

**BEEHCRAFT UNSECURED TRUST
TRUST AGREEMENT**

THIS TRUST AGREEMENT (this “Agreement”), dated as of this 14th day of March, 2014, is entered into by and among Beech Holdings, LLC, a Delaware limited liability company (the “Company”) and The Bank of New York Mellon as Trustee (the “Trustee”). Capitalized terms used herein have the respective meanings set forth on Exhibit A attached hereto.

RECITALS:

WHEREAS, on May 3, 2012, Hawker Beechcraft, Inc.; Arkansas Aerospace, Inc.; Beech Aircraft Corporation; Beechcraft Aviation Company; Hawker Beechcraft Acquisition Company, LLC; Hawker Beechcraft Corporation; Hawker Beechcraft Defense Company, LLC; Hawker Beechcraft Finance Corporation; Hawker Beechcraft Global Customer Support Corporation; Hawker Beechcraft Holding, Inc.; Hawker Beechcraft International Delivery Corporation; Hawker Beechcraft International Holding LLC; Hawker Beechcraft International Service Company; Hawker Beechcraft Notes Company; Hawker Beechcraft Quality Support Company; Hawker Beechcraft Regional Offices, Inc.; HBC, LLC; and Rapid Aircraft Parts Inventory and Distribution Company, LLC (collectively, the “Debtors”) filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) and the restructuring of the Debtors is being jointly administered under In re Hawker Beechcraft, Inc., et al., Chapter 11 Case No. 12-11873 (SMB) (the “Chapter 11 Cases”);

WHEREAS, the Debtors filed that certain Debtors’ Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated December 10, 2012 (as amended, modified or supplemented, the “Plan”), and the Plan was confirmed by that certain Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code of such court dated February 1, 2013 (the “Confirmation Order”);

WHEREAS, pursuant to the Plan and the Confirmation Order, the Company acquired all of the equity interests of the Debtors following the reorganization thereof pursuant to the Plan (hereinafter collectively referred to as the “Reorganized Debtors”);

WHEREAS, pursuant to the Plan, the Company’s equity was to be allocated (a) 81.1% to holders of Allowed Secured Claims and their transferees and (b) 18.9% to holders of Senior Credit Facility Deficiency Claims, Allowed Senior Notes Claims, Subordinated Notes Claims, General Unsecured Claims and PBGC Unsecured Claims that are Allowed under the Plan (the “Allowed Unsecured Claims”), in the case of each of clauses (a) and (b) subject to dilution by the Management Equity Incentive Plan;

WHEREAS, the Plan provides that Holders of Allowed Unsecured Claims are to be issued units in accordance with the Plan (each, an “Unsecured Claim Unit”);

WHEREAS, there are currently 16,481,188 Unsecured Claim Units issued and outstanding on account of Allowed Unsecured Claims, each of which was issued in respect of an Allowed Unsecured Claim of \$127.10 (the “Initial Unsecured Claim Unit Value”) based on an assumption that the Final Aggregate Unsecured Claims Amount would equal \$3,918,900,000.00 (the “Assumed Aggregate Unsecured Claims Amount”);

WHEREAS, the Company has entered into the Agreement and Plan of Merger dated as of December 26, 2013 by and among the Company, Sky Intermediate Merger Sub, LLC, a Delaware limited liability company (“Intermediate Merger Sub”), Textron Inc., a Delaware corporation (“Parent”), and Textron Acquisition LLC, a Delaware limited liability company (“Merger Sub”) (as the same may be amended from time to time, the “Merger Agreement”), pursuant to which (a) Intermediate Merger Sub will be merged with and into the Company, with the Company surviving (such surviving company, the “Intermediate Company”, and such merger, the “Intermediate Merger”) and (b) immediately following the consummation of the Intermediate Merger, Merger Sub will be merged with and into the Intermediate Company, with the Intermediate Company surviving the Merger as a wholly owned subsidiary of Parent (the “Merger”);

WHEREAS, pursuant to the terms of the Merger Agreement and in accordance with the Plan, 18.9% of the aggregate amount of the consideration payable by Parent in the Merger in respect of Allowed Unsecured Claims, is to be allocated to holders of Unsecured Claim Units and holders of future Allowed Unsecured Claims (such holders of Unsecured Claim Units and holders of future Allowed Unsecured Claims, collectively, the “Beneficiaries”), which 18.9% is an amount equal to \$250,819,948.00 (the “Unsecured Trust Amount”);

WHEREAS, pursuant to the terms of the Merger Agreement, at or prior to the Effective Time, Parent shall deposit, or shall cause to be deposited, with the Trustee, for the benefit of the holders of Allowed Unsecured Claims, cash in immediately available funds in an amount equal to the Unsecured Trust Amount (such cash amount, together with any interest received thereon being hereinafter referred to as the “Trust Assets”);

WHEREAS, the Company cannot presently determine the amount of Trust Assets to be paid on account of each dollar of Allowed Unsecured Claims because the Company has not yet concluded the process of reconciling and allowing unsecured claims;

