As filed with the Securities and Exchange Commission on January 16, 1996

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

X ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (fee required)

FOR THE FISCAL YEAR ENDED OCTOBER 31, 1995 OR

___ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (no fee required)

For the transition period from ________ to ________

Commission file number 1-4604

HEICO CORPORATION
(Exact name of registrant as specified in its charter)

FLORIDA	65-0341002
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3000 TAFT STREET, HOLLYWOOD, FLORIDA	33021
(Address of principal executive offices)	(Zip Code)

(954) 987-6101
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b)of the Act:

COMMON STOCK, PAR VALUE $.01 PER SHARE	AMERICAN STOCK EXCHANGE
(Title of Each Class)	(Name of Each Exchange On Which Registered)

Securities registered pursuant to Section 12(g) of the Act:

PREFERRED STOCK PURCHASE RIGHTS
(Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting stock held by nonaffiliates of the registrant as of December 31, 1995 was $26,866,000 based on the closing price of $19.00 on December 31, 1995 as reported by the American Stock Exchange and after subtracting from the number of shares outstanding on that date the number of shares held by affiliates of the Registrant.

The number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date:

COMMON STOCK, $.01 PAR VALUE	2,550,340 SHARES
(Class)	(Outstanding at January 5, 1996 before 10% stock dividend payable February 8, 1996)

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the proxy statement for the 1996 Annual Meeting of Shareholders are incorporated by reference into Part III. See Item 14(a)(3) on page 49 for a listing of exhibits.

PART I

ITEM 1. BUSINESS

HEICO Corporation (the Company) is principally engaged in two business segments: the manufacture and sale of aerospace products and services through HEICO Aerospace Corporation (HEICO Aerospace), a wholly-owned subsidiary of the Company and the acquisition, development, and operation of high technology medical diagnostic imaging facilities through MediTek Health Corporation (MediTek), also a wholly-owned subsidiary of the Company. References in this Annual Report on Form 10-K to the "Company" include each of the Company's subsidiaries unless otherwise required by the context.

Financial information concerning the Company's operations in its two principal industry segments for the three years ended October 31, 1995 appears in Note 12 to the Consolidated Financial Statements. For a description of the general development of these businesses, see the narrative below.

The Company was organized in 1993 creating a new holding company known as HEICO Corporation and renaming the former holding company (formerly known as HEICO Corporation, organized in 1957) as HEICO Aerospace Corporation. The reorganization, which was completed in 1993, did not result in any change in the business of the Company, its consolidated assets or liabilities or the relative interests of its shareholders.

AEROSPACE PRODUCTS AND SERVICES

PRODUCTS AND DISTRIBUTION

The Company's Aerospace Products and Services business is operated through HEICO Aerospace and is composed principally of Jet Avion Corporation (Jet Avion), LPI Industries Corporation (LPI), and Aircraft Technology, Inc. (Aircraft Technology), all of which are wholly-owned subsidiaries.

JET AVION CORPORATION - Jet Avion, a Florida corporation, is engaged in the development and sale of certain replacement parts for commercial jet aircraft engines, principally combustion chambers, combustion chamber parts and other engine components for Pratt & Whitney JT8D engines, which are used in Boeing 727 and 737 and McDonnell Douglas DC-9 and MD-80 commercial aircraft. In 1991, Jet Avion commenced an expanded program to obtain additional Federal Aviation Administration ("FAA") approval to manufacture and sell other replacement parts. In the last three years, Jet Avion has obtained and is continuing to obtain FAA approvals on additional replacement parts for: JT8D engines; JT9D engines, which are used in Boeing 747 and 767, Airbus A300 and A310 and McDonnell Douglas DC-10 aircraft; PW2000 engines, which are utilized in Boeing 757 aircraft; and PW4000 engines which are utilized in Boeing 747 and 767, Airbus A300, A310 and A330 and McDonnell Douglas MD-11 aircraft.

Jet Avion sells its jet engine replacement parts principally to domestic and foreign commercial air carriers and aircraft repair (airmotive) companies through Jet Avion's sales force.

