

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): December 11, 2012**

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**HEICO Corporation**

(Exact name of registrant as specified in its charter)

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**Florida**

(State or Other Jurisdiction of Incorporation)

**1-4604**

(Commission File Number)

**65-0341002**

(IRS Employer Identification No.)

**3000 Taft Street, Hollywood, Florida**

(Address of Principal Executive Offices)

**33021**

(Zip Code)

**(954) 987-4000**

(Registrant's Telephone Number, Including Area Code)

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On December 11, 2012, HEICO Corporation (the “Company”) entered into two amendments to its \$670 million Revolving Credit Facility (“Credit Facility”) with several banks and other financial institutions from time to time party hereto (collectively, the “Lenders”) and SunTrust Bank, as Administrative Agent. Pursuant to the First Amendment to the Credit Facility (“First Amendment”), the maturity date of the Credit Facility was extended by one year to December 14, 2017. Pursuant to the Second Amendment to the Credit Facility (“Second Amendment”), certain covenants contained within the Credit Facility were amended to accommodate the payment of a one-time special and extraordinary cash dividend of \$2.14 per share (the “Special Dividend”) on both classes of the Company’s stock to be paid on or prior to December 31, 2012. Specifically, the definition of Consolidated Fixed Charges, as such term is defined in the Credit Facility, was amended to exclude the Special Dividend for purposes of calculating the Credit Facility’s financial covenant regarding the maintenance of a fixed charge coverage ratio. Additionally, the Second Amendment amends the Credit Facility’s financial covenant regarding restricted payments to exclude \$1.00 per share of the Special Dividend (not to exceed \$54 million in aggregate).

The description of the First Amendment and Second Amendment, as set forth in this Item 1.01, is qualified in its entirety by reference to the copy of such amendments filed as Exhibits 10.1 and 10.2, respectively, to this report on Form 8-K, which are incorporated by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	First Amendment to Revolving Credit Agreement, effective as of December 11, 2012, among HEICO Corporation, as Borrower, the Lenders from time to time party hereto and Sun Trust Bank, as Administrative Agent.
10.2	Second Amendment to Revolving Credit Agreement, effective as of December 11, 2012, among HEICO Corporation, as Borrower, the Lenders from time to time party hereto and Sun Trust Bank, as Administrative Agent.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 14, 2012

**HEICO CORPORATION**

By: /s/ CARLOS L. MACAU, JR.  
Carlos L. Macau, Jr.  
Executive Vice President -  
Chief Financial Officer  
(Principal Financial Officer)

## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	First Amendment to Revolving Credit Agreement, effective as of December 11, 2012, among HEICO Corporation, as Borrower, the Lenders from time to time party hereto and Sun Trust Bank, as Administrative Agent.
10.2	Second Amendment to Revolving Credit Agreement, effective as of December 11, 2012, among HEICO Corporation, as Borrower, the Lenders from time to time party hereto and Sun Trust Bank, as Administrative Agent.

**FIRST AMENDMENT TO  
REVOLVING CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this “**Amendment**”), is made and entered into as of December 11, 2012, by and among HEICO CORPORATION, a Florida corporation (the “**Borrower**”), the several banks and other financial institutions from time to time party hereto (collectively, the “**Lenders**”) and SUNTRUST BANK, in its capacity as Administrative Agent for the Lenders (the “**Administrative Agent**”), as issuing bank (the “**Issuing Bank**”) and as swingline lender (the “**Swingline Lender**”).

**W I T N E S S E T H:**

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a certain Revolving Credit Agreement, dated as of December 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), pursuant to which the Lenders have made certain financial accommodations available to the Borrower;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders are willing to do so;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of all of which are acknowledged, the Borrower, the Lenders and the Administrative Agent agree as follows:

1. **Amendments.**

(a) Section 1.1 of the Credit Agreement is amended by replacing the definition of “Revolving Commitment Termination Date” in its entirety with the following definition:

“Revolving Commitment Termination Date” shall mean the earliest of (i) December 14, 2017, as such date may be extended pursuant to the terms of Section 2.25, (ii) the date on which the Revolving Commitments are terminated pursuant to Section 2.7 and (iii) the date on which all amounts outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

(b) Section 2.25 of the Credit Agreement is hereby amended by replacing the first sentence of subsection (b) of such Section in its entirety with the following:

If all of the Lenders consent in writing to any such request in accordance with subsection (a) of this Section 2.25, the Revolving Commitment Termination Date shall, effective as at such next Anniversary Date (or such other date as the Lenders shall agree in such writing) (the “Extension Date”), be extended for one calendar year from the then scheduled Revolving

Commitment Termination Date; provided that on each Extension Date, no Default or Event of Default shall have occurred and be continuing, or shall occur as a consequence thereof.

