

DISTRIBUTION AGREEMENT

This Distribution Agreement is entered into on March 24, 2010, between the Flight Systems business unit of Curtiss-Wright Controls Inc., a corporation organized under the laws of the State of Delaware, USA with a principal place of business at 201 Old Boiling Springs Road, Shelby, NC 28152-0649 (hereinafter referred to as "Curtiss-Wright") and AAR Parts Trading, Inc. dba AAR Defense Systems & Logistics, an Illinois corporation having its offices 1100 N. Wood Dale, Wood Dale IL 60191USA (hereinafter referred to as AAR).

WITNESSETH:

WHEREAS, Curtiss-Wright is engaged in the design, manufacture, overhaul, and repair of aircraft and other components and assemblies for military aircraft and vehicles including the products manufactured at its Shelby, North Carolina facility; and

WHEREAS, AAR has facilities and personnel sufficient to promote the stocking, distribution and sale of products, under the limitations and conditions imposed under this Agreement.

NOW, THEREFORE in consideration of the premises of the mutual covenants and agreements contained herein, it is mutually agreed by the parties hereto as follows.

The following capitalized terms, as used in this Agreement, shall mean:

- a) "Customer" or "Customers" includes Customers and potential Customers of Curtiss-Wright Products
- b) "FCPA" means the United States Foreign Corrupt Practices Act (Pub. L. No. 95 213, 94 Stat. 1494), together with all amendments thereto which are effective during the term of this Agreement.
- c) "Products" for this agreement means Curtiss-Wright new components and assemblies from the Shelby, North Carolina facility for military systems. Products may be changed as specified and modified from time-to-time in writing by the Parties.
- d) "Territory" means the territorial limits of agreed upon countries in Appendix -A.

1. GRANT:

Curtiss-Wright hereby grants to AAR during the term of this Agreement the non-exclusive right to promote the sale of Products as a sales distributor and AAR hereby accepts the Grant, pursuant to the terms and conditions herein.

- a) Curtiss-Wright will, from time-to-time, advise AAR of its current price for the Products.

- b) AAR may either purchase products from Curtiss-Wright for its own account with the government or solicit orders and forward same to Curtiss-Wright for fulfillment. Curtiss-Wright will fulfill the order and ship back to AAR for AAR to distribute to the Government agency shipping location in conjunction with their Government contract. Curtiss-Wright may utilize AAR for research and analysis; logistics network representation, supply chain management and distribution as well as product packaging and processing to the Government, regulatory compliance assurance and collaborative strategies.
- c) All orders placed with Curtiss-Wright as a result of AAR' efforts pursuant to this Agreement shall be subject to Curtiss-Wright's acceptance or non-acceptance, at Curtiss-Wright's Shelby, North Carolina, USA office.

Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit Curtiss-Wright from making direct sales for sales of its Products to Customers outside the Territory.

2. DISTRIBUTOR'S DUTIES AND OBLIGATIONS

During the term of this Agreement, AAR shall:

- a) Use its best efforts to promote the Products to Customers in the Territory.
- b) Have trained and experienced sales personnel and representatives at various government locations regularly call on Customers and potential Customers for the Products in the Territory and give prompt and thorough attention to all inquiries, orders, and complaints.
- c) Advise Curtiss-Wright of any change to the Products which Customers suggest or request and to assist Curtiss-Wright in meeting Customer needs for the Products.
- d) AAR shall make no representation or warranty as to the performance of Products or Product specifications with the exception of the warranty associated with this agreement unless expressly authorized to do so by Curtiss-Wright.
- e) Submit sales reports and forecasts along with potential business leads to Curtiss-Wright in the format as agreed between Curtiss-Wright and AAR and by the dates reasonably requested by Curtiss-Wright in order to assist Curtiss-Wright in production planning and strategy design.
- f) Promptly comply with all reasonable requests by Curtiss-Wright in connection with the sale of Products of Curtiss-Wright to the Customer including, without limitation, requests to furnish assistance in connection with customs clearances, warranty administration, registrations, licenses, and permits required by governmental authorities or by the Customer.
- g) Maintain in strict confidence, and not disclose to any other person or firm, except with the written permission of a duly authorized representative of Curtiss-Wright, any and all information received from Curtiss-Wright or prepared by AAR for Curtiss-Wright regarding prices, customer lists, business plans, strategies,

forecasts, studies, reports, and any other information which is or may be considered confidential or proprietary by Curtiss-Wright and which is not publicly available. The confidentiality obligations of AAR under this Agreement shall survive the expiration or termination of the Agreement.