Jet Avion holds Parts Manufacturing Approvals (PMA) from the FAA for the JT8D and JT3D combustion chambers and certain other component parts of the JT3D, JT8D, JT9D, PW2000, and PW4000 engines. With PMA certification, Jet Avion may manufacture and sell approved replacement parts as FAA certified. This approval is obtained by submitting to the FAA a data package concerning replacement parts intended to be manufactured by the Company, and, if the FAA finds such parts qualify as original part replacements, PMA certification is then granted. For information regarding pending litigation relating to certain of Jet Avion's sales, see Item 3 to Part I of this Form 10-K.

LPI INDUSTRIES CORPORATION - LPI, a Florida corporation, is engaged in the production of a variety of component parts for the aerospace and defense industry. LPI manufactures and sells these component parts principally to original equipment manufacturers as a subcontractor and to the U.S. Government as a replacement parts supplier through LPI's sales force. Orders are obtained through competitive bidding and generally have contract terms from one to three years. Currently, orders extending beyond one year are not significant.

Effective in fiscal 1996, LPI became responsible for a substantial portion of the manufacturing of Jet Avion's products in addition to the LPI products. This consolidation of manufacturing has allowed the Company to remain a high quality and cost effective competitor as aerospace and defense industry customers face prospects of long-term reduction in defense spending and delays in new airframe deliveries, as well as increased foreign sourcing of jet engine component production.

AIRCRAFT TECHNOLOGY, INC. - Aircraft Technology is engaged primarily in the overhaul and repair of certain of JT8D and JT3D jet engine components and markets its services principally through Jet Avion's sales force.

ATI Heat Treat, a subsidiary of Aircraft Technology, provides commercial heat treating and brazing services to various manufacturing companies including the other HEICO Aerospace subsidiaries.

PRINCIPAL PRODUCTS AND CUSTOMERS

JT8D engine products and services accounted for approximately 51% of the Company's total consolidated sales in fiscal 1995, 40% in fiscal 1994 and 50% in fiscal 1993. No one aerospace customer accounted for sales of 10% or more of consolidated sales during any of the last three fiscal years. Military sales were less than 1% of the Company's consolidated sales in fiscal 1995.

COMPETITION

With respect to sales of jet engine replacement parts, the Company competes mainly with Pratt & Whitney, a division of United Technologies Corporation. The competition is based on price, service and ability to meet delivery commitments inasmuch as the Company's parts are interchangeable with the parts produced by Pratt & Whitney. The Company believes that it supplies a substantial portion of the market for certain JT8D engine parts for which it holds a PMA from the FAA, with Pratt & Whitney controlling the balance.

With respect to other aerospace products and services, the Company competes with a large number of machining, fabrication and repair companies, some of which have greater financial resources than the Company. Competition is based mainly on price, quality, service and technical capability.

BACKLOG

The backlog of unshipped orders for aerospace products and services as of October 31, 1995 was $23 million as compared to $14.3 million as of October 31, 1994 and $10.8 million as of October 31, 1993. The backlog includes amounts based on estimated quantities provided by customers pursuant to certain contracts aggregating approximately $14 million at October 31, 1995. Substantially all of this backlog of orders as of October 31, 1995 are expected to be delivered during fiscal 1996. For additional information regarding the Company's backlog, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Backlogs."

RESEARCH, DEVELOPMENT AND PRODUCT IMPROVEMENT ACTIVITIES

The Company has developed expanded engineering capabilities to manufacture and distribute additional jet engine parts as discussed above. In fiscal 1995, 1994 and 1993, the cost of such activities amounted to approximately $1,800,000, $1,200,000 and $1,000,000, respectively.

PATENTS, TRADEMARKS, ETC.

As discussed under "Products and distribution" above, the Company's PMAs from the FAA are material to the Company's aerospace business. The Company does not have any patents and believes that the loss of any of its trademarks or licenses would not materially adversely affect the Company.

RAW MATERIALS

The principal materials used in the manufacture of combustion chambers and combustion chamber parts are high temperature alloy sheet metal and castings. The alloy sheet metal and castings, as well as other raw materials, parts and components used by the Company's aerospace operations, are generally available from a number of sources and in sufficient quantities to meet current requirements subject to normal lead times.