2. **Conditions to Effectiveness of this Amendment.** Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Borrower shall have no rights under this Amendment, until the Administrative Agent shall have received (i) an amendment fee in the amount of 0.05% of the Revolving Commitments of those Lenders executing this Amendment, to be applied pro rata among such Lenders, (ii) such other fees as the Borrower has previously agreed to pay the Administrative Agent or any of its affiliates in connection with this Amendment, (iii) reimbursement or payment of the costs and expenses of the Administrative Agent incurred in connection with this Amendment or the Credit Agreement (including reasonable fees, charges and disbursements of King & Spalding LLP, counsel to the Administrative Agent), and (iv) each of the following documents:

(a) executed counterparts to this Amendment from the Borrower, each of the Guarantors and Lenders constituting at least the Required Lenders; and

(b) a certificate of the Secretary or Assistant Secretary of the Borrower, attaching and certifying copies of resolutions of its board of directors, authorizing the execution, delivery and performance of the Amendment, certifying the name, title and true signature of each officer of the Borrower executing the Amendment and confirming that the articles of incorporation and bylaws have not changed since the Closing Date.

3. **Representations and Warranties.** To induce the Lenders and the Administrative Agent to enter into this Amendment, each Loan Party hereby represents and warrants to the Lenders and the Administrative Agent:

(a) The Borrower and each of its Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation, partnership or limited liability company under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect, (iii) has all licenses and permits necessary to carry on and conduct its business in all states and localities wherein it now operates and (iv) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect;

(b) The execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and if required, shareholder, partner or member, action;

(c) The execution, delivery and performance by the Borrower of this Agreement, and by each Loan Party of the other Loan Documents to which it is a party (i) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect, (ii) will not violate any Requirements of Law applicable to the Borrower or any of its Subsidiaries or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding on the Borrower or any of its Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries and (iv) will not result in the creation or imposition

of any Lien on any asset of the Borrower or any of its Subsidiaries, except Liens (if any) created under the Loan Documents;

(d) This Amendment has been duly executed and delivered for the benefit of or on behalf of each Loan Party and constitutes a valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

(e) Immediately after giving effect to this Amendment, all representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects. No Default or Event of Default has occurred and is continuing as of the date hereof or would occur as after giving effect to this Amendment. Since the date of the financial statements of the Borrower described in Section 4.4 of the Credit Agreement, there shall have been no change which has had or could reasonably be expected to have a Material Adverse Effect.

4. **Reaffirmations.**

(a) **Reaffirmation of Subsidiary Guaranty Agreement.** Each Subsidiary Loan Party consents to the execution and delivery by the Borrower of this Amendment and jointly and severally ratify and confirm the terms of the Subsidiary Guaranty Agreement with respect to the indebtedness now or hereafter outstanding under the Credit Agreement as amended hereby and all promissory notes issued thereunder. Each Subsidiary Loan Party acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any indebtedness of the Borrower to the Lenders or any other obligation of the Borrower, or any actions now or hereafter taken by the Lenders with respect to any obligation of the Borrower, the Subsidiary Guaranty Agreement (i) is and shall continue to be a primary obligation of the Subsidiary Loan Parties, (ii) is and shall continue to be an absolute, unconditional, joint and several, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of the Subsidiary Loan Parties under the Subsidiary Guaranty Agreement.

5. **Effect of Amendment.** Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Lenders and the Administrative Agent. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement.

6. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Florida and all applicable federal laws of the United States of America.

7. **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or an accord and satisfaction in regard thereto.

8. **Costs and Expenses.** The Borrower agrees to pay on demand all reasonable, documented, out-of-pocket expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel for the Administrative Agent with respect thereto.

