Annual Meeting by Delaware Law.

ARTICLE 6

ADDITIONAL AGREEMENTS

6.1 Action of Stockholders. The Company shall take all action necessary in accordance with the Delaware Law and its Certificate of Incorporation and By-Laws to convene a meeting of its stockholders as promptly as practicable following consummation of the Offer to

consider and vote upon the Merger, if a stockholder vote is required. If a stockholders' meeting is convened, the Board of Directors shall recommend that the stockholders of the Company vote to approve the Merger; provided, however, that such recommendation may be withdrawn, modified or amended to the extent that the Board of Directors of the Company concludes, in good faith after consultation with its outside financial advisor, upon advice of outside legal counsel, that it is inconsistent with such Board's fiduciary duties under applicable law not to do so. In the event that proxies are to be solicited from the Company's stockholders, the Company shall, if and to the extent requested by the Merger Sub, use its reasonable efforts to solicit from stockholders of the Company proxies in favor of such approval and shall take all other reasonable action necessary or, in the opinion of the Merger Sub, helpful to secure a vote or consent of stockholders in favor of the Merger. At any such meeting, the Merger Sub shall vote or cause to be voted all of the Shares then owned by the Merger Sub or any subsidiary of the Merger Sub in favor of the Merger and the Company shall vote all Shares in favor of the Merger for which proxies in the form distributed by the Company shall have been given and with respect to which no contrary direction shall have been made.

Notwithstanding anything else herein or in this Section 6.1, if the Purchaser, the Merger Sub and any other subsidiaries of the Purchaser shall acquire in the aggregate a number of the outstanding Shares, pursuant to the Offer or otherwise, sufficient to enable the Merger Sub or the Company to cause the Merger to become effective under applicable law without a meeting of stockholders of the Company, the parties hereto shall, at the request of the Purchaser and subject to Article 7, take all necessary and appropriate action to cause the Merger to become effective as soon as reasonably practicable after the consummation of such acquisition, without a meeting of stockholders of the Company, in accordance with Section 253 of the Delaware Law.

6.2 Proxy Statement. If a stockholder vote is required, the Company and the Merger Sub shall cooperate with each other and use all reasonable efforts to prepare, and the Company and the Merger Sub shall file with the Commission as soon as reasonably practicable following consummation of the Offer and use their reasonable efforts to have cleared by the Commission, a proxy statement or information statement, as appropriate, with respect to the approval of the Merger by the Company's stockholders. The information provided and to be provided by the Purchaser, the Merger Sub and the Company, respectively, for use in the proxy statement or information statement shall not contain an untrue statement of material fact and shall not omit to state any material fact required to be stated therein or necessary in order to make such information not misleading.

6.3 Employee Benefits and Options.

(a) Option Termination. The Purchaser, the Merger Sub and the Company hereby acknowledge and agree that neither the Purchaser nor the Surviving Corporation shall assume or continue any outstanding Options under the Stock Plans, or substitute any additional options, warrants or other rights for such outstanding Options. At the Effective Time, all Options (whether vested or unvested) shall be canceled, and holders of fully vested options at the Effective Time shall be entitled to receive from the Surviving Corporation, in cancellation of such vested options, an amount in cash equal to the excess of (a) the product of the number of Shares covered

by such vested Options multiplied by the Merger Consideration, over (b) the product of the number of Shares covered by such vested Options multiplied by the per-Share exercise, purchase or conversion price payable upon exercise, purchase or conversion of the same, less applicable withholding of taxes. The Company shall take all action necessary to effectuate the foregoing, including obtaining any necessary consents of the holders of Options.

(b) Employment Matters. The Purchaser shall cause the Surviving Corporation to honor, without modification adverse to the employee party thereto, all employment, consulting, termination and severance agreements in effect prior to the date hereof between the Company or any of its subsidiaries and any current or former officer, director, consultant or employee of the Company, all of which, the Company hereby represents and warrants, have been disclosed on Schedules 4.11(a), 4.11(g) and 4.14(b).

(c) Benefit Plans. The Surviving Corporation shall (i) to the extent it is permitted to do so under that benefit plan, waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the employees of the Company or any of its subsidiaries under any benefit plan that such employees may be eligible to participate in after the Effective Time, and (ii) provide each employee of the Company and its subsidiaries with credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any applicable deductible or out-of-pocket requirements under any benefit plans that such employees are eligible to participate in after the Effective Time, but excluding in the case of each of (i) and (ii), limitations or restrictions under benefit plans of the Company in effect as of the Effective Time that are not met as of the Effective Time.

6.4 Expenses. If (a) this Agreement is terminated by the Company pursuant to Section 8.1(e)(iii) or Section 6.6, or (b) this Agreement is terminated by the Merger Sub pursuant to Section 8.1(c), (c) the Offer is terminated by the Merger Sub pursuant to paragraph (a) of Annex I hereto, or (d) this Agreement is terminated pursuant to its terms for any reason other than a material breach of this Agreement by the Purchaser or the Merger Sub, and in case of this clause (d) (x) within six months thereafter a definitive agreement is entered into between the Company and any person other than the Merger Sub or any affiliate of the Merger Sub, for the acquisition or disposition of (i) all or substantially all of the assets of the Company, or (ii) securities of the Company constituting (or convertible into) 35% or more of the currently outstanding Shares, or for a merger, consolidation or other reorganization of the Company, at a price equivalent to a price per Share in excess of $9.50 and is closed concurrently therewith or at any time thereafter or (y) within six months thereafter any person or "group" (as that term is used in Section 13(d)(3) of the Exchange Act) other than the Merger Sub or any affiliate of the Merger Sub shall have acquired, beneficial ownership of 35% or more of the outstanding Shares, the Company shall pay to the Purchaser upon demand (by wire transfer of immediately available federal funds to an account designated by the Purchaser for such purpose) the amount of $5,500,000 (the "Fee") to compensate the Purchaser and the Merger Sub for taking actions to consummate this Agreement, to reimburse them for the time and expense relating thereto and for other direct and indirect costs (including lost opportunity costs) in connection with the transactions contemplated herein. Payment of such amount by the Company shall constitute a full and complete discharge of all

obligations or liabilities of the Company under this Section 6.4. The Company acknowledges that the provisions set forth in this Section 6.4 are an integral part of this Agreement that have been negotiated in order to induce the Purchaser and the Merger Sub to enter into this Agreement.

In addition to any damages caused by conduct which constitutes a breach by any of the Purchaser or the Merger Sub or the Company of any of their obligations under this Agreement, the breaching party agrees, jointly and severally, to pay to the nonbreaching party all costs and expenses (including attorneys' fees and expenses) incurred by the nonbreaching party in connection with the enforcement by the nonbreaching party of its rights hereunder.

6.5 Additional Agreements. Subject to its fiduciary duties and the terms and conditions provided herein, each of the parties agrees to use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including using best efforts to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings, including but not limited to filings under the Hart-Scott-Rodino Act and submissions of information requested by governmental authorities. Nothing in this Agreement shall require that the Purchaser or the Merger Sub divest, sell or hold separate any of their respective assets or properties or the assets or properties of the Company, nor shall anything in this Agreement require that the Purchaser or the Merger Sub take any action that could affect the normal and regular operations of the Purchaser or the Company after the Effective Date. The Company shall, and shall cause its officers, directors, affiliates and agents to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any acquisition of or sale of any equity interest in or substantial assets of the Company or any of its subsidiaries. For purposes of this Section 6.5, best efforts shall not include the obligation to make any payment to any third party as a condition to obtaining such party's consent or approval; provided, however, that the Purchaser and the Merger Sub shall be obligated to pay all filing and related fees required by the Hart-Scott-Rodino Act.

6.6 No Solicitation. The Company shall not, and shall not authorize or permit any of its officers, directors, employees or agents to directly or indirectly, solicit, encourage, participate in or initiate discussions or negotiations with, or provide any information to, any corporation, partnership, person or other entity or group (other than the Merger Sub, any of its affiliates or representatives) (collectively, a "Person") concerning any merger, consolidation, tender offer, exchange offer, sale of all or substantially all of the Company's assets, sale of shares of capital stock or similar business combination transaction involving the Company or any principal operating or business unit of the Company or its subsidiaries (an "Acquisition Proposal"). Notwithstanding the foregoing, (i) if prior to the Merger Sub owning a majority of the outstanding Shares the Company receives an unsolicited, written indication of a willingness to make an Acquisition Proposal at a price per share which the Company reasonably concludes is in excess of the Merger Consideration from any Person and if the Company reasonably concludes in good faith, after consultation with its outside financial advisor, that the Person delivering such indication is capable of consummating such an Acquisition Proposal (based upon, among other things, the availability of financing and the capacity to obtain financing, the expectation of receipt