- h) Comply with all laws and regulations of the Territory with respect to any of its activities under this Agreement.
- i) Promote the Products only under the labels, trade names, copyrights, or trademarks of Curtiss-Wright in a form and manner previously approved by Curtiss-Wright, and none of these shall be altered in any respect without prior written permission of Curtiss-Wright. AAR shall not have or acquire any right, title, or interest of any kind in such trade names, copyrights, or trademarks even though such trade name, copyright, or trademark may have been adopted at the suggestion or instance of AAR, nor shall it take action which might injure the reputation of Curtiss-Wright or Curtiss-Wright's suppliers, trade names, copyrights, or trademarks, or of any patents pertaining to the Products, and will render to Curtiss-Wright, at its supplier's expense, such assistance as Curtiss-Wright may request for the purposes of restraining such infringement. AAR shall not manufacture or cause to be manufactured any Product similar to or competitive with the Products.
- j) Conduct itself and its business at all times so as not to detract from or reflect adversely upon the reputation of Curtiss-Wright or its Products, and after termination of this Agreement, not to defame or disparage Curtiss-Wright's business, or Products, or its officers, nor engage in any unfair trade practices towards Curtiss-Wright or the Customers.
- k) Comply with all United States laws and regulations, specifically, but not limited to, the Arms Export Control Act (AECA), the Export Administration Act (EAA), and the Foreign Corrupt Practices Act (FCPA).

3. EXPORT CONTROL

The products or information covered by this agreement may be subject to export regulations of the U.S. Government, including the U.S. Department of State (International Traffic in Arms Regulations, 22 CFR 120 et seq.) and the U.S. Department of Commerce (U.S. Export Administration Regulations 15 CFR 730 et seq.) AAR will not export, re-export, resell, transfer or disclose, directly or indirectly, any product, technical data or software obtained hereunder outside the U.S. without (i) complying with applicable export control laws including the obligation to amend its Registration Statement to reflect its Broker status in accordance with 22 CFR 129.4(b), (ii) notifying and obtaining written permission of Curtiss-Wright, and (iii) providing such reasonable assurances as Curtiss-Wright may request. Furthermore, AAR shall, within thirty (30) days of submission to the US State Department, provide to Curtiss-Wright copies of annual reports of sales of Products that have been submitted to the US State Department in accordance with 22 CFR 129.9. Curtiss-Wright shall not be liable to AAR for any failure to provide goods, services or technical data as a result of U.S. Government's: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) interpretation of

U.S. export laws and regulations, after the date of the Purchase Order, adversely to the interests of Curtiss-Wright or having a material effect on the cost of Curtiss-Wright's performance.

4. CURTISS-WRIGHT'S DUTIES AND OBLIGATIONS

- a) Wherever practicable, Curtiss-Wright shall give at least thirty (30) days' prior written notice of each increase in price of the Products. Any existing quote to AAR will stay valid until expiration date.
- b) Curtiss-Wright will, at its expense, provide AAR with current catalogues and similar support materials, and/or engineering training to support specific components as necessary and as requested by AAR which may be adopted by AAR ' sales network. AAR may reproduce Curtiss-Wright literature in the language of the Territory, but all drafts must be approved in writing by Curtiss-Wright prior to printing. Subject to U.S. law and regulations, and the applicable law and regulations of the Territory, Curtiss-Wright, in its sole discretion, will also provide design assistance, test reports, laboratory analyses, compatibility tests, and other technical sales support strictly in the roll of a product sales representation relationship as may be reasonably requested by AAR to respond to particular application problems or needs of Customers.
- c) From time-to-time during the period of this Agreement, Curtiss-Wright shall send a representative to meet with AAR and to visit Customers and prospective Customers within the Territory for the purpose of assisting AAR in its promotion of the Products.
- d) Provide shipment status of open orders to AAR on a monthly or more frequent basis as requested by AAR.