WHEREAS, pursuant to the terms of the Merger Agreement, at the Effective Time, each Unsecured Claim Unit that was issued and outstanding immediately prior to the Effective Time (other than Excluded Units) will be converted automatically into the right to receive an amount in cash as determined pursuant to Section 3.1 below;

WHEREAS, following the time at which no Disputed Claims exist on the Claims Register or the issuance by the Bankruptcy Court of an order (a “Claims Determination Order”) setting a determinate aggregate amount of Allowed Unsecured Claims (the occurrence of the earlier of such events, the “Final Unsecured Reconciliation”), distributions from the Trust Assets will be made the Beneficiaries on a pro rata basis based on the total amount of Allowed Unsecured Claims at the time of the Final Unsecured Reconciliation on the terms and conditions

set forth in this Agreement (such total amount, the “Final Aggregate Unsecured Claims Amount”);

WHEREAS, to implement the provisions of the Plan and the Merger Agreement, the Company is establishing the Trust for the primary purpose of receiving the Trust Assets, administering the Trust Assets for the benefit of the Beneficiaries and distributing the Trust Assets to the Beneficiaries;

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan and the Merger Agreement;

WHEREAS, the Trust is organized for the primary purposes described in Section 1.3 below;

WHEREAS, the Trustee’s activities, powers and duties are those determined to be reasonably necessary to, and consistent with, accomplishment of these purposes;

WHEREAS, the Trust is established for the sole purpose of holding its assets for the sole benefit of the Beneficiaries, with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Trust is intended to qualify as a disputed ownership fund for federal income tax purposes, within the meaning of Treasury Regulations Section 1.468B-9.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

Establishment of Trust

Section 1.1 Creation and Name. In accordance with the Merger Agreement and in accordance with the Plan, there is hereby created a trust which shall be known as the “Beechcraft Unsecured Trust” (the “Trust”).

Section 1.2 Declaration of Trust. The Company and the Trustee have executed this Agreement and, upon the Effective Time, in accordance with Section 2.2 of the Merger Agreement, Parent is hereby deemed to have irrevocably assigned, transferred and conveyed to the Trustee, and to the Trustee’s successors and assigns, all the right, title and interests in and to the Trust Assets (whether existing as of the Effective Time or as of a later date), with no reversionary interest whatsoever therein, to have and to hold unto the Trustee and the Trustee’s successors and assigns forever, in trust nevertheless, under and subject to the terms and conditions of this Agreement in accordance with the Plan, for the benefit of the Beneficiaries and their successors and assigns as permitted for under the Plan and this Agreement. The use and distribution of the Trust Assets to the Beneficiaries shall be made in accordance with this Agreement, in implementation of the terms and conditions of the Merger Agreement and the Plan. All of the Trust Assets will be passive investment assets within the meaning of Treasury Regulations Section 1.468B-9(c)(1)(i).

Section 1.3 Purposes of Trust. The Trust is being established solely for the purpose of holding and administering the Trust Assets on behalf, and for the benefit, of the Beneficiaries, serving as a mechanism for distributing the Trust Assets in accordance with Treasury Regulations Section 1.468B-9, and paying all expenses incident thereto, all pursuant to the provisions of this Agreement and the Plan, with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Trustee shall hold the Trust Assets pursuant to the terms of this Agreement by making all required distributions to the Beneficiaries as provided for under this Agreement and taking other actions as may be necessary to effectuate the foregoing. The Trust will not hold itself out as an investment company and will not conduct a trade or business. The Trust shall be subject to the continuing jurisdiction of the Bankruptcy Court.

Section 1.4 Trustee's Acceptance. The Trustee accepts the trust imposed on the Trustee by this Agreement and agrees to observe and perform that trust, on and subject to the terms and conditions set forth in this Agreement. In connection with and in furtherance of the purposes of the Trust, the Trustee hereby expressly accepts the transfer of the Trust Assets (whether transferred as of the Effective Time or a later date), subject to the provisions of the Plan and this Agreement.

ARTICLE II

Funding of the Trust and Expenses

Section 2.1 Funding of the Trust. At or prior to the Effective Time, Parent shall deposit, or shall cause to be deposited, with the Trust cash in immediately available funds in an amount equal to the Unsecured Trust Amount.

Section 2.2 Trust Expenses. The Company shall pay the fees, costs, and expenses of the Trust, including (a) the fees payable to the Trustee to be paid pursuant to Exhibit B attached to this Agreement and (b) the documented out-of-pocket expenses incurred by the Trustee in the administration of the Trustee's duties (collectively, the "Trust Expenses").

ARTICLE III

Distribution of Trust Assets

Section 3.1 Distribution of Trust Assets to Beneficiaries.