of required antitrust and other regulatory approvals and the identity and background of such Person), then the Company may provide access to or furnish or cause to be furnished information concerning the Company's business, properties or assets to any such Person pursuant to an appropriate confidentiality agreement and the Company may engage in discussions related thereto, and (ii) the Company may participate in and engage in discussions and negotiations with any Person meeting the requirement set forth in clause (i) above in response to a written Acquisition Proposal if the Company concludes in good faith, after consultation with its outside financial advisor, upon advice of its legal counsel, that the failure to engage in such discussions or negotiations is inconsistent with such Board's fiduciary duties to the Company's stockholders under applicable laws and the Company receives from the Person making an Acquisition Proposal an executed confidentiality agreement the terms of which are (without regard to the terms of the Acquisition Proposal) (A) no less favorable to the Company, and (B) no less restrictive to the Person making the Acquisition Proposal, than those contained in the Confidentiality Agreement. In the event that, after the Company has received a written Acquisition Proposal (without breaching its obligations under clause (i) or (ii) above) but prior to the Merger Sub beneficially owning a majority of the outstanding Shares, the Board of Directors concludes in good faith, after consultation with its outside financial advisor, upon advice of its legal counsel, that it is inconsistent with such Board's fiduciary duties under applicable law not to do so, the Company may concurrently with the payment of the Fee provided in Section 6.4 do any or all of the following: (x) withdraw or modify the Board of Directors' or recommendation of the Merger or this Agreement, (y) approve or recommend an Acquisition Proposal, subject to this Section 6.6 and (z) terminate this Agreement. Furthermore, nothing contained in this Section 6.6 shall prohibit the Company or its Board of Directors from taking and disclosing to the Company's stockholders a position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or from making such disclosure to the Company's stockholders or otherwise which, in the judgment of the Board of Directors upon advice of legal counsel, is required under applicable law or rules of any stock exchange. The Company shall promptly (but in any event within two days) advise the Purchaser in writing of any Acquisition Proposal or any inquiry regarding the making of an Acquisition Proposal including any request for information, the material terms and conditions of such request, Acquisition Proposal or inquiry and the identity of the Person making such request, Acquisition Proposal or inquiry and thereafter shall keep the Purchaser reasonably informed, on a current basis, of the status and material terms of such proposals and the status of such negotiations or discussions, providing copies to the Purchaser of any Acquisition Proposals made in writing. The Company shall provide the Purchaser with one business day advance notice of, in each and every case, its intention to provide any information to, or enter into any confidentiality agreement with, any person or entity making any such inquiry or proposal and the Company shall provide the Purchaser with three business days advance notice of, in each and every case, its intention to enter into any other agreement with any person or entity making any such inquiry or proposal. The Company agrees not to release any third party from, or waive any provisions of, any confidentiality or standstill agreement to which the Company is a party and will use its best efforts to enforce any such agreements at the request of and on behalf of the Purchaser. The Company will inform the individuals or entities referred to in the first sentence of this Section 6.6 of the obligations undertaken in this Section 6.6. The Company also will promptly request each person or entity which has executed, within 12 months prior to the date of this Agreement, a

confidentiality agreement in connection with its consideration of acquiring the Company to return or destroy all confidential information heretofore furnished to such person or entity by or on behalf of the Company. Notwithstanding anything contained in this Agreement to the contrary, any action by the Company's Board of Directors permitted by, and taken in accordance with, this Section 6.6 shall not constitute a breach of this Agreement.

Notwithstanding the provisions of the Confidentiality Agreement, (i) following any notification to the Purchaser of a written proposal that permits the Company to negotiate with or furnish information to any third party in accordance with Section 6.6, and until any transaction resulting from such proposal shall have either been consummated or the Company shall have received written notification that any such third party shall no longer seek to engage in such transaction with or involving the Company, the Purchaser shall be entitled to propose or present to the Company any offer in response to such third party's offer, and (ii) if, from the date hereof until the Effective Time, any third party shall announce its intention to commence, or shall commence, any tender offer to acquire Shares, the Purchaser and the Merger Sub shall be entitled to make any public announcement or proposal, or to take any other action it or they may deem appropriate, in response to such announcement or tender offer and which is consistent with their obligations under this Agreement.

6.7 Notification of Certain Matters. Each party shall give prompt notice to the others of (a) the occurrence or failure to occur of any event, which occurrence or failure would be likely to cause any representation or warranty on its part contained in this Agreement to be untrue or inaccurate in any respect (or untrue in any material respect if such representation or warranty is not qualified by "material," Company Material Adverse Effect, a specified dollar limitation or the like) at any time from the date hereof to the Effective Time, and (b) any failure of such party, or any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

6.8 Access to Information. From the date hereof to the Effective Time, to the extent not prohibited by applicable law, the Company shall, and shall cause its subsidiaries, officers, directors, employees and agents (including lenders, attorneys and accountants), upon reasonable notice, to afford the Purchaser and the Merger Sub reasonable access at all reasonable times to its officers, employees, agents, properties, books and records, and shall furnish the Purchaser and the Merger Sub all financial, operating, personnel, compensation, tax and other data and information as the Parent or the Merger Sub, through its officers, employees or agents, may reasonably request. All of such information shall be treated as "Confidential Material" pursuant to the terms of the Confidentiality Agreement, which continues (subject to the terms of this Agreement) in full force and effect and which shall survive termination of this Agreement.

6.9 Stockholder Claims. The Company shall not settle or compromise any claim brought by any present, former or purported holder of any securities of the Company in connection with the Merger prior to the Effective Time without the prior written consent of the Merger Sub.

6.10 Indemnification.

(a) The Certificate of the Surviving Corporation shall contain provisions no less favorable with respect to indemnification than are set forth in Article VIII and IX of the Certificate of Incorporation of the Company. Such provisions in the Certificate of Incorporation of the Company and the Surviving Corporation shall not be amended, repealed or otherwise modified for a period of six years from the date the Purchaser or the Merger Sub acquires a majority of the Shares in any manner that would adversely affect the rights thereunder of individuals who at or prior to the Effective Time were directors, officers, employees or agents of the Company, unless such modification is required by law. In addition, the Company, as the Surviving Corporation, shall maintain in full force and effect for a period of at least six years following the Effective Time, directors and officers liability insurance containing terms and provisions comparable to the terms and provisions of the current policy maintained by the Company for the benefit of existing and former officers, directors, employees and agents of the Company but only to the extent obtainable at a cost no more than 100% greater than that presently incurred by the Company on the date hereof. In the event that the Surviving Corporation cannot obtain comparable insurance at the price level contemplated by this Section 6.10(a), the Surviving Corporation shall obtain what it believes in good faith constitutes the best available insurance at such price level.

(b) This Section 6.10 shall survive the Effective Time, is intended to benefit the Company, the Surviving Corporation and each of the persons referred to in paragraph (a) of this Section and shall be binding on all successors and assigns of the Surviving Corporation.

6.11 Consents and Amendments. The Company shall use its best efforts to obtain, without the payment of any fee or compensation, consents to the Offer, the Merger, and the transactions contemplated by this Agreement from the parties to the agreements listed on Schedule 6.11.

6.12 Audit. The Company shall use reasonable commercial efforts to have Arthur Andersen LLP ("AA") complete its audit of the Company's consolidated financial statements for the fiscal year ended September 30, 1999 as promptly as practicable after the date hereof. The Purchaser and the Merger Sub shall be given reasonable access to the work papers of AA and to the staff of AA conducting the audit and shall be provided a copy of such audit upon completion.

ARTICLE 7

CONDITIONS

7.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions, any or all of which may be waived in whole or in part by the parties hereto, to the extent permitted by applicable law:

(a) The Merger shall have been approved and adopted by the vote of the stockholders of the Company to the extent required by the Delaware Law;

(b) All waiting, review and investigation periods (and any extension thereof) applicable to the consummation of the Merger under the Hart-Scott-Rodino Act shall have expired or been terminated;

(c) There shall have been no law, statute, rule or order, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal;

(d) No injunction or other order entered by a United States (state or federal) court of competent jurisdiction shall have been issued and remain in effect which would prohibit consummation of the Merger; provided, however, that the parties shall use their reasonable efforts to cause such injunction or order to be vacated or lifted;

(e) The Purchaser, the Merger Sub or their affiliates shall have purchased Shares validly tendered and not withdrawn pursuant to the Offer; provided, however, that neither the Purchaser nor the Merger Sub may invoke this condition if the Purchaser or the Merger Sub shall have failed to purchase Shares so tendered and not withdrawn in violation of the terms of this Agreement or the Offer.

ARTICLE 8

TERMINATION, AMENDMENT AND WAIVER

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether prior to or after approval by the stockholders of the Company:

(a) By mutual consent of the Boards of Directors of the Purchaser and the Company;

(b) By either the Merger Sub or the Company if the Offer shall not have been consummated on or before 45 business days from the date the Offer is commenced (the "Termination Date"), provided, however, that a party shall not be entitled to terminate this Agreement pursuant to this Section 8.1(b) if it is in material breach of its obligations under this Agreement; provided further, if the Offer shall not have been consummated on or before the Termination Date solely as a result of the failure of any waiting, review and investigation period (and any extension thereof) applicable to the consummation of the Offer or the Merger under the Hart-Scott-Rodino Act to expire or terminate or failure to obtain the consents referred to in paragraph (h) of Annex I, the Termination Date shall, in the sole discretion of the Merger Sub, be extended to a date that is up to 60 business days from the date the Offer is commenced;

(c) By the Merger Sub if the Board of Directors of the Company shall have withdrawn or adversely modified (or, upon the written request of the Merger Sub, failed to

reaffirm within three business days; provided that no such additional request may be made during such three business day period) either of its recommendations referred to in Sections 1.2 and 6.1;

(d) By the Merger Sub if the Offer terminates or expires on account of the failure of any of the conditions to the Offer set forth in Annex I without the Merger Sub having purchased any Shares thereunder;

(e) By the Company if any of (i) the Offer shall not have been commenced substantially in accordance with Section 1.1; or (ii) the Offer shall have expired or been terminated without any Shares having been purchased thereunder; or (iii) if a tender offer for Shares is commenced by a person or entity, or the Company receives an Acquisition Proposal any of which the Board of Directors determines, in the exercise of its fiduciary duties and subject to compliance with Section 6.6, makes necessary or advisable the termination of this Agreement; provided that the provisions of Sections 6.4 and 6.6 shall survive termination of the Agreement pursuant to this clause (e); or

(f) By the Merger Sub if any action, suit or proceeding is commenced or overtly threatened against the Purchaser or the Merger Sub or the Company, before any court or governmental or regulatory authority or body, seeking to restrain, enjoin, or otherwise prohibit the Offer, the Merger, or the completion of any of the other transactions contemplated by this Agreement; provided that the provisions of Section 6.4 and 6.6 shall survive termination of the Agreement pursuant to this clause (f).