5. SALES TERMS AND PAYMENT

- a) CWC will sell to AAR and AAR will purchase from CWC the Products, at the prices agreed upon between the parties and subject to the terms of this Agreement. AAR shall supply the Products in accordance with the Exhibit A marketing plan.
- b) AAR will pay CWC the Purchase Price net thirty (30) days after AAR's receipt of invoice. AAR will notify CWC of any disputed amounts on or prior to the invoice due date.
- c) The Purchase Price is exclusive of all applicable taxes.
- d) AAR will initiate purchases of Products hereunder by issuing its purchase order, setting forth the Product being ordered, the date or dates of deliveries, quantities, prices and shipping instructions. Purchase orders and similar documents are for convenience only, and any terms and conditions stated therein, whether typed, stamped or written on the front or reverse thereof, shall be void and of no effect. The provisions of this Agreement will govern the purchase of any and all Products by AAR from CWC. AAR will place its orders for Products quoted by CWC in

accordance with CWC' quotation for said Products. CWC may accept an order either by written acknowledgment or by shipment of the Products.

6. NO AGENCY

In connection with its activities on behalf of Curtiss-Wright under this Agreement, AAR shall not be deemed to be the agent or employee of Curtiss-Wright for any purpose whatsoever and AAR is not authorized to obligate or commit Curtiss-Wright in any manner in dealings with the Customer, or with other persons, firms, or governmental units. AAR shall not hold itself out as the agent of Curtiss-Wright or as having such authority to obligate or commit Curtiss-Wright, except to designate itself as "an Independent Representative for Curtiss-Wright" on AAR' business cards, as "an independently owned and operated Representative on behalf of Curtiss-Wright," or except as otherwise may be specifically agreed to in writing by Curtiss-Wright. AAR shall not use the words "Curtiss-Wright Controls Inc.," "Curtiss-Wright Controls Inc., Engineered Systems," or any part thereof, or any other trade name, service mark, or trademark registered to Curtiss-Wright Controls, Inc. or Curtiss-Wright Corporation, or any of their affiliates as a part of its legal or trade name, or in connection with its business activities, nor shall AAR attempt to register with any governmental authorities any type of interest in such words, names, or trademarks.

7. CHANGES AND MODIFICATIONS

This Agreement may only be modified by a separate written agreement of the parties signed by each party's duly authorized representative.

8. FORCE MAJEURE

The failure of either Party to perform its obligations under this Agreement shall be excused if such failure to perform or any delay is caused by matters beyond its reasonable control, such as an act of God, labor strikes, civil commotion, riots, war, revolution, or acts of government; or lack of adequate production capacity, failure or delay in plant start-up, breakdown of machinery, or shortages of raw materials, power, equipment, fuel, transportation, or containers.

The duties and obligations of the parties shall be suspended for the duration of the event preventing proper performance, provided, however, that if such suspension shall continue in excess of ninety (90) days, the Parties shall meet and attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement. In the event of a shortage of production or supply of the Products for any reason, Curtiss-Wright reserves its right to allocate its supplies of the Product to itself and such other representatives or Customers as it deems equitable.

9. [Intentionally Omitted]

10. HIRING AND RECRUITING OF AGENTS.

During the term of this agreement and for a period of 6 months after the date of its termination, Curtiss-Wright will not directly or indirectly induce, assist, encourage to induce any agent or representative of AAR to leave its employment or contract with AAR. Curtiss-Wright will not hire, contract with, or form any business relationship with any agent or representative that AAR currently has a business relationship with during the term of this agreement or for a period of 6 months after its termination.

11. LIMITATION OF LIABILITY

Except for damages arising from fraud, misrepresentation, or AAR's modification or misrepresentation of Curtiss-Wright's product warranty, neither party hereto shall be liable to the other under any circumstance for loss of profits, or special, indirect, incidental, consequential, or exemplary damages, including costs or legal expenses, in connection with the provision of Products or Services under this Agreement. Curtiss Wright is liable to AAR for loss due to circumstances that relate to matters that Curtiss Wright Controls: Manufacturing, Warranty, confirmed orders, and quotes (including price and lead-time). Curtiss Wright will not be liable to AAR in regards to quotes that are mis-quoted by AAR or (if) AAR alters or changes the Curtiss Wright part in any way from the original agreed production configuration. Specifically, Curtiss-Wright will have no liability to AAR in the event that it can not or will not accept an order solicited or negotiated by AAR. Consideration fees on Protests that Curtiss-Wright or AAR have no control over will be worked mutually together to resolve.