HEALTHCARE SERVICES

SERVICES RENDERED

MediTek, through its wholly-owned subsidiaries and investment partnerships in which such subsidiaries serve as the managing partner, is engaged in the acquisition, development and operation of high technology medical diagnostic imaging facilities which specialize in magnetic resonance imaging (MRI), computed axial tomography (CT), ultrasound, and other state-of-the-art diagnostic technologies. MediTek offers its operation and management services to hospitals, physician groups and other health care providers. As of the end of fiscal 1995, MediTek operated a total of twelve high technology medical diagnostic facilities (centers). In addition, during fiscal 1995, MediTek entered into agreements to open its thirteenth and fourteenth centers in fiscal 1996, one in affiliation with a hospital in Newark, New Jersey and another center in the Birmingham, Alabama area.

The health care industry has expanded rapidly throughout the United States. This expansion is fueled by the demand for increased levels of patient care and an increased reliance on high-technology diagnostic and treatment equipment to support the industry's emphasis on wellness and prevention. Medical diagnostic imaging systems facilitate the diagnosis of disease and disorders at an early stage, often minimizing the amount and cost of care needed to stabilize or cure the patient and frequently obviating the need for invasive diagnostic procedures, such as exploratory surgery. Diagnostic imaging systems are based on the ability of energy waves to generate images of the body which can be displayed either on film or on a video monitor. Imaging systems have evolved from conventional x-ray to the advanced technologies of MRI, CT, nuclear medicine and ultrasound.

New regulatory and cost containment controls introduced by the government, insurance carriers and managed care organizations have also caused health care providers to pursue new approaches to delivering quality services to meet patient and physician demands while remaining both competitive and profitable.

MediTek offers the advantage of minimizing the health care provider's exposure to risk by matching the provider's needs with the appropriate technology and at the same time offering a full range of services in connection with purchasing equipment, constructing or remodeling facilities, patient billing and collection, training technical and support staff and overall marketing and management services.

MEDICAL REIMBURSEMENT PROGRAMS

Most patients rely upon reimbursement by third parties (such as insurance carriers, health maintenance and similar organizations, and government health care programs) to pay for medical services. Because of the high cost of such procedures, the amount and availability of reimbursement for procedures performed by MRI, CT and other high technology health care systems impact the use and revenues of such systems. The Company believes that, due to the continuing national concern with rising health care costs, the amount of reimbursement for healthcare services, including imaging services, is likely to be reduced. In addition, efforts to control health care costs could result in increased limitations on the use of expensive medical technology, including imaging services. Any significant reduction in reimbursements for imaging services or in utilization of such services could adversely affect MediTek's business.

Private insurance carriers generally reimburse service providers only the "reasonable and customary" amounts for medically necessary services. Reimbursement to MediTek by health maintenance or similar organizations is generally pursuant to a contractual arrangement involving a substantial price discount from standard prices. In most cases, the volume of work under such arrangements compensates for the discounted prices.

Medically necessary services provided to participants in the federal Medicare program are reimbursed only (i) if such services have been approved for reimbursement by the Health Care Financing Administration ("HCFA"), and (ii) in the amount authorized by Medicare intermediaries (generally insurance companies) on a geographical basis. The medical services currently provided by MediTek have been approved for reimbursement by HCFA. There are significant differences in the Medicare reimbursement rates for services in different locations. Medicare reimbursement rates are generally, but not always, lower than the reimbursement rates of third-party insurance carriers.

ACQUISITIONS AND NEW CENTER DEVELOPMENT

During fiscal 1995, MediTek opened two new centers: one in affiliation with a hospital in St. Petersburg, Florida, the Palms of Pasadena MRI Center and the second as a free standing center in the Atlanta, Georgia area, the Pinnacle Imaging Center. In addition, MediTek contracted to open new centers in Newark, New Jersey, the United MRI Center and in the Birmingham, Alabama area, the Greystone Imaging Center.

MediTek plans to take advantage of opportunities for growth within the high technology medical diagnostic services market by continuing to expand its operations to areas within the United States principally through acquiring and opening new centers in underserved markets.

See Management's Discussion and Analysis of Financial Condition and Results of Operations and Note 2 to the Consolidated Financial Statements for a description of the Company's acquisitions during the past three years.

IMAGING CENTERS, OWNERSHIP AND MODALITIES

The following table sets forth certain information concerning the centers owned/operated by MediTek as of October 31, 1995. The centers that are not owned by MediTek, either directly or through a wholly-owned subsidiary, are owned by partnerships of which MediTek is a general partner. MediTek provides management services to all of these centers and, accordingly, generally receives a management services fee ranging from 5% to 16% of center revenues.