9. **Counterparts.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of a manually executed counterpart hereof.

10. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns.

11. **Entire Understanding.** This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

*[Signature Pages To Follow]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, under seal in the case of the Borrower and the Subsidiary Loan Parties, by their respective authorized officers as of the day and year first above written.

**BORROWER:**

HEICO CORPORATION

By: /s/ CARLOS L. MACAU, JR.

Name: Carlos L. Macau, Jr.

Title: Chief Financial Officer and Treasurer

**SUBSIDIARY LOAN PARTIES:**

16-1741 PROPERTY, INC.  
3D ACQUISITION CORP.  
3D PLUS U.S.A., INC.  
ACTION RESEARCH CORPORATION  
AD HEICO ACQUISITION CORP.  
AERODESIGN, INC.  
AIRCRAFT TECHNOLOGY, INC.  
ANALOG MODULES, INC.  
ARGER ENTERPRISES, INC.  
ATK ACQUISITION CORP.  
AVIATION ENGINEERED SERVICES CORP.  
AVIATION FACILITIES, INC.  
BATTERY SHOP, L.L.C.  
BLUE AEROSPACE LLC  
CONNECTRONICS CORP.  
CONXALL CORPORATION  
CSI AEROSPACE, INC.  
DB CONTROL, CORP.  
DEC TECHNOLOGIES, INC.  
DE-ICING INVESTMENT HOLDINGS CORP.  
DIELECTRIC SCIENCES, INC.  
DUKANE SEACOM, INC.  
DYNATECH ACQUISITION, CORP.  
EMD ACQUISITION CORP.  
ENGINEERING DESIGN TEAM, INC.  
FERRISHIELD, INC.  
FUTURE AVIATION, INC.  
HEICO AEROSPACE CORPORATION  
HEICO AEROSPACE PARTS CORP.  
HEICO EAST CORPORATION  
HEICO ELECTRONIC TECHNOLOGIES CORP.

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

HEICO FLIGHT SUPPORT CORP.  
HEICO PARTS GROUP, INC.  
HNW BUILDING CORP.  
HNW 2 BUILDING CORP.  
HVT GROUP, INC.  
INERTIAL AIRLINE SERVICES, INC.  
IRCAMERAS LLC  
JA ENGINEERING I CORP.  
JA ENGINEERING II CORP.  
JET AVION CORPORATION  
JETSEAL, INC.  
LEADER TECH, INC.  
LPI INDUSTRIES CORPORATION  
LUMINA POWER, INC.  
MCCLAIN INTERNATIONAL, INC.  
MCCLAIN PROPERTY CORP.  
MEREDIAN INDUSTRIAL, INC.  
NIACC-AVITECH TECHNOLOGIES, INC.  
NORTHWINGS ACCESSORIES CORP.  
PRIME AIR, LLC  
RADIANT POWER CORP.  
RAMONA RESEARCH, INC.  
ROGERS-DIERKS, INC.  
SANTA BARBARA INFRARED, INC.  
SEAL DYNAMICS LLC  
SIERRA MICROWAVE TECHNOLOGY, LLC  
SUNSHINE AVIONICS, LLC  
SWITCHCRAFT HOLDCO, INC.  
SWITCHCRAFT, INC.  
THERMAL STRUCTURES, INC.  
TURBINE KINETICS, INC.

By: /s/ CARLOS L. MACAU, JR.  
Name: Carlos L. Macau, Jr.  
Title: Chief Financial Officer and Treasurer

HEICO AEROSPACE HOLDINGS CORP.

By: /s/ THOMAS S. IRWIN  
Name: Thomas S. Irwin  
Title: Treasurer

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

**LENDERS:**

SUNTRUST BANK, as a Lender

By: /s/ DONALD J. CAPISANO

Name: Donald J. Capisano

Title: Senior Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as a Lender

By: /s/ ALINA CANNON  
Name: Alina Cannon  
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

BANK OF AMERICA, N.A., as a Lender

By: /s/ DAVID GUTIERREZ

Name: David Gutierrez

Title: Senior Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

PNC BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ JOSE MAZARIEGOS  
Name: Jose Mazariegos  
Title: Senior Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

