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DISTRIBUTORSHIP AGREEMENT NO. 99878
APU DISTRIBUTION AGREEMENT
BETWEEN HSC AND AAR PARTS TRADING Inc. dba AAR DEFENSE SYSTEMS &
LOGISTICS
Amendment No. 8

This Amendment is made and entered into as of 27th day of June, 2014 (Amendment Effective Date) between HAMILTON SUNDSTRAND CORPORATION "HSC", a Delaware corporation, having an office in San Diego, California, U.S.A., and AAR PARTS TRADING, INC., doing business as AAR Defense Systems & Logistics "AAR". HSC and AAR may be referred to separately as "Party," or collectively as "Parties":

WHEREAS, the Parties have entered into a DISTRIBUTORSHIP AGREEMENT No. 99878 covering APU Spare Parts, dated August 8th, 1998 ("Agreement"); and

WHEREAS, Seller and Buyer agree to extend the term of the Agreement and modify the scope as outlined hereto.

NOW THEREFORE, based upon the above and in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree to amend the Agreement as follows:

Change PARAGRAPH 1.a. to add Clarification Language: "Corporate Contracts (long term agreements for multiple items)" includes but is not limited to Strategic Source Initiative (SSI), Performance Based Logistics (PBL), Total Logistics Support (TLS), and other contract vehicles for provision of parts or services using parts.

Modify PARAGRAPH 1.a. to add full APU as follows: AAR is hereby appointed...subassemblies, piece parts, and complete APU end assembly (the "products")...

Replace PARAGRAPH 9. TERM with the following: This Agreement is hereby extended for a term of sixty (60) months from the date of this amendment and thereafter from year-to-year until terminated by either party upon not less than thirty (30) days advance written notice to the other party prior to the renewal date; unless earlier terminated pursuant to the terms hereof.

Change PARAGRAPH 10.h. to add Clarification Language: "US Government requirements for HSC products" includes but not limited to traditional transactional supply and service contracts and corporate contracts per vehicle 1. above.

Modify PARAGRAPH 20 in its entirety to read as follows: "HSC will provide enhanced customer service, beyond currently provided, on all Hamilton Sundstrand products purchased by AAR. AAR will pay Hamilton Sundstrand a customer service fee of \$131,000.00 annually, commencing May 1 2014, and payable in quarterly installments of \$32,812.00, payable 1 July, 1 October, 1 January, and 1 April, of each year of this agreement."

Correct numbering of PARAGRAPH 20 from Amendment No. 5, dated 2/23/2005:

"21. SEGREGATION OF INVENTORY

AAR agrees not to sell inventory purchased for US Government purposes to commercial or foreign military customers, without the consent of HSC. AAR will physically segregate inventory intended for the



US Government and inventory intended for other customers. US Government inventory will be stored in Wood Dale, IL or New Bern, NC. Other inventory will be stored in Garden City, NY or Amsterdam, Netherlands. AAR will provide quarterly reporting to Hamilton Sundstrand showing shipments for the quarter."

IN CONSIDERATION OF THE ABOVE, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives, effective the day first written above.

AAR PARTS TRADING, INC.
dba AAR Defense Systems & Logistics

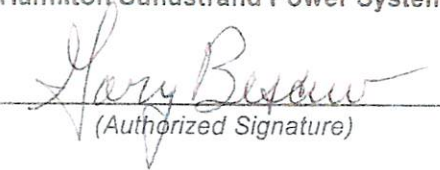

(Authorized Signature)

Jason Felger
(Print Name)

General Manager, Defense Distribution
(Title/Position)

July 16, 2014
(Signature Date)

HAMILTON SUNDSTRAND CORPORATION
Hamilton Sundstrand Power Systems


(Authorized Signature)

Gary Besaw
(Print Name)

Manager, Military Contracts
(Title/Position)

July 16, 2014
(Signature Date)