8.2 Amendment. This Agreement may not be amended except by an instrument in writing approved by the parties to this Agreement and signed on behalf of each of the parties hereto; provided, however, that after approval of the Merger by the stockholders of the Company (if such approval is required), no amendment may be made which changes the amount into which each Share will be converted or effects any change which would adversely affect the stockholders of the Company without the further approval of the stockholders of the Company.

8.3 Waiver. Subject to applicable law and the provisions of this Agreement, at any time prior to the Effective Time, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of any other party hereto, (b) waive any inaccuracies in the representations or warranties of the other party contained herein or in any document, certificate or writing delivered pursuant hereto or (c) waive compliance with any of the agreements of any other party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. For the purposes of this Section 8, the Purchaser and the Merger Sub shall be considered to be a single party.

8.4 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1, (a) this Agreement shall become void and there shall be no liability or further

obligation on the part of the Purchaser, the Merger Sub or the Company or their respective stockholders, officers or directors, except as set forth in Section 6.4, in the last sentence of Section 1.2(d) hereof, in the confidentiality obligations of Section 6.8 hereof and in Sections 6.6, 8.1(e) and 8.1(f) hereof, and except to the extent that such termination results from the breach by a party of any of its representations, warranties, covenants or agreements set forth in this Agreement; provided, further, that if the Purchaser has received the Fee provided by Section 6.4, the Purchaser shall not assert or pursue in any manner, directly or indirectly, any claim or cause of action against the Company or any of its officers or directors based in whole or in part upon its or their receipt, consideration, recommendation or approval of an Acquisition Proposal or the exercise of the right of the Company to terminate this Agreement under Section 8.1(e) provided that the Company complied in all material respects with Section 6.6 and (b) the Merger Sub shall terminate the Offer, if still pending, without purchasing any Shares thereunder.

ARTICLE 9

GENERAL PROVISIONS

9.l Public Statements. Except as required by applicable law or by obligations pursuant to any listing agreement with any national securities exchange or quotation system, as applicable, neither the Purchaser nor the Merger Sub, on the one hand, nor the Company, on the other hand, shall make any public announcement or statement with respect to the Offer, the Merger, this Agreement or the transactions contemplated hereby, without the approval of the Company or the Merger Sub, respectively. The parties hereto agree to consult with each other prior to issuing each public announcement or statement with respect to the Offer, the Merger, this Agreement or the transactions contemplated hereby.

9.2 Notices. All notices and other communications hereunder shall be in writing and sent by hand delivery, facsimile transmission (with confirmation of receipt), or nationally recognized overnight courier service (with proof of delivery), to the parties at the addresses set forth below (or at such other address for a party as shall be specified by like notice):

(a) if to the Purchaser:

AlliedSignal Inc.
101 Columbia Road
Morristown, New Jersey 07962
Attention: Peter M. Kreindler, Esq.
Senior Vice President and General Counsel
Telephone: (973) 455-2000
Facsimile: (973) 455-6039

(b) if to Merger Sub:

AlliedSignal Acquisition Corp.
c/o AlliedSignal Inc.
2525 West 190th Street
Torrance, California 90504
Attention: Thomas F. Larkins, Esq.
Vice President and General Counsel - Aerospace
Services
Telephone: (310) 512-4809
Facsimile: (310) 512-3987

with copies to:

Fried, Frank, Harris, Shriver & Jacobson
350 South Grand Avenue, 32nd Floor
Los Angeles, CA 90071
Attention: David K. Robbins, Esq.
Telephone: (213) 473-2000
Facsimile: (213) 473-2222

(c) if to the Company:

TriStar Aerospace Co.
2527 Willowbrook Road
Dallas, Texas 75220
Attention: P. Quentin Bourjeaurd
President and Chief Executive Officer
Telephone: (214) 366-5000
Facsimile: (214) 366-5030

with copies to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Simeon Gold, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

9.3 Interpretation. When a reference is made in this Agreement to subsidiaries of the Merger Sub or the Company, the word "subsidiaries" means any "majority-owned subsidiary" (as defined in Rule 12b-2 under the Exchange Act) of the Merger Sub or the Company, as the case may be; provided, however, that the Company shall in no event and at no time be considered a subsidiary of the Merger Sub for purposes of this Agreement. As used herein, the term "person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or other entity. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to sections and articles of this Agreement unless otherwise stated.

9.4 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify the Agreement to preserve each party's anticipated benefits under the Agreement.

9.5 Miscellaneous. This Agreement (together with all other documents and instruments referred to herein including the Confidentiality Agreement, except as expressly provided in Section 6.6 hereof): (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; (c) shall not be assigned by operation of law or otherwise, except that the Merger Sub may assign all or any portion of their rights under this Agreement to any direct or indirect wholly-owned subsidiary of the Purchaser, but no such assignment shall relieve either the Purchaser or the Merger Sub of their obligations hereunder, and except that this Agreement may be assigned by operation of law to any corporation with or into which the Merger Sub may be merged; and (d) shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

9.6 Survival of Representations and Warranties. The representations and warranties of the parties set forth herein shall be deemed to be continuing as if made as of the date of any determination hereunder; provided, however, that such representations and warranties shall terminate as of the Effective Time or the time the Purchaser or the Merger Sub acquires more than 90% of the then outstanding Shares, if earlier, or upon the termination of this Agreement pursuant to Section 8.1.

9.7 Specific Performance. The parties hereto each acknowledge that, in view of the uniqueness of the subject matter hereof, the parties hereto would not have an adequate remedy at law for money damages if this Agreement were not performed in accordance with its terms, and therefore agree that the parties hereto shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which the parties hereto may be entitled at law or in equity.

IN WITNESS WHEREOF, the Purchaser, the Merger Sub, and the Company have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunder duly authorized.

ALLIEDSIGNAL INC.

By:/s/ James D. Taiclet

Name: James D. Taiclet
Its: President - Aerospace Services

ALLIEDSIGNAL ACQUISITION CORP.

By:/s/ Thomas F. Larkins

Name: Thomas F. Larkins
Its: Assistant Secretary

TRISTAR AEROSPACE CO.

By:/s/ Quentin Bourjeaurd

Name: Quentin Bourjeaurd
Its: President and Chief Executive Officer

ANNEX I
CONDITIONS TO THE OFFER

Notwithstanding any other provision of the Agreement and Plan of Merger (the "Agreement") or the Offer, the Merger Sub shall not be required to commence or continue the Offer or accept for payment, purchase or pay for any Shares tendered, or may postpone the acceptance, purchase or payment for Shares, or may amend (to the extent permitted by the Agreement) or terminate the Offer (1) if the Minimum Condition is not satisfied as of the expiration of the Offer; (2) any applicable waiting, review and investigation periods under the Hart-Scott-Rodino Act in respect of the Offer shall not have expired or been terminated prior to the expiration of the Offer; or (3) if, at any time on or after October 31, 1999 and prior to the expiration date of the Offer (or, in respect of paragraph (h), the latest date permitted in accordance with Rule 14d-1(c) of the Securities Exchange Act of 1934, as amended) any of the following events shall have occurred (each of paragraphs (a) through (h) providing a separate and independent condition to the Merger Sub's obligations pursuant to the Offer):

(a) The Company or any subsidiary of the Company, or their respective Boards of Directors, shall have authorized, recommended or proposed, or shall have announced an intention to authorize, recommend or propose, or shall have entered into an agreement or agreement in principle with respect to, any merger, consolidation or business combination (other than the Merger), any acquisition or disposition of a material amount of assets or securities or any material change in its capitalization, or the Company's Board of Directors shall have withdrawn or adversely modified (including by amendment to the Schedule 14D-9), or upon request of the Merger Sub, failed to reaffirm its favorable recommendations with respect to the Offer and the Merger as provided in the Agreement, or any corporation, entity, "group" or "person" (as defined in the Exchange Act) other than the Purchaser or the Merger Sub, shall have acquired beneficial ownership of 35% or more of the outstanding Shares;