BRANCH BANKING AND TRUST  
COMPANY, as a Lender

By: /s/ JAMES E. DAVIS  
Name: James E. Davis  
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

US BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ MICHAEL P. DICKMAN  
Name: Michael P. Dickman  
Title: Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**



RBS CITIZENS, N.A., as a Lender

By: /s/ JASON UPHAM

Name: Jason Upham

Title: Assistant Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

SYNOVUS BANK, as a Lender

By: /s/ MICHAEL SAWICKI

Name: Michael Sawicki

Title: Corporate Banking

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

THE NORTHERN TRUST COMPANY, as  
a Lender

By: /s/ PATRICK COWAN  
Name: Patrick Cowan  
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

JPMORGAN CHASE BANK, N.A., as a  
Lender

By: /s/ ANTJE B. FOCKE  
Name: Antje B. Focke  
Title: Senior Underwriter

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

SABADELL UNITED BANK, N.A., as a  
Lender

By: /s/ MAURICI LLADO

Name: Maurici Lladó

Title: Executive Vice President Corporate & Commercial Banking

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**

FIFTH THIRD BANK, AN OHIO  
BANKING CORPORATION, as a Lender

By: /s/ JOHN A. MARIAN  
Name: John Marian  
Title: Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

MERCANTIL COMMERCEBANK, N.A.,  
as a Lender

By: /s/ ALAN HILLS  
Name: Alan Hills  
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]

FLORIDA COMMUNITY BANK N.A., as  
a Lender

By: /s/ JOSE M. CRUZ  
Name: Jose M. Cruz  
Title: Senior Vice President

**[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT]**



**SECOND AMENDMENT TO  
REVOLVING CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT (this “**Amendment**”), is made and entered into as of December 11, 2012, by and among HEICO CORPORATION, a Florida corporation (the “**Borrower**”), the several banks and other financial institutions from time to time party hereto (collectively, the “**Lenders**”) and SUNTRUST BANK, in its capacity as Administrative Agent for the Lenders (the “**Administrative Agent**”), as issuing bank (the “**Issuing Bank**”) and as swingline lender (the “**Swingline Lender**”).

**W I T N E S S E T H:**

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a certain Revolving Credit Agreement, dated as of December 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), pursuant to which the Lenders have made certain financial accommodations available to the Borrower;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders are willing to do so;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of all of which are acknowledged, the Borrower, the Lenders and the Administrative Agent agree as follows:

1. **Amendments.**

(a) Section 1.1 of the Credit Agreement is amended by replacing the definition of “Consolidated Fixed Charges” in its entirety with the following:

“**Consolidated Fixed Charges**” shall mean, for the Borrower and its Subsidiaries for any period, the sum (without duplication) of (i) Consolidated Interest Expense paid in cash for such period, (ii) scheduled principal payments paid in cash on Consolidated Total Funded Debt during such period, and (iii) dividends and distributions paid in cash or property other than common stock during such period to holders of Borrower’s capital stock, warrants and related instruments, provided, however, that solely for purposes of calculating the Fixed Charge Coverage Ratio in Section 6.3 of this Agreement, the one-time dividend to be paid on or prior to December 31, 2012 in the amount of \$2.14 per share shall be excluded from clause (iii) above.

(b) Section 7.8 of the Credit Agreement is amended by (a) deleting the “and” before clause (viii), (b) replacing the “.” at the end of such Section with “; and” and (c) adding the following clause (ix) to such Section:

(ix) a one-time dividend to the holders of its Capital Stock in the amount of \$1.00 per share (not to exceed \$54,000,000 in the aggregate) to be paid on or prior to December 31, 2012.

2. **Conditions to Effectiveness of this Amendment.** Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Borrower shall have no rights under this Amendment, until the Administrative Agent shall have received (i) an amendment fee in the amount of 0.025% of the Revolving Commitments of those Lenders executing this Amendment, to be applied pro rata among such Lenders, (ii) such other fees as the Borrower has previously agreed to pay the Administrative Agent or any of its affiliates in connection with this Amendment, (iii) reimbursement or payment of the costs and expenses of the Administrative Agent incurred in connection with this Amendment or the Credit Agreement (including reasonable fees, charges and disbursements of King & Spalding LLP, counsel to the Administrative Agent), and (iv) executed counterparts to this Amendment from the Borrower, each of the Guarantors and Lenders constituting at least the Required Lenders.

