

25th June 2019

For the attention of Tim Driscoll

SIDE LETTER TO EXCLUSIVE WORLDWIDE DISTRIBUTION AGREEMENT (as amended the "Agreement") DATED SEPTEMBER 21, 2018 BETWEEN :

ONTIC AND ENGINEERING AND MANUFACTURING UK LIMITED, incorporated and registered in England with company number 06707516 whose registered office is at 105 Wigmore Street, London, W1U 1QY (Supplier)

and

AAR SUPPLY CHAIN, INC., registered in the State of Illinois, USA, whose registered office is at 1100 N. Wood Dale Road, Wood Dale, Illinois 60191 USA. (Distributor)

1. Capitalized terms used in this letter agreement but not defined shall have their meanings as set forth in the Agreement.
2. Effective on the date hereof, Supplier shall no longer be permitted to access to the Consignment Inventory currently stored, or to be stored, at the Supplier's location. Supplier will immediately locate the Consignment Inventory in a secured area at the Supplier's location.
3. All access to the Consignment Inventory from the date hereof forward shall be made only by Distributor or its agents. For clarity, access to the Consignment Inventory shall be restricted to Distributor or its agents, and Supplier shall not have access to the Consignment Inventory. Release of the Consignment Inventory will be made only upon the direction of the Distributor. Distributor will determine in its sole discretion whether Consignment Inventory shall be released from the Supplier's secured location to the Supplier, and Distributor will authorize its employee or its agent to release Consignment Inventory to the Supplier. Supplier shall provide access to the Consignment Inventory area at Supplier's location to Distributor or its agents as reasonably requested.
4. The Parties shall negotiate a formal amendment to the Agreement that addresses the items set forth herein. The amendment will include a provision stating that the Distributor will provide an employee on an as-needed basis to (including a full-time employee), at Supplier's cost, to access the Consignment Inventory. This employee will be responsible to withdraw Consignment Inventory from the secured location at Supplier's facility and to provide the same to Supplier, in each case at Supplier's request.
5. The foregoing shall not mitigate the Supplier's responsibilities with respect to the Consignment Inventory, as set forth in the Agreement, nor shall it prevent the Supplier from accessing the Consignment Inventory to prevent any loss to persons or property.

6. All other terms of the Worldwide Distribution Agreement remain as is.



Signed by Matthew Pritchard, Site Director
for and on behalf Ontic Engineering and Manufacturing UK Limited



Signed by Eric Young, Vice President
for and on behalf of AAR Supply Chain, Inc.