

SEVENTH AMENDMENT TO GENERAL TERMS AGREEMENT

THIS SEVENTH AMENDMENT TO THE GENERAL TERMS AGREEMENT ("Amendment") is made as of the day of March, 2016, between AAR Supply Chain, Inc. (f/k/a AAR Parts Trading, Inc.) ("Seller") and **Sumitomo Corporation** ("Buyer").

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

WHEREAS, Seller and Buyer desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment, Seller and Buyer agree that effective as of the date hereof, the Agreement is amended as follows:

1. Terms used in this Amendment but not defined shall have their meanings as set forth in the Agreement.
2. The following new Section 25 shall be added to the Agreement immediately following Section 24 thereof:

“25. Supplemental Obligations with respect to Distributor Agreement.

The following obligations shall apply to this Agreement to the extent related to the Distributor Agreement, dated on or about March 16, 2016, between Seller and Hamilton Sundstrand:

A. Cancellation of Orders for Convenience

If Buyer or its customer cancels an order after it has been accepted by Seller, for any reason other than Seller's unexcused delay or failure to perform, and Seller incurs a cancellation fee from its vendor as a result of such cancellation, then Buyer shall be responsible to reimburse Seller for any and all cancellation fees suffered as a result of such cancellation.

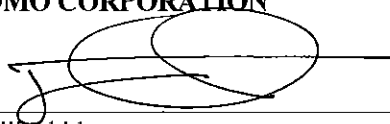
3. Except as specifically amended hereby, the Agreement is and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Seventh Amendment to the General Terms Agreement as of the date first written above.

AAR SUPPLY CHAIN, INC.

SUMITOMO CORPORATION

By: _____
Name: _____
Title: _____

By: 
Name: Eiji Ishida
Title: General Manager, Aerospace Dept.