

**NINTH AMENDMENT TO
FOREIGN REPRESENTATIVE AGREEMENT
CONTRACT NO. 29679-9**

THIS NINTH AMENDMENT (the “Amendment”) TO FOREIGN REPRESENTATIVE AGREEMENT, made as of January 16, 2019 and effective as of January 1, 2019 (the “Effective Date”) is between **AAR SUPPLY CHAIN, INC.** (formerly known as AAR PARTS TRADING, INC.) (“AAR”) and **SUMITOMO CORPORATION (“SC”)**, and its two subsidiaries **SUMITOMO CORPORATION OF AMERICAS (“SCOA”)** and **SUMISHO AERO-SYSTEMS (“SAS”)**.

WHEREAS, AAR and Representative are parties to a Foreign Representative Agreement dated as of September 6, 2012, as amended (the “Agreement”); and

WHEREAS, AAR and Representative desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Section 12(a) of the Agreement is amended to read as follows:
“This Agreement will commence on the date hereof and continue thereafter through **December 31, 2019**, unless earlier terminated by either party upon at least thirty (30) days prior written notice to the other party or pursuant to Section 12(b) below.”
2. Exhibit A shall be replaced in its entirety by the attached Exhibit A, which makes the following changes:
 - (i) adds NIPPI Corporation as a customer
 - (ii) adds Tamagawa Seiki Co., LTD., as a customer
 - (iii) Reduces the number of exclusions from five (5) items to three (3) items, by removing “engineering” and “production or original equipment”.
3. The Representative's responses to the Questionnaire dated **June 14, 2017**, attached hereto as Exhibit B and incorporated herein by reference, are true and correct as of the date submitted and as of the date of this Agreement.
4. For the avoidance of doubt, all changes made by this Ninth Amendment shall be effective on the Effective Date and thereafter. This Ninth Amendment shall not be retroactively applied to any transactions prior to the Effective Date. Except as specifically amended hereby, the Agreement is and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Ninth Amendment to Foreign Representative Agreement as of the date first written above.

SUMITOMO CORPORATION

AAR SUPPLY CHAIN, INC.

By: _____
Title: _____

By: _____
Title: _____

SUMISHO AERO-SYSTEMS

By: _____
Title: _____

SUMITOMO CORPORATION OF AMERICAS

By: _____
Title: _____

**EXHIBIT A TO THE FOREIGN REPRESENTATIVE AGREEMENT
BETWEEN SUMITOMO CORPORATION AND AAR SUPPLY CHAIN, INC.
(Revised January 16, 2019)**

PRODUCTS

Products transacted through the following divisions of
AAR Supply Chain, Inc., as further described below:
AAR Defense Systems & Logistics

Group A Products & Commission:

Sale of the following Hamilton Sundstrand Power Systems of San Diego, California (HSPS) parts that are subject to the Sale and Distribution Agreement dated September 2012 by and between HSPS and AAR. The military aircraft parts listed below and their related subcomponents, for the listed aircraft platforms that are manufactured by or for HSPS: T-62T-40-1 (H-60), T-62T-2B (CH-47), T-62T-40-8 (Jet Fuel Starter)(F-2), T-62T-40-CAD1 (U125), T-62T-27 (MH-53), T-62T-40-C7EH (MCH-101), T-62T-40-7 (LCAC).				7.5%
Sale of Alturdyne products				
Sale of Northrop Grumman E-2C aircraft parts				10%
Sale of UTC Aerospace Systems Products listed below:				
Distributor Products	Cage Codes	Platform	Excludes (not included in Agreement)	Commissions
Hamilton Sundstrand Aftermarket Spares of Environmental and Engine Control Systems (EECS)	73030	SH-60 H-60 F-2 F-15 F-4 E-767 AWACS P-3C	(1) Training and ground support equipment (2) Modifications or upgrades (3) JFC-78 engine controls	9%
Hamilton Sundstrand Aftermarket Spares of Electric Systems (ES)	99167 83843	F-15 F-4 SH-60		
Hamilton Sundstrand Aftermarket Spares of Actuation & Propeller Systems (APS)	73030	E-2C P-3C C-130		

Effective as of the date of this Amendment to Foreign Representative Agreement, the following applies to transactions involving the sale of the UTC Aerospace Systems Products, to the extent AAR's agreement with the OEM allows (herein referred to as the "OEM"), which are listed in Group A Products above:

1. All new pre-solicitations, request for proposals and/or purchase orders for the OEM products covered under this Agreement, shall be sent directly to AAR and no event will Representative circumvent AAR and make purchases directly from the OEM.

2. All pending purchase orders that currently exist between Representative and OEM, which have not yet been fulfilled, shall be fulfilled by the OEM and any commission payments owed to Representative, as a result of said purchase orders shall be paid by OEM.

Group B Products

(commissions determined on a case-by-case basis)

All transactions not included in Group A Products above.

CUSTOMERS

The sale of Group A Products through Sumitomo Corporation (Japan), Sumisho Aero-Systems Corporation, or Sumitomo Corporation of America (New York) to the following Customers in the Country of Japan:

1. Equipment Procurement and Construction Office, Japan Ministry of Defense
ATLA
(Acquisition, Technology & Logistics Agency)
2. Japan Air Self Defense Force 2nd Depot
3. Japan Air Self Defense Force 3rd Depot
4. Japan Air Self Defense Force 4th Depot
5. Japan Maritime Self Defense Force, Maritime Materiel Command
6. Japan Maritime Self Defense Force, Air Supply Depot
7. Japan Maritime Self Defense Force, Ship Supply Depot
8. Japan Ground Self Defense Force, Ground Materiel Control Command
9. Mitsubishi Heavy Industries, Ltd.
10. Nabtesco Corporation
11. Kawasaki Heavy Industries Ltd.
12. Sumitomo Precision Products
13. Shimadzu Corporation
14. Sumitomo Electric Industries., Ltd
15. Yokogawa Electric Corporation
16. Sinfonia Technologies
17. IHI Corporation
18. NIPPI Corporation
19. Tamagawa Seiki Co., LTD.