

**FOURTH AMENDMENT TO
GENERAL TERMS AGREEMENT**

THIS FOURTH AMENDMENT TO THE GENERAL TERMS AGREEMENT is made as of the 29th day of May, 2014, between AAR Parts Trading, Inc. ("AAR") and Sumitomo Corporation ("Sumitomo").

WHEREAS, AAR and Sumitomo are parties to a General Terms Agreement dated as of September 6, 2012 (as supplemented and amended through the date hereof, the "Agreement").

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, AAR and Sumitomo agree that effective as of the date hereof, the Agreement is amended as follows:

1. Section 3 is amended to replace the second sentence therein to read as follows:

"As used herein, the term "Delivery" means delivery (FCA-Incoterms 2010) Seller's premises."

2. Section 5 Term. Section 5 is restated in full as follows:

"5. Term. This Agreement is effective as of the date first written above (the "Effective Date") and will continue thereafter through and including the 31st day of December 2014, except that any obligations that survive such termination will continue thereafter in full force and effect."

3. Effective as of June 1, 2014 for orders placed on or after June 1, 2014, Section 12 is amended to replace the two paragraphs following the first paragraph with the following:

"In the event any failure to perform or delay in performance by Seller with respect to the Seller's sale of Hamilton Sundstrand and Northrop Grumman parts under this Agreement arises out of causes other than those executed under the clause titled "Force Majeure/Delay," and such failure or delay subsequently causes failure or delay of performance by Buyer of Buyer's contract with the Japanese Ministry of Defense and Buyer is forced to and does make payment to the Japanese Ministry of Defense in accordance with the Japanese Ministry of Defense contract terms, Seller shall pay to Buyer an amount not to exceed the U.S. dollar equivalent of the amount of yen paid by Buyer to the Japanese Ministry of Defense at the yen/dollar exchange rate on date of Seller's payment to Buyer within thirty (30) days of Buyer's written request (or alternatively, on a quarterly basis as directed by Buyer) accompanied by receipt of payment subject to the following limitations.

Buyer provides evidence to Seller of the penalty payment made by the Buyer to the Japanese Ministry of Defense.

The payment amount shall be determined on a unit price basis and shall be not more than 1/2000 of Seller's contract item unit price amount for delay per day for each unit delayed with a