LOCATION	NAME	ACQUIRED/ OPENED	OWNERSHIP	MODALITY(1)
Atlanta, GA	Premier Imaging No. 1 (Premier North)	October 1993	100%	MR
Atlanta, GA	Premier Imaging No. 2 (Premier South)	March 1994	100%	MR
Duluth, GA	Pinnacle Imaging Center	August 1995	51%	MR
Chatham, NJ	Chatham MRI, Inc.	October 1992	100%	MR,CT
Clearwater, FL	Sun Coast Imaging Center	March 1993	100%	MR
Tarpon Springs, FL	Helen Ellis MRI Center	March 1994	65%	MR
Orlando, FL	Imaging Center of Orlando	September 1991	50%	MR,CT,U, M,X
Palm Beach Gardens, FL	Palm Beach Gardens Imaging Center	February 1992	100%	MR,CT,NM, M,X,U (2)
St. Petersburg, FL	Palms of Pasadena MRI Center	March 1995	100%	MR
Tampa, FL	Imaging Center of Tampa	July 1993	100%	MR,CT,U, NM,X
Wellington, FL	MRI of Wellington	December 1991	49.5%	MR
Winter Park, FL	Winter Park MRI	September 1991	42%	MR
Newark, NJ	United MRI Center	(3)	100%	MR
Shelby County, AL	Greystone Imaging Center	(4)	100%	MR,CT,U, M,X

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(1)Modalities are magnetic resonance imaging (MR), computed axial tomography (CT), ultrasound (U), nuclear medicine (NM), mammography (M) and general x-ray (X).

(2)MR was added at the center in January 1996.

(3)Center is under construction and is expected to open in May 1996.

(4)Center is under construction and is expected to open in April 1996.

MediTek obtains its medical equipment and supplies from various manufacturers and is not dependent on any one supplier. The volume of equipment and supply acquisitions allows MediTek to negotiate what it believes are competitive terms. Acquisition costs for new equipment can vary significantly depending upon the model and peripheral equipment acquired. Currently, acquisition costs typically range between $400,000 and $2 million for MRI equipment, between $125,000 and $1 million for CT equipment and between $30,000 and $250,000 for ultrasound equipment. MediTek, its wholly-owned centers and its managed partnerships either lease their equipment and facilities under operating or capital leases or utilize debt financing for their acquisitions.

COMPETITION

The health care industry in general, and the market for diagnostic imaging services in particular, are highly competitive. At present, diagnostic imaging is performed in hospitals, private physician's offices, clinics operated by group practices of physicians and independent imaging centers. Competition focuses on physician referrals at the local market level. Principal competitors of the Company are hospitals and physician-affiliated imaging centers, some of which have greater resources than the Company. In competing for customers requiring the opening of a new diagnostic imaging center, such as hospitals or clinics, MediTek competes with numerous equipment manufacturers, leasing companies, physician groups and other providers of medical imaging services. Many of these competitors also have substantially greater resources than the Company.

In marketing its services to hospitals, physicians, managed care organizations and other health care providers, MediTek emphasizes its commitment to quality and the dependability of its service.

GOVERNMENT REGULATION

The health care industry is highly regulated. MediTek currently operates in Florida, Georgia and New Jersey and is subject to various federal and state laws and regulations concerning such matters as licensing of facilities and personnel, physician referrals, construction of new health care facilities and the acquisition of major medical equipment by health care facilities. The Company believes that MediTek's operations currently comply with all applicable laws and regulations and will continue to monitor federal and state activities in enforcing and enacting legislation and regulations which affect its business to determine what action, if any, may be necessary to comply with pending legislation or new interpretations of existing laws. However, there can be no assurance that subsequent laws, changes in present laws or interpretations of laws will not adversely affect the Company's high technology medical services business.

The establishment, marketing and operation of MediTek's operations are subject to state laws prohibiting the practice of medicine by non-physicians and the rebate or division of fees between physicians and non-physicians. Such laws may also limit the manner in which patients may be solicited. Any determination that MediTek is engaged in the unauthorized practice of medicine could have a materially adverse effect by prohibiting MediTek's subsidiaries or partnerships from continuing their current procedures for conducting business. Management believes that its operations do not involve the practice of medicine because all professional medical services relating to its operations, such as the reading of the scans and related diagnosis, are separately provided by licensed physicians.