(a) No later than twenty (20) Business Days after the Final Unsecured Reconciliation, the Company shall deliver to the Trustee, in form acceptable to the Trustee, a schedule setting forth the calculation of the amounts each Beneficiary is entitled to receive in accordance with this Section 3.1 (the "Distribution Schedule"). No later than ten (10) Business Days after its receipt of the Distribution Schedule (including any supplementary Distribution Schedule delivered pursuant to the last sentence of this Section 3.1(a)) and the information required pursuant to Section 3.2 below (the "Distribution Date"), the Trustee shall distribute the Trust Assets to each Beneficiary in accordance with the Distribution Schedule. In the event that the Final Aggregate Unsecured Claims Amount is determined by a Claims Determination Order,

the Company, in addition to delivering a Distribution Schedule pursuant to the first sentence of this Section 3.1(a), shall supplement the Distribution Schedule within five (5) Business Days following the date when no Disputed Claims exist on the Claims Register, and the Trustee shall distribute the Trust Assets to each Beneficiary in accordance with the Distribution Schedule, as so supplemented, to the extent not previously distributed in accordance with this Section 3.1(a).

(b) Subject to Section 3.1(c), upon the Final Unsecured Reconciliation, (i) each holder of Unsecured Claim Units will be entitled to an amount equal to (A) the Trust Assets multiplied by (B) such holder's Unit Based Pro Rata Percentage, and (ii) each holder of an Allowed Unsecured Claim will be entitled to an amount equal to (A) the Trust Assets multiplied by (B) such holder's Claim Based Pro Rata Percentage (the amounts referred to in clauses (i) and (ii), as applicable, the "Full Distribution").

(c) In the event that (i) the Final Aggregate Unsecured Claims Amount is less than the Assumed Aggregate Unsecured Claims Amount, and (ii) the holder of Unsecured Claim Units at the Effective Date or holder of Allowed Unsecured Claims at the Distribution Record Date (in each case, the "Original Claim Owner") is different than the holder of such Unsecured Claim Units or Allowed Unsecured Claims at the Final Unsecured Reconciliation (the "Transferee Claim Holder"), then (1) the Transferee Claim Holder of an Unsecured Claim Unit will be entitled to an amount equal to the Baseline Distribution, (2) the Original Claim Owner of an Unsecured Claim Unit will be entitled to an amount equal to the Full Distribution less the Baseline Distribution and (3) the Original Claim Owner of an Allowed Unsecured Claim will be entitled to an amount equal to the Full Distribution. For purposes of this paragraph, the "Baseline Distribution" shall be an amount equal to what the amount of the Full Distribution would be if the Final Aggregate Unsecured Claims Amount were equal to the Assumed Aggregate Unsecured Claims Amount.

Section 3.2 Records and Payment Information.

(a) The Company shall deliver or cause to be delivered to the Trustee concurrently with the delivery of the Distribution Schedule a list of the holders of Unsecured Claim Units as of the Effective Time, identifying (i) each holder of Unsecured Claim Units by name, address and tax identification number (or other information as required pursuant to Section 7.2(b)), (ii) the number of Unsecured Claim Units owned by each such holder, including any Unsecured Claim Unit ownership information reasonably necessary for the Trustee to perform its duties pursuant to this Agreement and the Plan, which may include certificate numbers, the number of Unsecured Claim Units represented by each certificate and the date of issuance for each certificate, and (iii) any other information that the Trustee may need to make the payments contemplated by this Article III. The Trustee shall request such information from the Company. If the Trustee does not receive notice of a Beneficiary's tax identification number, address or other information needed to make payment to such Beneficiary within six (6) months after the date of the Trustee's request for such information, then all amounts that would have otherwise been distributed to such Beneficiary shall be treated as unclaimed property in accordance with Section 3.3(c) below.

(b) The Trustee shall have no responsibility to confirm that the Distribution Schedule accurately reflects the amount due to each holder pursuant to Sections 3.1(b) and (c) of this Agreement.

Section 3.3 Delivery of Distributions.

(a) Distributions of Cash. Distributions to Beneficiaries may be made by either check drawn on a domestic bank or wire transfer. Wire transfer instructions will be provided by each Beneficiary electing a bank wire transfer and a \$25 wire fee will be deducted from the amount distributable to any Beneficiary requesting payment by wire transfer. The Distribution Schedule provided by the Company will reflect any such deduction. Checks issued by the Trustee to any Beneficiary shall be null and void if not negotiated within 120 days after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Trustee by the Beneficiary to whom such check originally was issued, and the Trustee and the Company may require supporting documents as evidence of the Beneficiary's right to such check. Any claim with respect to such a voided check shall be made on or before 180 days after the date of issuance of such voided check. After such date, all claims in respect of voided checks shall be discharged and forever barred.

(b) Fractional Cents. Notwithstanding anything to the contrary contained in this Agreement, the Trustee shall not be required to make distributions or payments of fractions of cents. Whenever any payment of a fraction of a cent under the Plan or this Agreement would otherwise be called for, such fraction shall be deemed to be zero. Any Trust Assets remaining as a result of the application of this Section 3.3(b) shall be treated in accordance with Section 3.3(c).