(b) there shall have been any statute, rule, injunction or other order promulgated, enacted, entered or enforced by any court or governmental agency or other regulatory or administrative agency or commission, domestic or foreign (other than the routine application to the Offer, the Merger or other subsequent business combination of waiting, review and investigation periods under the Hart-Scott-Rodino Act), (i) making the purchase of some or all of the Shares pursuant to the Offer or the Merger illegal, or resulting in a material delay in the ability of the Merger Sub to purchase some or all of the Shares, (ii) invalidating or rendering unenforceable any material provision of the Agreement, (iii) imposing material limitations on the ability of the Merger Sub effectively to acquire or hold or to exercise full rights of ownership of the Shares acquired by it, including but not limited to, the right to vote the Shares purchased by it on all matters properly presented to the stockholders of the Company, (iv) imposing material limitations on the ability of any of Purchaser, the Merger Sub, or the Company to continue effectively all or any material portion of its respective business as heretofore conducted or to continue to own or operate effectively all or any material portion of its respective assets as heretofore owned or operated, (v) imposing material limitations on the ability of the Merger Sub to continue effectively all or any material portion of the business of the Company and its

subsidiaries (taken as a whole) as heretofore conducted or to own or operate effectively all or any material portion of the assets of the Company and its subsidiaries (taken as a whole) as heretofore operated, or (vi) to the effect that the Offer or the Merger is violative of any applicable law which would reasonably be expected to result in any of the consequences described in clauses (i) through (v) above;

(c) there shall have been any law, statute, rule or regulation, domestic or foreign, enacted or promulgated that, directly or indirectly, results or may be anticipated to result in any of the consequences referred to in paragraph (b) above, or any action, suit or proceeding shall have been commenced before any court or governmental or regulatory authority or body seeking to restrain, enjoin or otherwise prohibit the Offer, the Merger, or the completion of the transactions contemplated by the Agreement;

(d) there shall have occurred (i) any general suspension of, or limitation on prices for, trading in securities on any national securities exchange or in the over the counter market in the United States for a period of in excess of six and one-half trading hours in any twenty-four consecutive hour period (excluding suspensions resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iii) any limitation by any governmental authority on, or any other event which might materially adversely affect, the extension of credit by banks or other lending institutions in the United States, or (iv) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(e) except as set forth in the Commission Filings filed before October 31, 1999 or the Disclosure Schedule, any change shall have occurred or be threatened which individually or in the aggregate has had or is continuing to have a Company Material Adverse Effect;

(f) (i) any of the representations and warranties of the Company in the Agreement shall not be true and correct in all respects as if made on the date of any determination hereunder except for those representations or warranties that address matters only as of a specified date or only with respect to a specified period of time which need only be true and accurate as of such date or with respect to such period; provided, however, any representation or warranty not qualified by "material", "Company Material Adverse Effect," a specified dollar limitation or the like need only be true and correct in all material respects on the date of any determination hereunder, or (ii) the Company shall have breached in any respect or shall not have performed in all respects each covenant and complied with each agreement to be performed and complied with by it under the Agreement unless the Company gives prompt notice to the Merger Sub of such breach or nonperformance, such breach or nonperformance is capable of being fully and completely cured at no more than an inconsequential cost or expense to the Company or its subsidiaries and such breach or nonperformance is so cured within three business days following such breach or nonperformance;

(g) the Company and the Merger Sub shall have reached an agreement or understanding regarding termination of the Offer or the Agreement shall have been terminated in accordance with its terms; or

(h) all governmental consents (including consents of foreign governmental entities) required to be obtained in connection with the purchase of Shares pursuant to the Offer shall not have been obtained or any governmental agency shall have announced an intention to seek to prohibit or interfere with the purchase of Shares pursuant to the Offer;

which, in the good faith judgment of the Merger Sub, in any such case, and regardless of the circumstances giving rise to any such condition, make it inadvisable to proceed with acceptance for payment or purchase of or payment for the Shares.

The foregoing conditions are for the sole benefit of the Merger Sub and Purchaser and may be asserted by the Merger Sub and Purchaser regardless of the circumstances giving rise to such conditions, or may be waived by the Merger Sub in whole at any time or in part from time to time in their sole discretion. The failure by the Merger Sub or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right and may be asserted at any time and from time to time.

The capitalized terms used in this Annex A shall have the meanings set forth in the Agreement to which it is annexed.

TENDER AND OPTION AGREEMENT

among

ALLIEDSIGNAL INC.,

ALLIEDSIGNAL ACQUISITION CORP.

and

THE STOCKHOLDERS LISTED ON SCHEDULE A

Dated as of October 31, 1999

TENDER AND OPTION AGREEMENT

TENDER AND OPTION AGREEMENT, dated as of October 31, 1999 (this "Agreement"), among AlliedSignal Inc., a Delaware corporation ("Purchaser"), AlliedSignal Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Purchaser ("Merger Sub"), and each of the persons listed on Schedule A hereto (each a "Stockholder" and, collectively, the "Stockholders").

RECITALS

WHEREAS, Purchaser, Merger Sub and TriStar Aerospace Co., a Delaware corporation (the "Company"), have entered into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement") providing for, among other things, an Offer by Merger Sub for all of the issued and outstanding shares of common stock, par value $0.01 per share, of the Company (the "Company Common Stock"), and, subsequent thereto, assuming the Offer is consummated on the terms set forth in the Offer Documents and all the other conditions to the Merger are satisfied or waived, the Merger of Merger Sub with and into the Company with the Company as the surviving corporation in the Merger, pursuant to which the Company will become a wholly-owned subsidiary of Purchaser;

WHEREAS, each Stockholder is the beneficial owner of the shares of Company Common Stock and Options set forth opposite such Stockholder's name on Schedule A hereto (collectively referred to herein as the "Securities" of such Stockholder; such Securities, as such Securities may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with shares of Company Common Stock issuable upon the exercise of Options being referred to herein as the "Shares" of such Stockholder); and

WHEREAS, as a condition to each of Purchaser and Merger Sub's willingness to enter into the Merger Agreement, Purchaser and Merger Sub have requested that the Stockholders enter into, and the Stockholders have agreed to enter into, this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

Section 1. Certain Definitions. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Merger Agreement.

Section 2. Representations and Warranties of the Stockholders. Each Stockholder, severally and not jointly, represents and warrants to Purchaser and Merger Sub, as of the date hereof and as of the Closing (as defined below), as follows:

(a) The Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of, and has good title to, all of the Securities set forth opposite such Stockholder's name on Schedule A, free and clear of any pledge, hypothecation, claim, security interest, charge, encumbrance, voting trust agreement, interest, option, lien, charge or similar restriction or limitation, including any restriction on the right to vote, sell or otherwise dispose of the Securities, other than those arising under the federal and state securities laws (each, a "Lien"), except as set forth in this Agreement or in Schedule B hereto or disclosed in the Commission Filings filed prior to the date hereof.

(b) The Securities constitute all of the securities (as defined in Section 3(a)(10) of the Exchange Act) of the Company beneficially owned, directly or indirectly, by the Stockholder.

(c) Except for the Securities, the Stockholder does not, directly or indirectly, beneficially own or have any option, warrant or other right to acquire any securities of the Company that are or may by their terms become entitled to vote or any securities that are convertible or exchangeable into or exercisable for any securities of the Company that are or may by their terms become entitled to vote, nor is the Stockholder subject to any contract, commitment, arrangement, understanding, restriction or relationship (whether or not legally enforceable), other than this Agreement, that provides for such Stockholder to vote or acquire any securities of the Company. The Stockholder holds exclusive power to vote the Company Common Stock set forth opposite its name on Schedule A, if any, and has not granted a proxy to any other person to vote any Company Common Stock (including those issuable upon exercise of the Options), subject to the limitations under applicable securities laws and the terms set forth in this Agreement.

(d) This Agreement has been duly executed and delivered by the Stockholder, and assuming the due authorization, execution and delivery thereof by the other parties hereto, constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except as enforcement against the Stockholder may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to creditors rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) Neither the execution and delivery of this Agreement nor the performance by the Stockholder of the Stockholder's obligations hereunder will conflict with, result in a violation or breach of, or constitute a default (or an event that, with notice or lapse of time or both, would result in a default) or give rise to any right of termination, amendment, cancellation, or acceleration or result in the creation of any Lien on any Shares under, (i) any contract, commitment, agreement, understanding,

arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder is bound or (ii) any injunction, judgment, writ, decree, order or ruling applicable to the Stockholder, except for conflicts, violations, breaches, defaults, terminations, amendments, cancellations, accelerations or Liens that would not individually or in the aggregate be expected to prevent or materially impair or delay the consummation by such Stockholder of the transactions contemplated hereby.

(f) Neither the execution and delivery of this Agreement nor the performance by the Stockholder of the Stockholder's obligations hereunder will violate any Law applicable to the Stockholder or require any order, consent, authorization or approval of, filing or registration with, or declaration or notice to, any court, administrative agency or other governmental body or authority, other than any required notices or filings pursuant to the Hart-Scott-Rodino Act, foreign antitrust or competition laws or the federal securities laws.

(g) No investment banker, broker, finder or other intermediary is, or will be, entitled to a fee or commission from Merger Sub, Purchaser or the Company in respect of this Agreement based on any arrangement or agreement made by or on behalf of such Stockholder in this Agreement or otherwise in his or her capacity as a stockholder of the Company.

(h) The Stockholder understands and acknowledges that Purchaser is entering into, and causing Merger Sub to enter into, the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

Section 3. Representations and Warranties of Purchaser and Merger Sub. Purchaser and Merger Sub each hereby represents and warrants to the Company that (a)(i) it has full corporate right, power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder; (ii) such execution, delivery and performance have been duly authorized by all requisite corporate action by Parent and Merger Sub, as applicable, and no other corporate proceedings are necessary therefor; (iii) this Agreement has been duly and validly executed and delivered by Parent and Merger Sub, as applicable, and represents a valid and legally binding obligation of Parent and Merger Sub, as applicable, enforceable against Parent in accordance with its terms; and (iv) any Company Common Stock acquired by Parent or Merger Sub upon exercise of the Purchase Option will not be transferred or otherwise disposed of except in compliance with the Securities Act.