All of MediTek's subsidiaries and partnerships are subject to the federal Medicare and Medicaid anti-kickback laws which prohibit the offer, payment, solicitation or receipt of any form of remuneration in return for referring Medicare or Medicaid patients or purchasing, leasing, ordering or arranging for any item or service that is covered by Medicare or Medicaid. The law provides severe penalties for engaging in prohibited acts, including criminal sanctions and exclusion from the Medicare and Medicaid programs. The exclusion from participation in the Medicare-Medicaid programs would materially adversely affect the Company's high technology medical services business.

In July 1991, the Department of Health and Human Services (HHS) issued "safe harbor" regulations that set forth provisions which, if met, will assure a partnership that distributions of profits to its partners who refer patients to or provide services for the partnership will be deemed not to violate the federal Medicare-Medicaid fraud and abuse statutes. The Company believes that none of MediTek's partnerships violates such statutes.

In 1993, Congress enacted legislation within the Federal Omnibus Budget Reconciliation Act of 1993 which generally prohibits physicians from referring Medicare or Medicaid patients to any entity which provides any of a broad range of health services (including diagnostic imaging services) if the physician has (i) an ownership or investment interest in the entity providing such health care service, or (ii) otherwise receives compensation (broadly defined in the legislation) from the entity. Further, the entity may not bill for any service furnished to patients pursuant to a prohibited referral. The legislative prohibitions became effective January 1, 1995. The Company does not believe that this legislation will materially adversely affect the structure of its operations because physician participation in ownership through existing MediTek partnerships terminated prior to 1995. Further, this legislation could assist MediTek's operations through increasing MediTek's opportunities to acquire existing centers at favorable prices if physicians choose to divest themselves of their ownership to ensure compliance.

Current discussions within the Federal government regarding national health care reform are emphasizing containment of health care costs as well as expansion of the number of eligible parties. The Company believes that because of its emphasis on cost-effective, quality health care, it is well-positioned to take advantage of the reformed delivery system. However, there can be no assurance that the Company will be able to achieve its goal of maintaining and increasing its business as a result of such reform.

The States of Florida, New Jersey and Georgia have each enacted laws that restrict or prohibit physicians from referring patients to health care facilities in which such physicians have a financial interest. The Florida law applicable to diagnostic imaging centers became effective October 1994 and referring physician participation in ownership of existing MediTek partnerships terminated prior to the legislation's effective date. Although the Company does not believe that these laws will have a material adverse effect on its operations in these states, there can be no assurance that these laws will not be interpreted or applied in such a way as to create such a material adverse effect, or that these states, or other states in which the Company does business, will not adopt similar or more restrictive laws or regulations that could have such a material adverse effect.

The above referenced Florida legislation also imposed, with certain exceptions, a cap on the fees charged by all providers of designated health services (including diagnostic imaging services) equal to 115% of the Medicare limiting charge for such service (the "Fee Cap"). The Fee Cap was subsequently found to be unconstitutional and has never been enforced. The new legislation provided administrative penalties for each violation of these Fee Cap provisions. As enacted, the legislation contained a provision which exempted group practices and hospitals from the Fee Cap.

In June 1994, the Second Judicial Circuit Court of Florida, in and for Leon County (the "State Court") in a lawsuit in which MediTek was a co-plaintiff ruled that the Fee Caps passed by the State of Florida's legislature violated the Constitution of the State and, therefore, are unenforceable. In February 1995, the State Court issued an order granting final summary judgment that the Fee Caps were unconstitutional for providers of diagnostic imaging services. The State Court's ruling was upheld on appeal.

As a result of the State Court's decision, MediTek is not subject to the Fee Caps. Although MediTek, the State Court and the State District Court of Appeals believe that the Fee Caps violate the Florida Constitution, there can be no assurance that the State Court's decision will not be reversed, or that the Fee Caps will ultimately be found to be unconstitutional or that the Fee Caps would not be reinstated retroactively to the initial effective date. Imposition of Fee Caps could have a materially adverse impact upon MediTek's operations within Florida, which contributed approximately 51% of MediTek's income from operations for fiscal 1995.