(c) Undeliverable Distributions and Unclaimed Property. Any portion of the Trust Assets that remains undistributed to or unclaimed by the Beneficiaries for a period of six (6) months after the Distribution Date shall be distributed to the Company or Parent, as directed by Parent. Any Beneficiary who has not theretofore complied with Section 7.3 or otherwise failed to claim properly their distribution shall thereafter look only to the Company or Parent, as applicable (subject to abandoned property, escheat and other similar Laws) only as a general creditor thereof with respect to any amount to which Beneficiary is entitled as set forth on the Distribution Schedule (after giving effect to any required Tax withholdings as provided in Section 7.3).

ARTICLE IV

General Powers, Rights and Obligations of the Trustee

Section 4.1 Appointment of Trustee. Pursuant to this Agreement, the Company has appointed The Bank of New York Mellon as the Trustee and the Trustee shall become the Trustee as of the date hereof.

Section 4.2 General Powers.

(a) The duties, responsibilities and obligations of the Trustee shall be limited to those expressly set forth herein and no duties, responsibilities or obligation shall be inferred or

implied. The Trustee shall not be subject to, nor required to comply with, nor required to inquire as to the performance of any obligation under, any other agreement between or among the Company and any other entity even though reference thereto may be made herein (including, but not limited to the Merger Agreement and the Plan), or to comply with any direction or instruction other than those contained herein or delivered in accordance with this Agreement. The Trustee shall execute all agreements and other documents with the signature “as Trustee.”

(b) In connection with the management and use of the Trust Assets and except as otherwise limited in this Agreement, the Plan, or the Confirmation Order, the Trustee shall have, in addition to any powers conferred on the Trustee by any other provision of this Agreement, the power to take any and all actions as are necessary or advisable to effectuate the purposes of the Trust.

(c) The Trustee shall not at any time, on behalf of the Trust or any Beneficiaries, enter into or engage in any trade or business, and the Trustee shall not use or dispose of any part of the Trust Assets in furtherance of any trade or business.

Section 4.3 Standard of Care; Indemnification; Exculpation. The Trustee shall perform the duties and obligations imposed on the Trustee by this Agreement with reasonable care under the circumstances; provided, however, the Trustee shall not be liable to the Trust, to any Beneficiary or any other Person (or any predecessor or successor thereto) for any reason whatsoever, except for such of its own acts as shall constitute willful misconduct or gross negligence. Except with regards to its own acts constituting willful misconduct or gross negligence, the Trustee shall be defended, held harmless and indemnified from time to time by the Company (including in its capacity as Intermediate Company) against any and all losses, claims, costs, expenses and liabilities to which the Trustee may be subject by reason of the Trustee’s duties under this Agreement or otherwise arising out of this Agreement (including the reasonable fees and expenses or counsel and the costs of successfully defending itself against a claim by another party hereto). The Trustee’s officers, employees, agents, if any, shall be likewise defended, held harmless and indemnified. Without limiting the generality of the foregoing, the Trustee shall have no liability to any Beneficiary on account of the Trustee’s investment or non-investment of any Trust Assets or any losses with respect to any such investments of Trust Assets, provided that such investments are made, or the Trustee’s decision not to invest any Trust Assets in any case is made, in accordance with the terms of this Agreement. The Trustee shall not be obligated to give any bond or surety or other security for the performance of any of its duties. The Trustee shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility). The permissive rights and powers granted to the Trustee hereunder shall not be construed as duties. The Trustee shall not be responsible for the existence, genuineness or value of any of the assets or for the validity, perfection, priority or enforceability of the liens in any of the assets, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, for the validity of title to the assets, for insuring the assets or for the payment

of taxes, charges, assessments or liens upon the assets. In no event shall the Trustee be liable for any indirect, consequential, punitive or special damages, even if advised of the possibility thereof. The Trustee may act through agents and shall not be responsible for the conduct of any such agent appointed with due care. The provisions of this Section 4.3 and the Company's obligations herein shall survive the termination of this Agreement, the resignation or removal of the Trustee and the Merger.

Section 4.4 Reliance by Trustee. The Trustee may rely, and shall be fully protected personally in acting upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Trustee has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties, in each case without obligation to satisfy himself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt and the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting thereon. The Trustee may consult with legal counsel and shall be fully protected in respect of any action taken or suffered by the Trustee in accordance with the opinion of legal counsel (whether or not written). The Trustee may at any time seek instructions from the Bankruptcy Court concerning the acquisition, management or disposition of the Trust Assets. If at any time the Trustee is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Trust Assets (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Trust Assets), the Trustee is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Trustee complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Trustee shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

Section 4.5 Action Upon Instructions. If, in performing its duties under this Agreement, the Trustee reasonably believes that a court order is necessary or advisable in connection with the administration of the Trust or to otherwise determine the Trustee's rights or duties in any respect under this Agreement, the Trustee may apply to the Bankruptcy Court for a determination as to the course of action to be taken by the Trustee. and may refrain from taking any action until it receives such court order or a written instruction signed by the Company, which in the Trustee's sole discretion determines the Trustee's rights or duties. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by the Company.