(b) Neither the execution and delivery of this Agreement by Purchaser or Merger Sub nor the consummation by Purchaser and Merger Sub of the transactions contemplated hereby shall conflict with or constitute a violation of or default under any contract, commitment, agreement arrangement or restriction of any kind to which Purchaser or Merger Sub is a party to or to which each is bound which would materially

impair the ability of Purchaser or Merger Sub to purchaser the Shares beneficially owned by the Stockholder upon exercise of the Purchase Option.

(c) Nether the execution and delivery of this Agreement nor the performance by Purchaser or Merger Sub of its obligations hereunder will violate any law applicable to each or require any order, consent, authorization of approval of, filing or registration with, or declaration or notice to, any court, administrative agency or other governmental body or authority, other than any required notices or filings pursuant to the Hart-Scott-Rodino Act, foreign antitrust or competition laws or the federal securities laws.

Section 4. Transfer of the Shares. During the term of this Agreement, except as otherwise expressly provided herein, each Stockholder agrees that such Stockholder will not (a) tender into any tender or exchange offer or otherwise sell, transfer, pledge, assign, hypothecate or otherwise dispose of (including by operation of Law), or create any Lien on, any of the Shares, (b) deposit the Shares into a voting trust, enter into a voting agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect to the Shares, (c) enter into any contract, option or other arrangement (including any profit sharing arrangement) or undertaking with respect to the direct or indirect acquisition or sale, transfer, pledge, assignment, hypothecation or other disposition of any interest in or the voting of any Shares or any other securities of the Company, (d) exercise any rights (including, without limitation, under Section 262 of the Delaware Law) to demand appraisal of any Shares which may arise with respect to the Merger, or (e) take any other action that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby. Notwithstanding the foregoing, each Stockholder may transfer Securities to (x) an affiliate of the Stockholder, (y) any member of the immediate family of the Stockholder or trusts for the benefit of family members of the Stockholder or (z) any organizations qualifying under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, if and to the extent that any individual or entity referred to in clauses (x), (y) and (z), agrees to be bound by this Agreement.

Section 5. Adjustments. (a) In the event (i) of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock or other securities of the Company on, of or affecting the Shares or the like or any other action that would have the effect of changing a Stockholder's ownership of the Company's capital stock or other securities or (ii) a Stockholder becomes the beneficial owner of any additional Shares of or other securities of the Company, then the terms of this Agreement will apply to the shares of capital stock and other securities of the Company held by such Stockholder immediately following the effectiveness of the events described in clause (i) or such Stockholder becoming the beneficial owner thereof, as described in clause (ii), as though they were Shares hereunder.

(b) Each Stockholder hereby agrees, while this Agreement is in effect, to promptly notify Purchaser and Merger Sub of the number of any new Shares acquired by such Stockholder, if any, after the date hereof.

Section 6. Tender of Shares of Company Common Stock. Each Stockholder hereby agrees that such Stockholder will validly tender (or cause the record owner of such shares to validly tender) and sell pursuant to and in accordance with the terms of the Offer not later than the tenth business day after commencement of the Offer (or the earlier of the expiration date of the Offer and the tenth business day after such shares of Company Common Stock are acquired by such Stockholder if the Stockholder acquires shares of Company Common Stock after the date hereof), or, if the Stockholder has not received the Offer Documents by such time, within two business days following receipt of such documents, all of the then outstanding shares of Company Common Stock beneficially owned by such Stockholder (including the shares of Company Common Stock outstanding as of the date hereof and shares of Company Common Stock issued following the exercise (if any) of the Options, in each case as set forth on Schedule A hereto opposite such Stockholder's name). Upon the purchase by Purchaser or Merger Sub of all of such then outstanding shares of Company Common Stock beneficially owned by such Stockholder pursuant to the Offer in accordance with this Section 6, this Agreement will terminate as it relates to such Stockholder. In the event, notwithstanding the provisions of the first sentence of this Section 6, any shares of Company Common Stock beneficially owned by a Stockholder are for any reason withdrawn from the Offer or are not purchased pursuant to the Offer, such shares of Company Common Stock will remain subject to the terms of this Agreement. Each Stockholder acknowledges that Purchaser's obligation to accept for payment and pay for the shares of Company Common Stock tendered in the Offer is subject to all the terms and conditions of the Offer.

Section 7. Voting Agreement. Each Stockholder, by this Agreement, does hereby (a) agree to appear (or not appear, if requested by Purchaser or Merger Sub) at any annual, special, postponed or adjourned meeting of the stockholders of the Company or otherwise cause the shares of Company Common Stock such Stockholder beneficially owns to be counted as present (or absent, if requested by Purchaser or Merger Sub) thereat for purposes of establishing a quorum and to vote or consent, and (b) constitute and appoint Purchaser and Merger Sub, or any nominee thereof, with full power of substitution, during and for the term of this Agreement, as his true and lawful attorney and proxy for and in his name, place and stead, to vote all the shares of Company Common Stock such Stockholder beneficially owns at the time of such vote, at any annual, special, postponed or adjourned meeting of the stockholders of the Company (and this appointment will include the right to sign his or its name (as stockholder) to any consent, certificate or other document relating to the Company that the laws of the State of Delaware may require or permit), in the case of both (a) and (b) above, (x) in favor of approval and adoption of the Merger Agreement and approval and adoption of the Merger and the other transactions contemplated thereby and (y) against (1) any Acquisition Proposal (other than the Merger and the other transactions contemplated thereby), (2) any

action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of the Company under the Merger Agreement and (3) any other action that is intended, or could be expected, to impede, interfere with, delay, postpone, or adversely affect the Offer, the Merger and the other transactions contemplated by this Agreement or the Merger Agreement. This proxy and power of attorney is a proxy and power coupled with an interest, and each Stockholder declares that it is irrevocable until this Agreement shall terminate in accordance with its terms. Each Stockholder hereby revokes all and any other proxies with respect to the Shares that such Stockholder may have heretofore made or granted. For shares of Company Common Stock as to which a Stockholder is the beneficial but not the record owner, such Stockholder shall use his or its best efforts to cause any record owner of such Shares to grant to Purchaser a proxy to the same effect as that contained herein. Each Stockholder hereby agrees to permit Purchaser and Merger Sub to publish and disclose in the Offer Documents and the Proxy Statement and related filings under the securities laws such Stockholder's identity and ownership of Shares and the nature of his or its commitments, arrangements and understandings under this Agreement.

Section 8. No Solicitation. Except as otherwise permitted under Section 26 of this Agreement, each Stockholder agrees that neither such Stockholder nor any of such Stockholder's representatives, agents or affiliates (including, without limitation, any investment banker, attorney or accountant retained by any of them) will directly or indirectly initiate, solicit or encourage (including by way of furnishing non-public information or assistance), or take any other action to facilitate, any inquiries or the making or submission of any Acquisition Proposal, or enter into or maintain or continue discussions or negotiate with any person or entity in furtherance of such inquiries or to obtain or induce any person to make or submit an Acquisition Proposal or agree to or endorse any Acquisition Proposal or assist or participate in, facilitate or encourage, any effort or attempt by any other person or entity to do or seek any of the foregoing or authorize or permit any of its representatives, agents or affiliates or any investment banker, financial advisor, attorney, accountant or other representative or agent retained by any of them to take any such action. Each Stockholder shall promptly advise Purchaser in writing of the receipt of request for information or any inquiries or proposals relating to an Acquisition Proposal.

Section 9. Grant of Purchase Option. The Stockholder hereby grants to Purchaser and Merger Sub an irrevocable option (the "Purchase Option") to purchase for cash at a price (the "Exercise Price") set forth below, in a manner set forth below, free and clear of all Liens, any or all of the Shares (and including Shares acquired after the date hereof by such Stockholder) beneficially owned by the Stockholder, including, without limitation, by requiring the Stockholder to exercise any or all Options. The Exercise Price for shares of Company Common Stock shall be equal to the Merger Consideration. In the event of any stock dividends, stock splits, recapitalizations, combinations, exchanges of shares or the like, the Exercise Price will be appropriately adjusted for the purpose of this Section

9. The amount payable pursuant to this Section 9 shall be subject to all applicable withholding taxes.

Section 10. Exercise of Purchase Option.

(a) Subject to the conditions set forth in Section 12 hereof, the Purchase Option may be exercised by Purchaser or Merger Sub, in whole or in part, at any time or from time to time after the occurrence of any Trigger Event (as defined below). To the extent known by such Stockholder, each Stockholder shall notify Purchaser promptly in writing of the occurrence of any Trigger Event or an event which could lead to a Trigger Event (as provided in Section 6.4 of the Merger Agreement), it being understood that the giving of such notice by the Stockholder is not a condition to the right of Purchaser or Merger Sub to exercise the Purchase Option. In the event Purchaser or Merger Sub wishes to exercise the Purchase Option, Purchaser shall deliver to each Stockholder a written notice (an "Exercise Notice") specifying the total number of Shares (including the number of Shares subject to Options to be purchased) it wishes to purchase from such Stockholder. Each closing of a purchase of Shares (a "Closing") will occur at a place in Dallas, Texas, on a date and at a time designated by Purchaser or Merger Sub in an Exercise Notice delivered at least two business days prior to the date of the Closing. At the request of the Stockholder following receipt of an Exercise Notice, Parent or Merger Sub shall advance (an "Advance") to such Stockholder an amount in cash, by wire transfer of immediately available funds, equal to the aggregate per share exercise price of the Options pursuant to which the underlying Shares are to be acquired pursuant to the Exercise Notice (it being understood that Shares subject to Options to be acquired pursuant to the Exercise Notice will be in the order of the lowest exercise price to the highest). No Advance shall be made unless the Stockholder shall have concurrently properly exercised such Options and delivered irrevocable instructions to the transfer agent of the Company (and others as may be necessary under the Options) to issue and deliver directly to, and in the name of, Parent or Merger Sub (as applicable) the Shares to be issued upon exercise of the Options. The Advance shall be an offset against any Exercise Price payable to the respective Stockholder at the Closing.