Many states, including New Jersey and Georgia, have programs (frequently referred to as "certificate of need" or "CON" programs) that control and regulate the construction of health care facilities and the acquisition by health care facilities of major medical equipment. Although such programs vary, a CON generally is required before constructing a "health care facility" and before a health care facility acquires capital intensive medical equipment or services. Some states require a CON for any purchase or lease of major medical equipment, such as an MRI or CT system, regardless of whether a health care facility is involved. The CON application process may be lengthy and costly. MediTek evaluates each opportunity for a new project separately and does not necessarily reject a potential project simply because it necessitates a CON, although the time and expense required to obtain a CON would be a factor in determining whether to proceed.

INSURANCE

MediTek maintains workers' compensation, general liability, commercial property and professional liability insurance in amounts deemed adequate by management. There is no assurance, however, that claims will not exceed the amount of the insurance coverage obtained or that the claims may not be excluded from coverage under the policies.

BACKLOG

Backlog is not a material aspect of MediTek's business.

RESEARCH AND DEVELOPMENT

MediTek does not engage in any material research and development activities.

PATENTS, TRADEMARKS, ETC.

The Company believes that its healthcare services business is not dependent upon any patents, trademarks, licenses, franchises or concessions.

RAW MATERIALS

The Company believes that the chemicals and other materials and supplies used in its healthcare services business are readily available from a number of sources.

GENERAL

EMPLOYEES

At the end of fiscal 1995, the Company and its subsidiaries employed approximately 310 persons, of which 195 were employed within the aerospace products and services segment and 110 were employed within the healthcare services segment.

ENVIRONMENTAL REGULATION

Compliance with federal, state and local provisions relating to the protection of the environment has not had and is not expected to have a material effect upon the capital expenditures, earnings or competitive position of the Company.

SEASONALITY

The Company believes that its business activities are not seasonal.

FINANCIAL INFORMATION ABOUT FOREIGN AND DOMESTIC OPERATIONS AND EXPORT SALES

The Company has no operations located outside of the United States. See Note 12 to the Consolidated Financial Statements for additional information regarding the Company's export sales.

ITEM 2. PROPERTIES

The Company's headquarters is located at 3000 Taft Street, Hollywood, Florida and occupies approximately 5,000 square feet of office space at this location. HEICO Aerospace and its subsidiaries occupy the remainder of this 140,000 square foot facility, which is owned by HEICO Aerospace.

MediTek occupies 4,600 square feet for its home office in Miami, Florida, under a lease expiring in 1996 with a renewable one year term. In addition, MediTek owns two medical condominium suites utilized for one of its medical imaging centers aggregating approximately 4,300 square feet. MediTek's six other centers, excluding five centers owned through partnerships, occupy facilities ranging in size from approximately 1,000 to 4,100 square feet, containing approximately 19,000 square feet of space in the aggregate. Center leases expire between September 1997 and August 2005 and, in certain instances, contain options to renew.

The Company and its subsidiaries have adequate capacity to handle their anticipated needs for the foreseeable future. The real property owned by the Company is subject to mortgages. See Notes 6 and 7 to the Consolidated Financial Statements.

ITEM 3. LEGAL PROCEEDINGS

In November 1989, HEICO Aerospace and Jet Avion were named defendants in a complaint filed by United Technologies Corporation (United) in the United States District court for the Southern District of Florida. The complaint, as amended in fiscal 1995, alleges infringement of a patent, misappropriation of trade secrets and unfair competition relating to certain jet engine parts and coatings sold by Jet Avion in competition with Pratt & Whitney, a division of United. United seeks approximately $10 million in damages for the patent infringement and approximately $30 million in damages for the misappropriation of trade secrets and the unfair competition claims. The aggregate damages referred to in the preceding sentence do not exceed approximately $30 million because a portion of the misappropriation and unfair competition damages duplicate the $10 million patent infringement damages. The complaint also seeks, among other things, pre-judgment interest and treble damages.

In July and November 1995, the Company filed its answers to United's complaint denying the allegations. In addition, the Company filed counterclaims against United for, among other things, malicious prosecution, trade disparagement, tortious interference, unfair competition and antitrust violations. The Company is seeking treble, compensatory and punitive damages in amounts to be determined at trial. United filed its answer denying certain counterclaims and moved to dismiss other counterclaims. No trial date has been set.