12. CONFLICT OF INTEREST

During the term of this Agreement, AAR shall not promote, solicit, or otherwise assist in the marketing or sale of components or accessories related to or competing with the Products described under this Agreement to the Customer by any other person or firm which is not a subsidiary of, or affiliated by ownership with Curtiss-Wright, except as may be expressly permitted in writing by an authorized officer of Curtiss-Wright. AAR shall immediately and completely disclose to Curtiss-Wright any interests or activities of AAR which may conflict with the interests of Curtiss-Wright under this Agreement including, without limitation, any agreement by AAR to perform activities in connection with the services of any competitor of Curtiss-Wright. From time-to-time as requested by Curtiss-Wright, AAR shall certify to Curtiss-Wright in writing regarding the existence, or lack thereof, of such a conflict of interest.

13. EXPENSES

All costs and expenses incurred by AAR, its employees, agents, and representatives in performing services hereunder including, without limitation, export licensing/compliance, travel, telephone, and telecommunications expenses, shall be paid by AAR. Curtiss-Wright shall not be obligated to reimburse AAR for any such expenses, except as may be agreed by Curtiss-Wright in writing in advance of the time when the expenses are incurred.

14. PRODUCT DISTRIBUTION

Curtiss-Wright and AAR acknowledge and agree that the interests of some customers in the territory may be better served through only a purchase of products from AAR rather than directly from Curtiss-Wright or directly from Curtiss-Wright thru AAR. Curtiss-Wright agrees to sell the requested Products to AAR for resale by AAR to the identified Customer. Purchase by AAR shall be subject to the same terms and conditions applicable to Customers in the Territory who purchase products directly from Curtiss-Wright.

Curtiss-Wright agrees it will give consideration to orders for the products placed by AAR for its own account. Curtiss-Wright will take into consideration whether acceptance of the order would adversely affect its interests under its Representation and Distribution Agreement and shall not be held liable for loss or damage caused by its non-acceptance of an order in its sole discretion. Curtiss-Wright may condition acceptance of any such order on terms it considers appropriate to the particular order and subject also to the conditions which follow in paragraphs 14(a) through 14(d).

If such an order is accepted, the relationship hereby established between AAR and Curtiss-Wright is solely that of buyer and seller, and AAR is in no way the legal representative of Curtiss-Wright and may not assume any obligation of any kind, implied or expressed, on behalf of Curtiss-Wright.

a) Price

The price shall be as negotiated between the Parties for each such order. Any freight and insurance charges prepaid may, at Curtiss-Wright's option, be included in

the price or billed separately to AAR. Payment of accounts will be net 30 days after date of invoice subject to credit approval.

b) Warranty

- 1) As regards the warranty of any product, the sole and exclusive remedy of AAR or any end-user and the sole and exclusive liability of Curtiss-Wright, whether in contract, tort (including negligence), strict liability, or otherwise, shall be the warranty provisions contained in Curtiss-Wright's standard terms and conditions which are incorporated herein by reference.
- 2) Curtiss-Wright's warranty is void in the event product failure results from acts or omissions of persons other than Curtiss-Wright or from accident, abuse, misuse, or misapplication of the Product.
- 3) AAR may assign the warranty of any Products to the end-user purchaser. However, Curtiss-Wright's warranty is void if any modification is made on the warranted Product. Any modifications are made at the risk of the party making the modification. AAR shall indemnify and hold harmless Curtiss-Wright from all loss, cost, damage, claims or causes of action resulting from such modifications.

c) Insurance

Curtiss-Wright is responsible to package in accordance with standard practices and or military requirements as defined by the customer for prevention of damage in transit. Curtiss-Wright shall not be responsible for, loss, and pilferage of shipments in transit directly to AAR. Shipments will be booked when shipped and AAR will be responsible for loss and pilferage of shipments. Curtiss-Wright shall not be responsible for any and all damages, loss, and pilferage of shipments of AAR orders to customers working directly with AAR of Products from AAR plant or warehouse. Accordingly, if AAR does not fully and clearly instruct Curtiss-Wright on each of AAR's orders regarding the insurance coverage desired by AAR to be obtained by Curtiss-Wright on AAR's behalf and for AAR's account protecting the shipment of AAR's order of Products, Curtiss-Wright shall not then be obliged to insure the shipment, on the assumption that AAR is willing to assume the responsibility for all damage, pilferage, or loss of the shipment, or that AAR may have made other insurance arrangements.