(b) A "Trigger Event" means any one of the following: (i) the Merger Agreement becomes terminable under circumstances that entitle Purchaser or Merger Sub to receive the Fee under Section 6.4 of the Merger Agreement (regardless of whether the Merger Agreement is actually terminated and whether such Fee is actually paid) or (ii) the Offer is consummated but, due solely to the failure of the Stockholder to validly tender and not withdraw all of the then outstanding shares of Company Common Stock beneficially owned by such Stockholder, the Purchaser has not accepted for payment or paid for all of such shares of Company Common Stock.

(c) If requested by Purchaser and Merger Sub in the Exercise Notice, such Stockholder shall exercise and/or convert all Options (to the extent exercisable and convertible) and other rights (including conversion or exchange rights), other than Options with exercise or conversion prices above the Merger Consideration, beneficially

owned by such Stockholder, and shall, if directed by Purchaser and Merger Sub, tender the shares of Company Common Stock acquired pursuant to such exercise or conversion into the Offer or sell such shares of Company Common Stock to Purchaser or Merger Sub as provided in this Agreement.

Section 11. Termination. This Agreement will terminate (a) pursuant to Section 6 or (b) upon the earliest of: (i) the Effective Time; (ii) termination of the Merger Agreement in accordance with its terms other than upon, during the continuance of, or after, a Trigger Event or an event which could lead to a Trigger Event (as provided in Section 6.4 of the Merger Agreement); or (iii) 180 days following the earlier of (x) any termination of the Merger Agreement, upon, during the continuance of or after a Trigger Event or (y) termination of the Merger Agreement under circumstances that could lead to a Trigger Event (as provided in Section 6.4 of the Merger Agreement) (or if, at the expiration of such 180 day period the Purchase Option cannot be exercised by reason of any applicable judgment, decree, order, injunction, law or regulation, five business days after such impediment to exercise has been removed or has become final and not subject to appeal). Upon the giving by Purchaser or Merger Sub to the Stockholder of the Exercise Notice and the tender of the aggregate Exercise Price (less all Advances), Purchaser or Merger Sub, as the case may be, will be deemed to be the holder of record of the Shares transferable upon such exercise, notwithstanding that the stock transfer books of the Company are then closed or that certificates representing such Shares have not been actually delivered to Purchaser. Notwithstanding the termination of this Agreement, Purchaser will be entitled to purchase the Shares subject to the Purchase Option if it has exercised the Purchase Option in accordance with the terms hereof prior to the termination of this Agreement and the termination of this Agreement will not affect any rights hereunder which by their terms do not terminate or expire prior to or as of such termination.

Section 12. Conditions To Closing. The obligation of each Stockholder to sell such Stockholder's Shares to Purchaser or Merger Sub hereunder is subject to the conditions that (i) all waiting periods, if any, under the Hart-Scott-Rodino Act, applicable to the sale of the Shares or the acquisition of the Shares by Purchaser or Merger Sub, as the case may be, hereunder have expired or have been terminated; (ii) all consents, approvals, orders or authorizations of, or registrations, declarations or filings with, any court, administrative agency or other Governmental Entity, if any, required in connection with the sale of the Shares or the acquisition of the Shares by Purchaser or Merger Sub hereunder have been obtained or made; and (iii) no preliminary or permanent injunction or other order by any court of competent jurisdiction prohibiting or otherwise restraining such sale or acquisition is in effect.

Section 13. Closing. At any Closing with respect to Shares beneficially owned by a Stockholder, (a) such Stockholder will deliver to Purchaser, Merger Sub or their respective designee a certificate or certificates in definitive form representing the number of the Shares designated by Purchaser or Merger Sub, as the case may be, in its Exercise

Notice, free and clear of all Liens, such certificate to be registered in the name of Purchaser, Merger Sub or their respective designee and (b) Purchaser or Merger Sub, as the case may be, will deliver to the Stockholder the excess, if any, of (i) the aggregate Exercise Price for the Shares so designated and being purchased over (ii) any outstanding Advances by wire transfer of immediately available funds. If Purchaser or Merger Sub shall require a Stockholder to exercise Options, the delivery of certificates representing the Shares subject to such Options shall be made concurrently with the delivery of the Exercise Price, less any Advances, for the Shares so delivered.

Section 14. Survival of Representations and Warranties. All representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive for twelve months after the termination hereof. The covenants and agreements made herein will survive in accordance with their respective terms.

Section 15. Expenses. Except as otherwise provided in the Merger Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such expenses.

Section 16. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered the same agreement.

Section 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof.

Section 18. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand, mailed by registered or certified mail (return receipt requested) or sent by prepaid overnight courier (with proof of service) or confirmed to facsimile to the parties as follows (or at such other addresses for a party as shall be specified by like notice) and shall be deemed given on the date on which so hand-delivered, or sent by confirmed telecopier and on the day after it has been so mailed or sent by courier:

To Purchaser or Merger Sub:

(a) Purchaser:

AlliedSignal Inc.
101 Columbia Road
Morristown, New Jersey 07962
Attention: Peter M. Kreindler, Esq.
Fax: (973) 455-6039

(b) Merger Sub:

AlliedSignal Acquisition Corp.
c/o AlliedSignal Inc.
2525 West 190th Street
Torrance, California 90504
Attention: Thomas F. Larkins, Esq.
Fax: (310) 512-3987

with a copy (which shall not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson
350 S. Grand Avenue, 32nd Floor
Los Angeles, California 90071
Attention: David K. Robbins, Esq.
Fax: (213) 473-2222

If to a Stockholder, at the address set forth on Schedule A hereto or to such other address as any party may have furnished to the other parties in writing in accordance herewith with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Simeon Gold, Esq.
Fax: (212) 310-8007

Section 19. Miscellaneous.

(a) This Agreement shall not, nor shall any of the rights or interests hereunder, be assigned by any party hereto or assignable by operation of law or otherwise without the prior written consent of the other parties hereto; provided, however, that Purchaser may assign its rights hereunder to an affiliate, but nothing shall relieve the assignor from its obligations hereunder. Subject to the preceding sentence, this

Agreement shall be binding upon and shall inure to the benefit to the parties hereto and their respective successors and assigns.

(b) The headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, unless the context otherwise requires, words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be understood to be followed by the words "without limitation."

(c) All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity will be cumulative and not alternative, and the exercise of any thereof by either party will not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

Section 20. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or unenforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 21. Enforcement of Agreement; Waiver of Jury Trial. (a) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court, this being in addition to any other remedy to which they are entitled at law or in equity.

(b) Each of the parties irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to this Agreement.

Section 22. Waiver, Etc. Any provision of this Agreement may be waived at any time by the party that is entitled to the benefits thereof. No such waiver, amendment or supplement will be effective unless in writing and signed by the party or parties sought to be bound thereby. Any waiver by any party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement or one or more

sections hereof will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 23. Amendment. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties.

Section 24. Further Assurances. (a) Each party hereto will execute and deliver all other documents and instruments and take all other actions that may be reasonably necessary in order to consummate the transactions provided for by such exercise.

(b) Each of the Stockholders will execute and deliver all documents and instruments and take all other actions that may be reasonably necessary to permit the Purchaser to exercise all rights granted to the Purchaser by such Stockholder and obtain all benefits contemplated under this Agreement with respect to the rights granted by such Stockholder.

Section 25. Publicity. A Stockholder shall not issue any press release or otherwise make any public statements with respect to this Agreement or the Merger Agreement or the other transactions contemplated hereby or thereby without the consent of Purchaser and Merger Sub; provided, however, that a Stockholder may, without the prior consent of Purchaser and Merger Sub, issue a press release or otherwise make such public statement (i) as may be required by Law if he has provided Purchaser and Merger Sub with prior written notice, (ii) as otherwise provided in Section 26 herein, (iii) concerning the status of the Stockholder as a party to this Agreement, the terms hereof, and its Beneficial Ownership of the Securities required pursuant to Section 13(d) of the Exchange Act, or (iv) required in the Proxy Statement.

Section 26. Stockholder Capacity. No person executing this Agreement makes any agreement or understanding herein in such Stockholder's capacity as a director or officer of the Company. Each Stockholder signs solely in such Stockholder's capacity as the beneficial owner of such Stockholder's Shares. Notwithstanding anything herein to the contrary, nothing herein shall limit or affect any actions taken by a Stockholder in such Stockholder's capacity as an officer or director of the Company to the extent specifically permitted by the Merger Agreement or consistent with his fiduciary duties.