Based on currently known facts, the Company's legal counsel has advised that it believes that the Company should be able to successfully defend the patent infringement claims alleged in United's complaint. With respect to the misappropriation and unfair competition claims, legal counsel to the Company has advised that it believes the likelihood that United will be able to prove a case regarding such claims within the statute of limitations is remote. Further, the Company intends to vigorously pursue its counterclaims against United. The ultimate outcome of this litigation is not certain at this time and no provision for gain or loss, if any, has been made in the accompanying consolidated financial statements.

The Company is involved in various other legal actions arising in the normal course of business. After taking into consideration legal counsel's evaluation of such actions, management is of the opinion that the outcome of these other matters will not have a significant effect on the Company's consolidated financial statements.

See also the reference to plaintiff litigation in Item 1. Business - Healthcare Services, "Government regulation."

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITIES HOLDERS

There were no matters submitted to a vote of securities holders during the fourth quarter of fiscal 1995.

EXECUTIVE OFFICERS OF THE REGISTRANT

The Executive Officers are elected by the Board of Directors at the first meeting following the annual meeting of shareholders and serve at the discretion of the Board. The names and ages of, and offices held by, the executive officers of the Company are as follows:

NAME	AGE	OFFICE
Laurans A. Mendelson	57	Chairman of the Board, President and Chief Executive Officer of the Company and MediTek Health Corporation
Thomas S. Irwin	49	Executive Vice President and Chief Financial Officer of the Company
Eric A. Mendelson	30	Director, Vice President of Aerospace Operations of the Company; President of HEICO Aerospace Corporation
Victor H. Mendelson	28	Vice President of Healthcare Operations and General Counsel of the Company; Executive Vice President and Chief Operating Officer of MediTek Health Corporation
Joseph A. Paul	38	Vice President of Corporate Development of the Company; Executive Vice President of MediTek Health Corporation; and President of MediTek Healthcare Management, Inc.
Lawrence H. Wheeler	40	Controller and Treasurer of the Company

Mr. Laurans Mendelson has served as Chairman of the Board of the Company since December 1990 and as Co-Chairman of the Board of the Company from January 1990 until December 1990. Mr. Mendelson has also served as Chief Executive Officer of the Company since February 1990, President of the Company since September 1991 and President of MediTek Health Corporation since May 1994. He has been Chairman of the Board of Ambassador Square, Inc. (a Miami, Florida real estate development and management company) since 1980 and President of that company since 1988. He has been Chairman of Columbia Ventures, Inc. (a private investment company) since 1985 and President of that company since 1988. Mr. Mendelson is a Certified Public Accountant.

Mr. Irwin has served as Executive Vice President of the Company since September 1991 and served as Senior Vice President of the Company since June 1986 and as Vice President and Treasurer since 1982. He also served as Acting President and Chief Operating Officer of the Company from December 1989 to September 1991 and as Acting President of Jet Avion from March 1990 to April 1993. Mr. Irwin is a Certified Public Accountant.

Mr. Eric Mendelson has served on the Company's Board of Directors since July 1992. He has served as President of HEICO Aerospace Corporation since April 1993 and as Vice President of Aerospace Operations since March 1992. He served as Director of Planning and Operations of the Company and Executive Vice President of Jet Avion Corporation from 1990 to March 1992. Eric Mendelson is the son of Laurans Mendelson.

Mr. Victor Mendelson has served as General Counsel of the Company since 1993 and Executive Vice President of MediTek Health Corporation since 1994 and its Chief Operating Officer since 1995. He was the Company's Associate General Counsel from 1992 until 1993. From 1990 until 1992, he worked on a consulting basis with the Company and MediTek developing and analyzing various strategic opportunities. He is a member of the American Bar Association and the Florida Bar. Victor Mendelson is the son of Laurans Mendelson.

Mr. Paul joined the Company as Vice President of the Company and Executive Vice President of MediTek Health Corporation in September 1991 and has served as President of MediTek Healthcare Management, Inc. and each of MediTek Health Corporation's operating subsidiaries since May 1994. Since January 1996, he has served as Vice President of Corporate Development of the Company. He has been Vice President of Ambassador Square, Inc. (a real estate development and management company) since 1981 and has been Vice President of Columbia Ventures, Inc. (a private investment company) since 1988. Mr. Paul is a Certified Public Accountant.