Section 4.6 Investment Obligations. The Trustee shall invest and reinvest the liquid Trust Assets as directed by the Company; provided that such investments shall be in obligations of or guaranteed by the United States of America, with maturities not exceeding three (3) months. Any interest and other income resulting from such investment shall become a part of the Trust Assets and a proportionate distribution of any such interest or income shall be paid upon payment to any holder of an Unsecured Claim Unit or an Allowed Unsecured Claim (net of any taxes owing or paid on such interest or income). The Trustee shall not be liable to ensure that investment directions provided by the Company comply with the restrictions set forth in this

Section 4.6 or in any way for any loss or other liability arising from any investment, or the sale or other disposition of any investment, made in accordance with this Section 4.6, except for any such loss or liability arising from the Trustee's gross negligence or willful misconduct.

Section 4.7 Resignation. The Trustee may resign as Trustee by giving written notice of its resignation to the Company. The Trustee shall continue to serve as trustee until the appointment of a successor Trustee. If no successor Trustee is appointed within thirty (30) calendar days of the Trustee's notice, the Trustee shall be entitled to petition the Bankruptcy Court (at the expense of the Company) for a successor Trustee. In the event of such resignation or the Trustee's death or the Trustee becoming legally incapacitated, the Company shall appoint a successor Trustee.

ARTICLE V

Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order, pursuant to the Plan and Confirmation Order, except with respect to matters relating to the rights or liability of the Trustee hereunder this Agreement (as stated further below) and as otherwise set forth in the Plan, in the Confirmation Order and herein, the Bankruptcy Court shall retain such jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142 to the fullest extent legally permissible, including jurisdiction to:

- (a) ensure that distributions to Beneficiaries are accomplished pursuant to the provisions of the Plan; and
- (b) adjudicate any and all disputes arising from or relating to distributions to Beneficiaries under the Plan.

Notwithstanding anything herein to the contrary, all matters relating to the rights or liability of the Trustee under this Agreement shall not be adjudicated by the Bankruptcy Court.

ARTICLE VI

Termination

The Trust and this Agreement shall remain in effect unless and until the Trust Assets are distributed in full. Notwithstanding any provision of this Agreement, if the Trust does not otherwise terminate prior to the expiration of twenty-one (21) years after the date of this Agreement, the trust shall terminate upon the expiration of that twenty-one (21) year period and the Trust Assets shall be distributed to the Company.

ARTICLE VII

Tax Matters

Section 7.1 Tax Treatment. The Trust is intended to qualify as a disputed ownership fund pursuant to Treasury Regulation Section 1.468B-9, with no objective to continue or engage

in the conduct of a trade or business. The Trust shall not be a “qualified settlement fund” under Treasury Regulations Section 1.468B-1, a bankruptcy estate (or part thereof) resulting from the commencement of a case under title 11 of the Bankruptcy Code, or a liquidating trust under Treasury Regulations Section 301.7701-4(d). The “administrator” of the Trust, within the meaning of Treasury Regulations Section 1.468B-9, shall be the Trustee.

Section 7.2 Tax Reporting

(a) The Trustee shall prepare and provide to, or file with, the appropriate taxing authorities and other parties such notices, Tax returns and other filings, including all federal, national, state and local Tax returns for the Trust, as may be required under the Code, the Plan, or as may be required by applicable law, including notices required to report interest or dividend income (“Tax Reports”). The Trustee shall timely elect to treat the Trust as disputed ownership fund taxable as a qualified settlement fund as provided in Treasury Regulations Section 1.468B-9(c)(1)(ii), and shall pay any and all Taxes of the Trust (or imposed on or in respect of Trust Assets) from the Trust Assets. All parties (including the Trustee, the Reorganized Debtors and the Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing. The Trustee shall also file (or cause to be filed) and/or provide to the Beneficiaries, any other statement, return or disclosure relating to the Trust that is required by any Governmental Entity in the United States and elsewhere.

(b) In connection with the Trustee’s performance of its duties pursuant to this Section 7.2, the Trustee may require any Beneficiary to furnish to the Trustee its employer or taxpayer identification number as assigned by the IRS, together with such other information, returns or forms as the Trustee may determine are required, and the Trustee may condition any distribution of Trust Assets to any Beneficiary upon such receipt of such identification number, and any other information and returns and forms as are required for the Trustee to comply with IRS requirements.

(c) Subject to the prior written consent of the Company, the Trustee may request any appropriate tax determination, including, without limitation, an expedited determination of Taxes of the Trust under Bankruptcy Code section 505(b) for all Tax returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust.

Section 7.3 Compliance with Tax Withholding Requirements. In connection with making distributions under the Plan and this Agreement, the Trustee shall comply with all Tax withholding and reporting requirements imposed on it by any Governmental Entity, and all distributions pursuant to the Plan and this Agreement shall be subject to such withholding and reporting requirements. Any property so withheld will then be paid by the Trust to the appropriate authority, and amounts withheld and paid over to the applicable Governmental Entity or other authority shall be treated as amounts distributed to the relevant Beneficiary for all purposes of this Agreement. The Trustee shall withhold the entire distribution due any Beneficiary until such time as such Beneficiary provides the necessary information to comply with any withholding requirements of any governmental unit, including an IRS Form W-9 (or successor form) containing its, his or her employer or taxpayer identification number as assigned by the IRS, or in the case of Beneficiaries that are not United States persons for federal income Tax purposes, certification of foreign status on IRS Form W-8BEN, W81MY or W-8ECI (or

successor form). If a Beneficiary fails to provide the information necessary to comply with any withholding requirements of any Governmental Entity within 180 days from the date of first notification to the Beneficiary of the need for such information, then such Beneficiary's distribution will be treated as an unclaimed distribution in accordance with Section 3.3(c) above.