IN WITNESS WHEREOF, each of the Purchaser and Merger Sub has caused this Agreement to be signed by its officer or director thereunto duly authorized and each Stockholder has signed this Agreement, all as of the date first written above.

ALLIEDSIGNAL INC.

By: /s/ James D. Taiclet

Name: James D. Taiclet
Title: President - Aerospace Services

ALLIEDSIGNAL ACQUISITION CORP.

By: /s/ Thomas F. Larkins

Name: Thomas F. Larkins
Title: Assistant Secretary

STOCKHOLDERS

/s/ P. Quentin Bourjeaurd

P. Quentin Bourjeaurd

/s/ Charles Balchunas

Charles Balchunas

SCHEDULE A

Stockholder	Address	Number of Shares	Number of Options
P. Quentin Bourjeaurd	2527 Willowbrook Rd. Dallas, Texas 75220	1,459,447	1,534,022
Charles Balchunas	2527 Willowbrook Rd. Dallas, Texas 75220	136,522	602,276

Schedule B

1. 300,000 shares of Company Common Stock held by P. Quentin Bourjeaurd are pledged as collateral to Deutsche Bank Alex Brown.

2. 36,512 shares of Company Common Stock held by Charles Balchunas are pledged to TriStar Aerospace, Inc., a Company subsidiary as collateral for a $75,000 promissory note.

TriStar Aerospace Co.
2527 Willowbrook Road
Dallas, TX 75220

October 31, 1999

P. Quentin Bourjeaurd
President and Chief Executive Officer
TriStar Aerospace Co.
2527 Willowbrook Road
Dallas, TX 75220

Dear Quentin:

You and TriStar Aerospace Co. (the "Company") hereby agree that this letter amends your Executive Employment Agreement (the "Agreement"), dated September 19, 1996, in the manner set forth herein. Capitalized terms not defined in this letter shall have the meanings set forth in the Agreement.

1. To reflect our agreement that, upon termination of your employment by the Company other than for Cause, you shall continue to receive salary and benefits as currently provided in Section 5(a) of the Agreement through September 19, 2001, Section 5(a) of the Agreement is hereby amended and restated in full as follows:

> (a) TERMINATION WITHOUT CAUSE. If, prior to the expiration of the Term, the Company terminates the employment of the Executive other than for Cause (as defined herein), the Executive shall continue to receive his salary set forth in Section 4(a) hereof (and such medical and life insurance and other benefits as are regularly offered to senior executives of the Company) until the earlier to occur of (i) the fifth anniversary of the Commencement Date and (ii) a period of two years from the Date of Termination (as defined herein).

2. To reflect our agreement that the non-competition covenant contained in Section 6(a) of the Agreement shall continue to apply through September 19, 2001 under all circumstances, Section 6(a) of the Agreement is hereby amended and restated in full as follows:

(a) NON-COMPETITION. During the Term and through September 19, 2001, the Executive expressly covenants and agrees that he shall not, without the express written consent of the Company, for his own account or jointly with any other person, directly or indirectly, own, manage, operate, join, control, loan money to, invest in, or otherwise participate in, or be connected with, or become or act as an officer, employee, consultant, representative or agent of any business, individual, partnership, firm or corporation (other than the Company and its subsidiaries and affiliates) which is in competition with any business in which the Company or any of its subsidiaries and affiliates are then engaged or planning to be engaged; PROVIDED, HOWEVER, that the Executive may purchase or own, solely as an inactive investor, the securities of any entity if (a) such securities are publicly traded on a nationally-recognized stock exchange or on NASDAQ and (b) the aggregate holdings of such securities by the Executive and his immediate family do not exceed three percent (3%) of the voting power or three percent (3%) of the capital stock of such entity.

You acknowledge that, following the consummation of the transactions contemplated by the Agreement and Plan of Merger between AlliedSignal Inc. and the Company, dated October 31, 1999, the AlliedSignal Inc. Hardware Product Group (but not AlliedSignal Inc. or any of its other divisions, subsidiaries or affiliates (excluding the Company)) will be an "affiliate" of the Company for purposes of Section 6(a) of the Agreement.

IN WITNESS WHEREOF, the undersigned acknowledge and agree to the foregoing amendments to the Agreement and have executed this letter in one or more counterparts, each of which shall be deemed to be one and the same instrument, as of the date first written above.

Very truly yours,

TRISTAR AEROSPACE CO.

/s/ Doug Childress

By: Doug Childress

Its: Executive Vice President and Chief Financial Officer

Agreed and accepted this
31st day of October, 1999.

/s/ P. Quentin Bourjeaurd
- ---
P. Quentin Bourjeaurd

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into as of April 5, 1999 by and between AlliedSignal Inc., a Delaware corporation acting through its Hardware Product Group business located in Phoenix, Arizona ("AlliedSignal"), and TriStar Aerospace Co., a Delaware corporation headquartered in Dallas, Texas ("TriStar" and with AlliedSignal collectively, the "Parties" and individually, each a "Party").

RECITALS

WHEREAS, the Parties have or may become engaged in discussions regarding the possible acquisition of TriStar's business (the "Business") by AlliedSignal (a "Possible Transaction");

WHEREAS, in order for AlliedSignal to evaluate the Business and for each Party to evaluate the desirability of a Possible Transaction (the "Evaluation"), the Parties anticipate the need to disclose to and to receive from each other information which the disclosing Party considers to be confidential; and

WHEREAS, each Party desires to preserve the secrecy of such information that it has provided to the other regarding itself, its business and other matters.

NOW THEREFORE, in consideration of the foregoing premises and of the covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AlliedSignal and TriStar do hereby mutually agree as follows:

AGREEMENT

1. CERTAIN DEFINITIONS. As used in this Agreement, the following terms shall have the meanings hereby ascribed to them:

(a) "Confidential Material" refers to written or other permanent material delivered to the receiving Party or its Representatives by the disclosing Party or its Representatives in connection with the Evaluation. Any information that is not in written or other permanent form when disclosed shall be considered Confidential Material only to the extent the disclosing Party identifies the material as Confidential Material at the time of original disclosure and delivers to the other Party within thirty (30) days a written summary that identifies the Confidential Information. The term "Confidential Material" also includes without limitation analyses, notes, compilations, studies and other documents prepared by or for the receiving Party or its Representatives on the basis of material that is otherwise Confidential Material. The term "Confidential Material" does not include information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving Party, (ii) was available to the receiving Party or any other Person on a non-confidential basis prior to its disclosure to the receiving Party by or on behalf of the disclosing Party, (iii) subsequent to its disclosure to the

receiving Party by or on behalf of the disclosing Party becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its Representatives, provided that such source is not prohibited from disclosing such information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party or (iv) is subsequently developed independently by an individual affiliated with the receiving Party who had no access to the Confidential Material.

(b) "Evaluation Period" means the period commencing on the date hereof and ending on the earlier date on which (i) the Parties execute a Definitive Agreement (defined below) or (ii) a Party notifies the other Party (as it is required to do under the terms of this Agreement) that it has decided not to proceed with the Evaluation of a Possible Transaction.

(c) "Person" means any natural person, corporation, company, partnership, association, trust, estate, or other entity or organization, the media, and any governmental representative, agency or authority.

(d) "Representatives" means the directors, officers, employees, advisors and representatives of a Person.

(e) "Transaction Information" means any information as to or concerning (i) whether the Evaluation is taking place or the status of such Evaluation, (ii) whether discussions or negotiations concerning a Possible Transaction are taking place or the status of any such discussions or negotiations or (iii) any of the terms, conditions or other facts (not themselves being Confidential Material) with respect to the Evaluation, a Possible Transaction or, if entered, the Definitive Agreement.

2. PROTECTION AND USE OF CONFIDENTIAL MATERIAL.

(a) Each of the Parties will provide to the other such Confidential Material as such disclosing Party determines to be required for the purpose of the Evaluation. By accepting such material, the receiving Party agrees that it will use the Confidential Material only for the purpose of the Evaluation and, during the Evaluation Period and for a period of two (2) years thereafter, will keep all of such disclosing Party's Confidential Material confidential; provided, however, that Confidential Material and the contents thereof may be disclosed to Representatives of the receiving Party who need to know such information for the purpose of the Evaluation.

(b) Each Party agrees that it will take all reasonable precautions to ensure that none of its Representatives makes any disclosure of Confidential Material other than as contemplated herein. Such precautions shall include without limitation making aware such Representatives of the terms of this Agreement in advance of such disclosure. Each Party shall be responsible for any breach of this Agreement by any of its Representatives.

(c) Each Party agrees to exercise its reasonable best efforts to identify all Confidential Material provided to the other. Identifying Confidential Material provided in

tangible form may include without limitation clearly labeling "Confidential" or "Proprietary" or the equivalent on such material and identifying Confidential Material disclosed orally at the time of such disclosure.

3. NONDISCLOSURE OF TRANSACTION INFORMATION. During the Evaluation Period and for a period of one (1) year thereafter, except as may be required by applicable law or regulation (and, where practicable, after reasonable prior consultation with the other Party), including without limitation regulations of an established national or regional securities exchange of the United States on which the applicable Party's securities are traded, neither AlliedSignal nor TriStar will, without the prior written consent of the other, disclose any Transaction Information to any Person, including without limitation in any press release, disclosure document, governmental filing or other public document or medium.