d) Trademarks and Patents

Unless otherwise specifically agreed, AAR, upon resale of any Products, shall include Curtiss-Wright's trademark(s) of Products and Curtiss-Wright's name and address as supplier of Products to AAR. Curtiss-Wright's name and address shall be included as supplier of Products on all promotional materials, write-ups, and the like, of Products. Since AAR will be the exporter of record, only AAR's name and address will be on the outside of all packaging of units from AAR to their customers. AAR shall at all times recognize, respect, and protect Curtiss-Wright's right of total ownership of any and all trademarks and patents of Products and shall not in any way derogate, diminish, or weaken Curtiss-Wright's sole property rights in its trademark or patent registrations. Moreover, should the laws or regulations of any part or all of AAR's Territory invest AAR with any property rights in any trademark and patent registration of Products, AAR shall promptly, freely, and cooperatively relinquish to Curtiss-Wright any and all such rights, without recourse or cost to Curtiss-Wright, and shall thereafter refrain from any further usage of the trademark or patent.

In consideration of Curtiss-Wright's agreement to accommodate such distribution sales, AAR agrees to maintain in its inventory Products sufficient to accommodate anticipated Customer demand in cases where demand of the items can be verified for a sell of the item for distribution sales during the term of this Agreement.

15. ASSIGNMENT

This Agreement shall be assignable by Curtiss-Wright in whole or in part to any parent, affiliate, or subsidiary of Curtiss-Wright. The assignment by AAR of this Agreement or any interest therein to any entity other than a parent, subsidiary or affiliated company, or of any money due or to become due by reason of the terms hereof without the prior written consent of Curtiss-Wright shall be void.

16. EFFECTIVE DATE: TERMINATION

- 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, this Agreement may be renewed upon the mutual agreement of the parties. Notwithstanding the foregoing, either party may cancel the 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, in Curtiss-Wright's sole discretion, adversely affects either the reputation of Curtiss-Wright or its ability to conduct business.
- b) AAR expressly waives any claim against Curtiss-Wright based on the enrichment of Curtiss-Wright for any services rendered by said AAR hereunder.
- c) If Curtiss-Wright declares a Product obsolete as a result of a configuration change or other technical revision, AAR shall have the right at its convenience and discretion to terminate an order for that Product, in whole or part, by delivery to Curtiss-Wright of a notice of termination under this article specifying the extent to which performance of work under the order is terminated and the date upon which such termination shall become effective.
- d) If AAR must terminate an order for the convenience of AAR or AAR's customer, such termination shall be in accordance with the provisions of FAR 52.249-2 as in effect on the effective date of this Agreement. The terms "Government" and "Contracting Officer" in FAR 52.249-2 shall mean AAR and Curtiss-Wright respectively.
- e) If this agreement is terminated, the PARTIES agree that AAR shall have the continuing rights of this Agreement to purchase and supply Products to the extent such Products were contracted with its customers prior to said termination.
- f) If this agreement is not renewed, Curtiss-Wright appoints another distributor for the Territory, or agreement is terminated under the provisions of paragraph 17, the PARTIES agree that at Curtiss-Wright's option, either 1) AAR shall continue to

market Products on order or in stock in accordance with the terms of this agreement, or 2) Curtiss-Wright will allow AAR to cancel any such orders, and return any such inventory for full credit less reasonable restocking and evaluation fees (combined total to be 5% or less of aggregated inventory value based on AAR's acquisition cost). AAR will be obligated to provide a listing of all Curtiss-Wright inventory within 30 days of termination or non renewal. AAR further agrees to provide a quarterly report of sales of the inventory following a termination or non renewal. In the case of 1) above CWC and AAR will coordinate their respective marketing plans with the intent of liquidating AAR's residual inventory in a reasonable time frame. Such plans would include Curtiss-Wright forwarding all requirements received for parts held by AAR for quoting and would be managed in accordance with Appendix A.

17. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, without reference to its conflict of laws principles.

