

**AMENDMENT NO. 1 TO
DISTRIBUTION AGREEMENT
BETWEEN CURTISS-WRIGHT CONTROLS, INC.
AND
AAR PARTS TRADING, INC. DBA AAR DEFENSE SYSTEMS & LOGISTICS**

This Amendment No. 1 to Distribution Agreement (the "Amendment") is made and effective as of January 2, 2012 (the "Effective Date"), by and among Curtiss-Wright Controls, Inc., a Delaware corporation, with a place of business at 201 Old Boiling Springs Road, Shelby, NC 28152 ("Curtiss-Wright") and AAR Parts Trading, Inc. dba AAR Defense Systems & Logistics, an Illinois corporation, with a place of business at 1100 N. Wood Dale, Wood Dale, IL 60191 ("AAR").

RECITALS

WHEREAS, on March 24, 2010, Curtiss-Wright and AAR entered into that certain Distribution Agreement (the "Agreement"), regarding the stocking, distribution and sale of Curtiss-Wright products; and

WHEREAS, Curtiss-Wright and AAR wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Section 16(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) This Agreement and AAR's appointment will commence on the date the Agreement is signed by both parties and will continue for an initial term of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, unless terminated by either party as otherwise set forth herein, this Agreement will automatically renew on a year to year basis for up to two consecutive terms of one year each. In such event this Agreement will terminate on the fifth anniversary of the commencement date. Notwithstanding the foregoing, either party may cancel this Agreement at any time upon thirty (30) days' notice to the other party, with or without cause, or for any cause which constitutes a substantial breach of this Agreement. Provided that Curtiss-Wright may terminate this Agreement without notice if AAR fails to fulfill the obligations imposed hereunder, or otherwise engages in conduct which, Curtiss-Wright's sole discretion, adversely affects either the reputation of Curtiss-Wright or its ability to conduct business.

2. Appendix A of the Agreement is hereby amended to add the following Territories, platforms and Products:

- a. Territories added:

European North Atlantic Treaty Organization (NATO) Members

1. Including Wholesale distribution selling directly to the NATO Maintenance and Supply Agency (NAMSA) (NATO's Logistics Agency) and
2. Other European NATO Air Forces
3. Norway, Denmark and Portugal excluded

- b. Platforms / Products added:

- a. F-16
 - LEF Actuators / Torque Shafts
- b. F-18
 - Single & Dual Seat Canopy Actuator
- c. V-22
 - Flight Control Feedback Actuator

Independent of the Territories specified above, Curtiss-Wright agrees to direct inquiries, regardless of origin, for any Curtiss-Wright Products (Cage Codes 71791 and OAHP5), for which AAR has on order with CWC or is holding inventory purchased from Curtiss-Wright, to AAR for first consideration of sale. For example, for any worldwide inquiries while AAR has on order or is holding inventory for this item, Curtiss-Wright will flow such inquiries to AAR for quoting and fulfillment. Should there be a competitive solicitation for any of the above components, Curtiss-Wright and AAR will strategize on a response plan considering AAR's then current inventory position.


3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed in their respective legal or individual names as of the Effective Date.

Curtiss-Wright Controls, Inc.

By: _____ Date: 28 March 2012
Name: Chris Cullum
Director Programs and Contracts

AAR Parts Trading, Inc. d/b/a AAR Defense Systems and Logistics

By:  Date: 07 March 2012
Name: Mark Stearns
President