3. **Representations and Warranties.** To induce the Lenders and the Administrative Agent to enter into this Amendment, each Loan Party hereby represents and warrants to the Lenders and the Administrative Agent:

(a) The Borrower and each of its Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation, partnership or limited liability company under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect, (iii) has all licenses and permits necessary to carry on and conduct its business in all states and localities wherein it now operates and (iv) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect;

(b) The execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and if required, shareholder, partner or member, action;

(c) The execution, delivery and performance by the Borrower of this Agreement, and by each Loan Party of the other Loan Documents to which it is a party (i) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect, (ii) will not violate any Requirements of Law applicable to the Borrower or any of its Subsidiaries or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding on the Borrower or any of its Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries and (iv) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries, except Liens (if any) created under the Loan Documents;

(d) This Amendment has been duly executed and delivered for the benefit of or on behalf of each Loan Party and constitutes a valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

(e) Immediately after giving effect to this Amendment, all representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects. No Default or Event of Default has occurred and is continuing as of the date hereof or would occur as after giving effect to this Amendment. Since the date of the financial statements of the Borrower described in Section 4.4 of the Credit Agreement, there shall have been no change which has had or could reasonably be expected to have a Material Adverse Effect.

4. **Reaffirmations.**

(a) **Reaffirmation of Subsidiary Guaranty Agreement.** Each Subsidiary Loan Party consents to the execution and delivery by the Borrower of this Amendment and jointly and severally ratify and confirm the terms of the Subsidiary Guaranty Agreement with respect to the indebtedness now or hereafter outstanding under the Credit Agreement as amended hereby and all promissory notes issued thereunder. Each Subsidiary Loan Party acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any indebtedness of the Borrower to the Lenders or any other obligation of the Borrower, or any actions now or hereafter taken by the Lenders with respect to any obligation of the Borrower, the Subsidiary Guaranty Agreement (i) is and shall continue to be a primary obligation of the Subsidiary Loan Parties, (ii) is and shall continue to be an absolute, unconditional, joint and several, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of the Subsidiary Loan Parties under the Subsidiary Guaranty Agreement.

5. **Effect of Amendment.** Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Lenders and the Administrative Agent. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement.

6. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Florida and all applicable federal laws of the United States of America.

7. **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or an accord and satisfaction in regard thereto.

8. **Costs and Expenses.** The Borrower agrees to pay on demand all reasonable, documented, out-of-pocket expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel for the Administrative Agent with respect thereto.

9. **Counterparts.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of a manually executed counterpart hereof.

10. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns.

11. **Entire Understanding.** This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

*[Signature Pages To Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, under seal in the case of the Borrower and the Subsidiary Loan Parties, by their respective authorized officers as of the day and year first above written.

**BORROWER:**

HEICO CORPORATION

By: /s/ CARLOS L. MACAU, JR.

Name: Carlos L. Macau, Jr.

Title: Chief Financial Officer and Treasurer

**SUBSIDIARY LOAN PARTIES:**

16-1741 PROPERTY, INC.  
3D ACQUISITION CORP.  
3D PLUS U.S.A., INC.  
ACTION RESEARCH CORPORATION  
AD HEICO ACQUISITION CORP.  
AERODESIGN, INC.  
AIRCRAFT TECHNOLOGY, INC.  
ANALOG MODULES, INC.  
ARGER ENTERPRISES, INC.  
ATK ACQUISITION CORP.  
AVIATION ENGINEERED SERVICES CORP.  
AVIATION FACILITIES, INC.  
BATTERY SHOP, L.L.C.  
BLUE AEROSPACE LLC  
CONNECTRONICS CORP.  
CONXALL CORPORATION  
CSI AEROSPACE, INC.  
DB CONTROL, CORP.  
DEC TECHNOLOGIES, INC.  
DE-ICING INVESTMENT HOLDINGS CORP.  
DIELECTRIC SCIENCES, INC.  
DUKANE SEACOM, INC.  
DYNATECH ACQUISITION, CORP.  
EMD ACQUISITION CORP.  
ENGINEERING DESIGN TEAM, INC.  
FERRISHIELD, INC.  
FUTURE AVIATION, INC.  
HEICO AEROSPACE CORPORATION  
HEICO AEROSPACE PARTS CORP.  
HEICO EAST CORPORATION  
HEICO ELECTRONIC TECHNOLOGIES CORP.  
HEICO FLIGHT SUPPORT CORP.