ARTICLE VIII

Miscellaneous

Section 8.1 Notices. All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be delivered personally or by facsimile transmission or electronic mail or mailed by first class mail or by overnight delivery service:

If to the Trustee:

The Bank of New York Mellon
525 William Penn Place, 38th Floor
Pittsburgh, PA 15259
Attn: Corporate Trust / Beth Heintz
Fax: 412-234-7535
Email: beth.a.heintz@bnymellon.com

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

Counsel to the Trustee

Perkins Coie LLP
30 Rockefeller Plaza, 22nd Floor
New York, NY 10112
Attn: Sean Connery
Fax: 212-977-1649
Email: sconnery@perkinscoie.com

If to the Company:

Beech Holdings, LLC
B091-S03
10511 E. Central
Wichita, Kansas 67206
Attention: Alexander Snyder
Fax: (316) 676-8422
Email: alexander_snyder@beechcraft.com

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

Textron Inc.

40 Westminster Street
Providence, Rhode Island 02903
Attention: E. Robert Lupone
John Curran
Fax: (401) 457-2418
Email: rlupone@textron.com
jcurran@textron.com

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

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attention: Peter D. Lyons
Robert M. Katz
Fax: (212) 848-7179
Email: peter.lyons@shearman.com
robert.katz@shearman.com

Notices sent out by electronic or facsimile transmission shall be deemed delivered when actually received, and notices sent by first-class mail shall be deemed delivered three (3) Business Days after mailing and notices sent by overnight delivery service shall be deemed delivered the next Business Day after mailing.

Unless otherwise provided in this Agreement, the Trustee is authorized to follow and rely upon all instructions given by officers named in incumbency certificates furnished to the Trustee from time to time by the Company and by attorneys in fact acting under written authority furnished to the Trustee by the Company (provided that the Trustee believes in good faith that any such instructions are in compliance with the terms and conditions of this Agreement), including, without limitation, instructions given by letter, facsimile transmission, telegram, teletype, cablegram or electronic media, if the Trustee believes such instructions to be genuine and to have been signed, sent or presented by the proper party or parties. The Trustee shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on such instructions. The Trustee shall not incur any liability in executing instructions (i) from any attorney in fact prior to receipt by it of notice of the revocation of the written authority of the attorney in fact or (ii) from any officer of the Company named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate. The Company acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee, and that there may be more secure methods of transmitting instructions than the method selected by the sender. The Company agrees that the security procedures, if any, to be followed in connection with a transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 8.2 Effectiveness. This Agreement shall become effective at the Effective Time.

Section 8.3 Intention of Parties to Establish Trust. This Agreement is intended to create a trust, and the Trust created hereunder shall be governed and construed in all respects as a disputed ownership fund within the meaning of Treasury Regulations Section 1.468B-9.

Section 8.4 Investment Company Act. The Trust is organized as a liquidating entity in the process of liquidation, and therefore should not be considered, and the Trust does not and will not hold itself out as, an “investment company” or an entity “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940.

Section 8.5 Preservation of Privilege and Defenses. In connection with any rights, claims, or causes of action that constitute Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust shall vest in the Trustee. The Company and the Trustee shall be authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses.

Section 8.6 Counterparts. This Agreement may be executed in one or more counterparts (via facsimile, e-mail or otherwise), each of which shall be deemed an original but which together shall constitute but one and the same instrument.

Section 8.7 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles thereof. The parties to this Agreement agree that all actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such action, such action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Each party hereto hereby waives the right to trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.

Section 8.8 Headings. Sections, subheadings and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 8.9 Interpretative Provisions. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The terms “or”, “any” and “either” are not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person may require. Where a reference in this Agreement is made to any agreement (including this Agreement), contract, statute or regulation, such references are to, except as context may otherwise require,

the agreement, contract, statute or regulation as amended, modified, supplemented, restated or replaced from time to time (in the case of an agreement or contract, to the extent permitted by the terms thereof), and to any section of any statute or regulation including any successor to the section and, in the case of any statute, any rules or regulations promulgated thereunder. All references to “dollars” or “\$” in this Agreement are to United States dollars. All references to “days” shall be to calendar days unless otherwise indicated as a “Business Day”.

Section 8.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any such provision in any other jurisdiction.

Section 8.11 Amendments. This Agreement may be amended from time to time by written instrument executed by the Trustee and the Company, provided, however, that no such amendment shall be made to Articles I, II, VI, or Section 8.11.