4. DISCLOSURE OF CONFIDENTIAL MATERIAL WHEN REQUIRED BY LAW. If AlliedSignal or TriStar is, on the advise of its legal counsel, required by applicable law to disclose any Confidential Material to any Person, such Party may disclose such Confidential Material, only to the extent so required, provided it shall (i) exercise reasonable efforts, where such applicable law so permits, to obtain reasonable assurance that such Confidential Material shall be accorded confidential treatment by the Person to whom it is disclosed and (ii) provide the disclosing Party, where reasonably practicable, with notice of such disclosure reasonably in advance thereof so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this Agreement. In the event that such protective order or other remedy is not obtained and the receiving Party has otherwise complied with the provisions of this Section, the Parties agree that such disclosure may be made without liability hereunder.

5. NOTIFICATION NOT TO PROCEED; RETURN OR DESTRUCTION OF CONFIDENTIAL MATERIAL.

(a) If a Party decides it does not desire to proceed with the Evaluation or discussions regarding a Possible Transaction, it shall promptly notify in writing the other Party of that decision.

(b) AlliedSignal will promptly upon the request of TriStar, received within ninety (90) days after the expiration of the Evaluation Period (a "TriStar Request"), either destroy the Confidential Material of TriStar delivered to it, and provide TriStar with an officer's certificate regarding such destruction, or deliver such Confidential Material to TriStar, without retaining any copy thereof. If no TriStar Request is received during such period, AlliedSignal may retain or destroy such Confidential Material of TriStar at its discretion , but in either case such Confidential Material will continue to be subject to the terms of this Agreement.

(c) TriStar will promptly upon the request of AlliedSignal, received within ninety (90) days after the expiration of the Evaluation Period (an "AlliedSignal Request"), either destroy the Confidential Material of AlliedSignal delivered to it, and provide AlliedSignal with an officer's certificate regarding such destruction, or deliver such Confidential Material to AlliedSignal, without retaining any copy thereof. If no AlliedSignal Request is received during

such period, TriStar may retain or destroy such Confidential Material at its discretion, but in either case such Confidential Material will continue to be subject to the terms of this Agreement.

6. NO OBLIGATION TO EFFECT A POSSIBLE TRANSACTION. No contract or agreement providing for a Possible Transaction shall be deemed to exist between AlliedSignal and TriStar unless and until a definitive and binding agreement setting forth the mutually agreed terms of such a Possible Transaction (a "Definitive Agreement") shall have been executed and delivered, and each of AlliedSignal and TriStar hereby waives all claims (including, without limitation, breach of contract) in connection with such a transaction unless and until AlliedSignal and TriStar shall have entered into a Definitive Agreement. Unless and until a Definitive Agreement shall have been executed and delivered, neither Party has any legal obligation of any kind whatsoever with respect to any transaction in connection with a Possible Transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

7. CONTACTS. For a period of eighteen (18) months from the date hereof, except with the express permission of the other Party, neither Party shall initiate or maintain contact (except for those contacts made in the ordinary course of business or, as permitted hereunder, in connection with the Evaluation and/or the Possible Transaction) with any stockholder, officer, director, employee, representative, agent or trade creditor of the other Party with respect to such Party or its respective business or affairs. It is understood that all requests for information, tours and meetings and all questions relating to the procedures in making a proposal and all communications by AlliedSignal or its Representatives with TriStar regarding the Possible Transaction will be directed to Mr. Quentin Bourjeaurd, as agent for TriStar, or such other person or persons designated by Mr. Bourjeaurd. It is understood that all communications by TriStar or its Representatives with AlliedSignal regarding the Possible Transaction will be directed to a person or persons to be designated in writing by AlliedSignal. TriStar shall be free to conduct the process for any Possible Transaction as it in its sole discretion shall determine and to change such process (including any previously announced rules or procedure) at any time without notice to AlliedSignal, and none of TriStar or any of its stockholders, officers, directors, employees, representatives, agents or affiliates, shall have any liability to AlliedSignal as a result of such process or change in procedure.

8. NO REPRESENTATIONS OR WARRANTIES. Although each Party shall use its best efforts to include in the Confidential Material delivered to the other Party hereunder information which it believes to be relevant for the purpose of the Evaluation, each Party understands and acknowledges that neither the other Party nor any of its affiliates is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Material. Only those particular representations and warranties, if any, that are made in a Definitive Agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any legal effect.

9. FEDERAL SECURITIES LAWS. Each Party acknowledges that it is aware, and will advise its respective Representatives who are informed as to the matters which are the subject hereof, that by receiving any of the Confidential Material (i) it will receive material non-

public information about the other Party pursuant to the terms hereof and (ii) there exist federal and state securities laws that may restrict or eliminate the recipient's ability to sell or purchase securities of or claims against the other Party. Each Party hereby agrees to fully comply with all federal and state securities laws.

10. STANDSTILL PROVISION. AlliedSignal agrees that for a period of eighteen months from the date hereof, it will not, without the prior consent of the Board of Directors of TriStar or its designee, directly or indirectly, in any manner:

(a) acquire, offer or propose to acquire, solicit an offer to sell or agree to acquire, directly or indirectly, alone or in concert with others, by purchase or otherwise, any voting securities of TriStar;

(b) make, or in any way participate in, directly or indirectly, alone or in concert with others, any "solicitation" of "proxies" to vote (as such terms are used in the proxy rules of the Securities and Exchange Commission promulgated pursuant to Section 14 of the Securities Exchange Act of 1934, as amended), or seek to advise or influence in any manner whatsoever any Person with respect to the voting of any voting securities of TriStar;

(c) form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) with respect to any voting securities of TriStar or any of its subsidiaries;

(d) acquire, offer to acquire or agree to acquire, directly or indirectly, alone or in concert with others, by purchase or otherwise, (i) any of the assets, tangible and intangible, of TriStar or (ii) direct or indirect rights or options to acquire any assets of TriStar or any of its subsidiaries or affiliates, except for such assets as are then being offered for sale by TriStar or any of its subsidiaries or affiliates;

(e) arrange, or in any way participate, directly or indirectly, in any financing for the purchase of any voting securities of TriStar or any of its subsidiaries;

(f) otherwise act, alone or in concert with others, to seek to propose to TriStar or any of its subsidiaries or affiliates or any of their respective stockholders any merger, business combination, restructuring, recapitalization or other transaction involving TriStar to or with you to otherwise seek, alone or in concert with others, to control, change or influence the management, board of directors or policies of TriStar or any of its subsidiaries or affiliates;

(g) make any request or proposal to amend, waive or terminate any provision of this Section 10 or take any initiative with respect to TriStar or any of its subsidiaries which could require TriStar to make a public announcement regarding any such prohibited initiative referred to above; or

(h) announce an intention to do, or enter into any arrangement or understanding with others to do, any of the actions restricted or prohibited under clauses (a) through (g) of this Section 10.

This Section 10 shall not apply to purchases of the securities of TriStar by the AlliedSignal Master Pension Trust or its representatives or agents, or by any similar benefit plan investment vehicle of AlliedSignal or its affiliates, provided that (i) any such purchases shall be for investment only, in the ordinary course of business, and (ii) those entities have not been furnished with Confidential Information. TriStar's rights under this Section 10 may not be assigned without the express prior written consent of AlliedSignal and such rights shall not inure to the benefit of any corporate successor of TriStar (except in connection with a corporate reorganization not involving a change in ownership).

11. INJUNCTIVE RELIEF. In the event of any breach of the provisions of this Agreement, each Party hereby agrees that money damages might not be a sufficient remedy, and the non-breaching Party may be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available to the Company at law or in equity.

12. MISCELLANEOUS.

(a) Each Party acknowledges and agrees that nothing in this Agreement shall create any legal relationship of any kind by or between the Parties nor shall this Agreement be construed as granting or conferring any rights, such as title, license or otherwise, in any Confidential Material disclosed or under any patent, trademark, or copyright that is now or subsequently owned by the disclosing Party, nor shall the disclosure of Confidential Material constitute any representation with respect to the non-infringement of patents, trademarks, copyrights, or any other rights of third parties.

(b) It is understood and agreed that each Party may proceed independently of the other to develop, distribute and/or implement products and/or business strategies competitive with the other's; provided, that each Party shall use the other Party's Confidential Information solely for the purpose of the Evaluation.

(c) Whether or not the Parties enter into a Possible Transaction, each will bear its own expenses incurred in connection with the Evaluation.

(d) Neither Party shall, for a period of eighteen (18) months from the date hereof, directly or indirectly solicit for employment or consulting any executive or management level person employed as of the date hereof by the other Party who is identified as a result of the Evaluation as long as that employee is so employed; provided, however, that "directly or indirectly solicit" as used in this subsection shall not include any general advertisement or general solicitation made in the ordinary course of a Party's business.

(e) No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement can only be modified or waived in writing, signed by each of the Parties hereto.

(f) This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

(g) If any provision of this Agreement is found to violate any statute, regulation, rules or order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

(h) This Agreement shall be governed and construed in accordance with the internal laws of the State of Delaware, without giving effect to the choice of law or conflicts of law principles of such State.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and in effect as of the day and year first above written.

ALLIEDSIGNAL INC.

By: /s/ Thomas J. Schmidt

Name: Thomas J. Schmidt
Title: VPGM -- AlliedSignal HPG

TRISTAR AEROSPACE CO.

By: /s/ Quentin Bourjeaurd

Name: Quentin Bourjeaurd
Title: Chairman of the Board, President and Chief Executive Officer