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HEICO PARTS GROUP, INC.  
HNW BUILDING CORP.  
HNW 2 BUILDING CORP.  
HVT GROUP, INC.  
INERTIAL AIRLINE SERVICES, INC.  
IRCAMERAS LLC  
JA ENGINEERING I CORP.  
JA ENGINEERING II CORP.  
JET AVION CORPORATION  
JETSEAL, INC.  
LEADER TECH, INC.  
LPI INDUSTRIES CORPORATION  
LUMINA POWER, INC.  
MCCLAIN INTERNATIONAL, INC.  
MCCLAIN PROPERTY CORP.  
MEREDIAN INDUSTRIAL, INC.  
NIACC-AVITECH TECHNOLOGIES, INC.  
NORTHWINGS ACCESSORIES CORP.  
PRIME AIR, LLC  
RADIANT POWER CORP.  
RAMONA RESEARCH, INC.  
ROGERS-DIERKS, INC.  
SANTA BARBARA INFRARED, INC.  
SEAL DYNAMICS LLC  
SIERRA MICROWAVE TECHNOLOGY, LLC  
SUNSHINE AVIONICS, LLC  
SWITCHCRAFT HOLDCO, INC.  
SWITCHCRAFT, INC.  
THERMAL STRUCTURES, INC.  
TURBINE KINETICS, INC.

By: /s/ CARLOS L. MACAU, JR.  
Name: Carlos L. Macau, Jr.  
Title: Chief Financial Officer and Treasurer

HEICO AEROSPACE HOLDINGS CORP.

By: /s/ THOMAS S. IRWIN  
Name: Thomas S. Irwin  
Title: Treasurer

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**LENDERS:**

SUNTRUST BANK, as a Lender

By: /s/ DON CAPISANO

Name: Don Capisano

Title: Senior Vice President

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WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as a Lender

By: /s/ ALINA CANNON  
Name: Alina Cannon  
Title: Senior Vice President

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BANK OF AMERICA, N.A., as a Lender

By: /s/ DAVID GUTIERREZ

Name: David Gutierrez

Title: Senior Vice President

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PNC BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ JOSE MAZARIEGOS  
Name: Jose Mazariegos  
Title: Senior Vice President

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BRANCH BANKING AND TRUST  
COMPANY, as a Lender

By: /s/ LIAM N. GOLIGHTLEY  
Name: Liam N. Golightley  
Title: Assistant Vice President

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US BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ MICHAEL P. DICKMAN  
Name: Michael P. Dickman  
Title: Vice President

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RBS CITIZENS, N.A., as a Lender

By: /s/ DONALD A. WRIGHT

Name: Donald A. Wright

Title: Senior Vice President

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SYNOVUS BANK, as a Lender

By: /s/ MICHAEL SAWICKI

Name: Michael Sawicki

Title: Corporate Banking

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THE NORTHERN TRUST COMPANY, as  
a Lender

By: /s/ PATRICK COWAN  
Name: Patrick Cowan  
Title: Vice President

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JPMORGAN CHASE BANK, N.A., as  
a Lender

By: /s/ ALEX ABREU  
Name: Alex Abreu  
Title: Managing Director

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SABADELL UNITED BANK, N.A., as  
a Lender

By:\_\_\_  
Name:  
Title:

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FIFTH THIRD BANK, AN OHIO  
BANKING CORPORATION, as a Lender

By: /s/ JOHN A. MARIAN  
Name: John A. Marian  
Title: Vice President

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MERCANTIL COMMERCEBANK, N.A., as  
a Lender

By:\_\_\_  
Name:  
Title:

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FLORIDA COMMUNITY BANK N.A., as  
a Lender

By: /s/ JOSE M. CRUZ  
Name: Jose M. Cruz  
Title: Senior Vice President

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