18. COMPLIANCE.

In all of its activities pursuant to this Agreement, AAR, its agents, representatives and others acting on its behalf, shall strictly comply with all laws, decrees, statutes, rules, regulations, codes and ordinances that may be applicable to such activities. In representing Curtiss-Wright hereunder, AAR shall act at all times in a professional manner demonstrating a high level of integrity and ethical standards. Without limiting the scope of its general obligations set forth above, AAR represents and warrants that it is familiar with the provisions of the FCPA, and that in connection with its activities performed for Curtiss-Wright in the past (if any) or to be performed for Curtiss-Wright hereunder in the future, that AAR (and any person or firm acting on behalf of AAR) has not made and will not make any payment, offer of payment, or gift of money or any item of value to:

- a) a "Foreign Official" as that term is used in the FCPA;
- b) a political party or party official or a candidate for a political office; or
- c) any other person, while knowing or having reason to know that such payment or gift will be offered, promised or given, directly or indirectly, to any Foreign Official, political party official, or candidate for a political office, for purposes of:
 - (i) influencing any act or decision of such Foreign Official, political party, party official, or candidate for a political office in his or its official capacity, including a decision to fail to perform his or its official functions, or
 - (ii) inducing such Foreign Official, political party, party official, or candidate for a political office to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Further, AAR and/or Distributor represent and warrant that none of its owners, directors, or employees are: (i) Foreign Officials, or (ii) representatives or officials of any political party, or (iii) candidates for political office. AAR will immediately notify Curtiss-Wright in the event any of its owners, directors, or employee members shall hereafter assume such a status.

From time-to-time as requested by Curtiss-Wright, AAR and/or Distributor shall certify to Curtiss-Wright in writing that the obligations, representations, and warranties of AAR as set forth in this section have not been violated.

19. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or its breach shall be referred to senior management for good faith negotiations. If the dispute is not settled by negotiation, either party may give written notice to the other of its intent to submit the matter to binding arbitration. If the dispute is not settled within 30 days after such notice, the matter shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. In any arbitration hereunder, the parties may agree on the selection of a single arbitrator, but if they cannot so agree, each such party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. No arbitrator may be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner or shareholder. The arbitrator(s) shall permit each of the parties to the Arbitration to engage in a reasonable amount of discovery. In the event either party requests arbitration, the arbitration shall be held in Charlotte, North Carolina. The award by the arbitrator or arbitrators shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights.

20. SEVERABILITY

All of the covenants and provisions herein contained are severable. In the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid, this Agreement shall be construed as if such invalid covenant or provisions were not herein contained.

21. NOTICE

All notices to be given pursuant to the provisions hereof may be sent to Parties at the following addresses and shall be effective upon receipt:

To: Curtiss-Wright Controls
201 Old Boiling Springs Road
Shelby, NC 28152-0649
U.S.A.
Attn: Director of Programs

To: AAR Parts Trading, Inc.

d/b/a AAR Defense Systems & Logistics
1100 N. Wood Dale, Wood Dale IL 60191
USA
Attn: Edward DeWaard, VP Distribution

All orders or requests should be forwarded to the following:

TO: Curtiss-Wright Controls
201 Old Boiling Springs Road
Dock C
Shelby, NC 28152-0649
U.S.A.
Attn: Customer Service

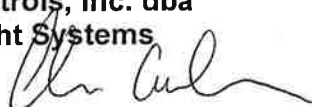
POC:

This Agreement constitutes the entire Agreement between the Parties hereto, and supersedes and cancels all prior agreements between the Parties, and shall not be amended or modified except by an instrument in writing duly executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their respective legal or individual names as of the day and year first above written.

**Curtiss-Wright Controls, Inc. dba
Curtiss-Wright Flight Systems**

By:

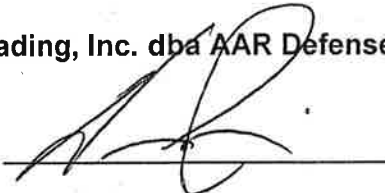

Chris Cullum- Director Programs and Contracts

Date:

3/25/10

**AAR Parts Trading, Inc. dba AAR Defense Systems and
Logistics**

By:



Date:

4/13/10

Appendix-A

Territories:

- United States of America – including without limitation Defense Logistics Agency organizations (DLA)

Note - 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 is holding inventory purchased from Curtiss-Wright to AAR for first consideration of sale. For example, for any worldwide inquiries for F-16 Leading Edge Actuator PN 182900-3, NSN 1680-01-254-0471 while AAR 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 below components, CW and AAR will strategize on a response plan considering AAR's then current inventory position:

182900-3 Actuator Assembly (includes tie bars)
183315-1 Actuator Assembly
183200-1 Actuator Assembly
183210-1 Actuator Assembly
183050-5 Actuator Assembly (includes tie bars)
184080-X (Torque Shaft Assy – various dash numbers according to position).

Lean
margin
~6%