Section 8.12 Non-Transferability of Beneficial Interests; Interests Beneficial Only; No Voting Rights; Successors.

(a) All interests of the Beneficiaries of this Trust shall be uncertificated and non-transferable, except by will, intestate succession, or operation of law.

(b) The rights to a beneficial interest hereunder shall not entitle any Beneficiary to (i) any title in or to the Trust Assets as such (which title is vested in the Trustee) or to any right to call for a partition or division of Trust Assets or to require an accounting, or (ii) any voting rights with respect to the administration of the Trust and the actions of the Trustee in connection therewith.

(c) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

(d) No Beneficiary shall have any right by virtue of any provision of this Agreement to any property of the Company or any of its Affiliates.

Section 8.13 No Suits by Creditors. No Beneficiary or other creditor of the Reorganized Debtors’ estates shall have any right by virtue of any provision of this Agreement to institute any action or proceeding in law or in equity against any party other than the Trustee with respect to the Trust Assets.

Section 8.14 Irrevocability. The Trust is irrevocable, but is subject to amendment as provided for herein.

Section 8.15 Trust Continuance. The dissolution, resignation, incompetency or removal of the Trustee shall not operate to terminate the Trust created by this Agreement or to revoke any existing agency created under the terms of this Agreement or invalidate any action theretofore taken by the Trustee. In the event of the dissolution, resignation, incompetency or removal of the Trustee, the Trustee shall promptly (a) execute and deliver such documents, instruments and other writings as may be requested by the Bankruptcy Court or reasonably

requested by a successor Trustee or the Company to effect the termination of the Trustee's capacity under this Agreement and the conveyance of the Trust Assets then held by the Trustee to the successor, (b) deliver to the Bankruptcy Court or the successor Trustee all documents, instruments, records and other writings related to the Trust as may be in the possession of the Trustee and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Trustee.

Section 8.16 Successors and Assigns. This Agreement shall extend to and shall be binding upon the parties hereto and their respective successors and assignees; provided, that no party may assign this Agreement or any of its rights or obligations hereunder without the consent of the other; provided, however, any corporation or other company into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or other company resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or other company succeeding to the business of the Trustee shall be the successor of the Trustee hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Section 8.17 Remedies Cumulative. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

Section 8.18 Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto.

[signature pages follow]

Exhibit A

Definitions

As used in this Agreement, the following terms have the meanings specified in this Exhibit A.

“Affiliate” has the meaning set forth in the Plan.

“Agreement” has the meaning set forth in the introductory paragraph to this Agreement.

“Allowed” has the meaning set forth in the Plan.

“Allowed Secured Claims” has the meaning set forth in the Plan.

“Allowed Senior Notes Claims” has the meaning set forth in the Plan.

“Allowed Unsecured Claims” has the meaning set forth in the recitals to this Agreement.

“Assumed Aggregate Unsecured Claims Amount” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Code” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Court” has the meaning set forth in the recitals to this Agreement.

“Baseline Distribution” has the meaning set forth in Section 3.1(c).

“Beneficiaries” has the meaning set forth in the recitals to this Agreement.

“Business Day” shall mean any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or other day on which banks are required or authorized to close in the City of New York.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claim Based Pro Rata Percentage” means, with respect to any Person, the quotient, expressed as a percentage, of (a) the aggregate amount of Allowed Unsecured Claims held by such Person *divided by* (b) the Final Aggregate Unsecured Claims Amount.

“Claims Determination Order” has the meaning set forth in the recitals to this Agreement.

“Claims Register” has the meaning set forth in the Plan.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the introductory paragraph to this Agreement.

“Confirmation Order” has the meaning set forth in the recitals to this Agreement.

“Debtors” has the meaning set forth in the recitals to this Agreement.

“Disputed” has the meaning set forth in the Plan.

“Distribution Date” has the meaning set forth in Section 3.1(a).

“Distribution Record Date” has the meaning set forth in the Plan.

“Distribution Schedule” has the meaning set forth in Section 3.1(a).

“Effective Time” has the meaning set forth in the Merger Agreement.

“Exchange Act” shall mean the Securities Exchange Act of 1934.

“Excluded Units” has the meaning set forth in the Merger Agreement.

“Final Aggregate Unsecured Claims Amount” has the meaning set forth in the recitals to this Agreement.

“Full Distribution” has the meaning set forth in **Error! Reference source not found.**

“Final Unsecured Reconciliation” has the meaning set forth in the recitals to this Agreement.

“General Unsecured Claims” has the meaning set forth in the Plan.

“Governmental Entity” shall mean any domestic or foreign governmental or regulatory body, commission, agency, instrumentality, authority or other legislative, executive or judicial entity or court.

“Holder” has the meaning set forth in the Plan.

“Initial Unsecured Claim Unit Value” has the meaning set forth in the recitals to this Agreement.

“Intermediate Company” has the meaning set forth in the recitals to this Agreement.

“Intermediate Merger” has the meaning set forth in the recitals to this Agreement.

“Intermediate Merger Sub” has the meaning set forth in the recitals to this Agreement.

“IRS” shall mean the Internal Revenue Service.

“Law” has the meaning set forth in the Merger Agreement.

“Management Equity Incentive Plan” has the meaning set forth in the Plan.

“Merger” has the meaning set forth in the recitals to this Agreement.

“Merger Agreement” has the meaning set forth in the recitals to this Agreement.

“Merger Sub” has the meaning set forth in the recitals to this Agreement.

“Original Claim Holder” has the meaning set forth in **Error! Reference source not found.**

“Parent” has the meaning set forth in the recitals to this Agreement.

“PBGC Unsecured Claims” has the meaning set forth in the Plan.

“Person” shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, governmental entity or other entity of any kind or nature.

“Plan” has the meaning set forth in the recitals to this Agreement.

“Reorganized Debtors” has the meaning set forth in the recitals to this Agreement.

“Senior Credit Facility Deficiency Claims” has the meaning set forth in the Plan.

“Subordinated Notes Claims” has the meaning set forth in the Plan.

“Tax” has the meaning set forth in the Merger Agreement.

“Tax Reports” has the meaning set forth in Section 7.2(a).

“Original Claim Holder” has the meaning set forth in Section 3.1(c).

“Treasury Regulations” means tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such regulations may be amended from time to time.

“Trust” has the meaning set forth in Section 1.1.

“Trust Assets” has the meaning set forth in the recitals to this Agreement.

“Trust Expenses” has the meaning set forth in Section 2.2.

“Trustee” has the meaning set forth in the introductory paragraph to this Agreement.

“Unit Based Pro Rata Percentage” means, with respect to any holder of Unsecured Claim Units, an amount equal to: (a) (i) the number of Unsecured Claim Units held by such holder *multiplied by* (ii) the Initial Unsecured Claim Unit Value, *divided by* (b) the Final Aggregate Unsecured Claims Amount.

“Unsecured Claim Unit” has the meaning set forth in the recitals to this Agreement.

“Unsecured Trust Amount” has the meaning set forth in the recitals to this Agreement.

Exhibit B

Fees of Trustee



Beech Holdings, LLC.

March 14th, 2014

Presented By:

**The Bank of New York Mellon Trust
Company**

Fee Schedule for the following:

- Trustee
- Disbursement Agent



BNY MELLON

Fee Schedule

Subject to the Terms and Disclosures - General below, upon appointment of **The Bank of New York Mellon Trust Company, N.A.** (“BNYM” or “us” or “affiliates” or “subsidiaries”) in the roles as outlined within this Fee Schedule (this “**Fee Schedule**”), **Enter Company Name (“Enter Company Name or “you”)** shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

General Fees

Transaction Acceptance Fee	\$15,000.00
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The Transaction Acceptance Fee is payable at the time of the execution of the governing documents (the “**Transaction Documents**”) in connection with the closing of the transaction which is the subject of this Fee Schedule (the “**Transaction**”), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Customer checks.

Administrative Fee	\$24,000.00
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Administrative Fees cover the period of disbursement of all assets and are not subject to pro-ration.

Wire fees	\$25.00 per
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The wire fee will be paid by each beneficiary and funds are to be deducted from Trust Assets prior to distribution.

Miscellaneous Fees	
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Other Fees

External Counsel Fees

Fees quoted in this Fee Schedule do not include our external legal counsel fees, expenses and disbursements. If external legal counsel is retained by BNYM, a bill for the fees, expenses and disbursements of such external legal counsel will be sent to you. You will be billed for the actual amount of the fees, expenses and disbursements charged by external legal counsel for its services plus any applicable taxes, and such amount will be payable upon the closing of the Transaction. In the event that the Transaction is terminated prior to closing, you will remain responsible for the payment of external counsel fees, expenses and disbursements incurred up to and including the termination date.

Miscellaneous Services

Additional fees will be charged for performing any services not expressly listed in this Fee Schedule (“**Extraordinary Services**”). Any additional fees will be as determined by BNYM and will correspond to the Extraordinary Services provided. Such Extraordinary Services include, but are not limited to, any amendments or proposed amendments to the Transaction Documents (whether such amendments are agreed or not), program updates, extensions, waivers, any technology builds, modifications and the preparation of special or interim reports which BNYM must submit to security holders or other third parties. Additional fees will also be charged by BNYM for any additional roles that BNYM may be requested to perform or any extension to the roles and assumptions listed in this Fee Schedule. Please refer to your Relationship Manager for details.

Terms and Disclosures

General

BNYM’s final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation, financials and standard Know Your Customer procedures. In the event that this Transaction does not proceed with BNYM in the roles contemplated by this Fee Schedule and the Transaction Documents, you will be responsible for payment of any external counsel fees and expenses and out-of-pocket expenses which BNYM may have incurred up to and including the termination date.

and expertise to deliver customized and market-driven solutions across a range of debt issuer and related investor services. We are plugged in to local markets and continue to grow our operations. We offer you a distinctive, high quality and personalized service wherever you choose to do business.