Mr. Wheeler has served as Controller of the Company since March 1986 and as Treasurer since March 1991. He served as Assistant Treasurer from March 1986 to March 1991. Mr. Wheeler is a Certified Public Accountant.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON STOCK AND RELATED STOCKHOLDER MATTERS

The Company's common stock is traded on the American Stock Exchange under the Symbol "HEI". The following table sets forth the quarterly high and low sales prices for the common stock on the American Stock Exchange and the amounts of cash dividends paid per share during the last two fiscal years. In July 1995, the Company paid a 10% stock dividend in addition to its semi-annual cash dividend. In December 1995, the Company declared a second 10% stock dividend and a semi-annual cash dividend of $.075 per share, both payable February 8, 1996 to shareholders of record on January 16, 1996. The quarterly sales prices and cash dividend amounts set forth below have been retroactively adjusted for the stock dividends.

	1995			1994		
FISCAL QUARTER	HIGH	LOW	DIVIDENDS PER SHARE	HIGH	LOW	DIVIDENDS PER SHARE
First	8.78	7.44	$.062	12.19	9.40	$.062
Second	12.40	8.68	--	10.33	8.78	--
Third	15.46	11.67	$.068	8.99	7.54	$.062
Fourth	17.95	13.52	--	8.78	7.75	--

The Company had approximately 1,300 shareholders of record as of December 31, 1995.

ITEM 6. SELECTED FINANCIAL DATA

	YEAR ENDED OCTOBER 31,				
	1995	1994	1993	1992	1991
	(in thousands of dollars, except per share data)				
OPERATING DATA					
Net sales	$ 40,379	$ 32,393	$ 25,882	$ 21,729	$ 25,368
Gross profit from sales	$ 12,504	$ 9,673	$ 6,777	$ 6,682	$ 8,590
Selling, general and administrative expenses	$ 7,967	$ 7,279	$ 6,263	$ 6,121	$ 5,462
Litigation costs (net of insurance recovery in 1993 and 1992)	$ ---	$ ---	$ (190)	$ (350)	$ 758
Non-recurring charges	$ ---	$ ---	$ ---	$ 1,900(1)	$ ---
Interest expense	$ 375	$ 199	$ 339	$ 218	$ 170
Income (loss) from continuing operations before cumulative effect of change in accounting principle	$ 2,695	$ 1,470	$ 534	$ (580)	$ 2,363
Income from discontinued operations	$ ---	$ ---	$ 450(2)	$ ---	$ ---
Cumulative effect on prior years of change in accounting principle	$ ---	$ 381	$ ---	$ ---	$ ---
Net income (loss)	$ 2,695	$ 1,851	$ 984	$ (580)	$ 2,363
Weighted average number of common and common equivalent shares (3)	2,921,416	2,779,594	2,859,612	2,739,107	3,011,700
Income (loss) per share from continuing operations before cumulative effect of change in accounting principle (3)	$ .92	$ .53	$ .19	$ (.21)	$ .78
Cumulative effect per share of change in accounting principle (3)	$ ---	$ .14	$ ---	$ ---	$ ---
Net income (loss) per share (3)	$ .92	$ .67	$ .34	$ (.21)	$ .78
Cash dividends per share (3)	$ .13	$ .124	$ .124	$ .124	$ .083
BALANCE SHEET DATA					
Working capital	$ 14,755	$ 12,691	$ 12,517	$ 14,633	$ 20,672
Net property, plant and equipment	$ 9,296	$ 8,608	$ 7,734	$ 8,478	$ 7,564
Total assets	$ 47,401	$ 39,020	$ 33,738	$ 46,425	$ 37,534
Long-term debt	$ 7,076	$ 4,402	$ 2,864	$ 3,092	$ 2,006
Shareholders' equity	$ 30,146	$ 27,061	$ 25,513	$ 25,556	$ 28,832

(1)Represents a non-recurring charge for the restructuring of the aerospace products and services segment.

(2)Represents a reversal of a portion of reserves for costs related to the laboratory products segment disposed of in 1990, which were determined not to be required.

(3)Information has been adjusted to reflect a 10% stock dividend paid in July

1995 and a second 10% stock dividend declared in December 1995.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

Net sales in fiscal 1995 totaled $40,379,000, up 25% when compared to net sales of $32,393,000 in fiscal 1994 and up 56% when compared to net sales of $25,882,000 in fiscal 1993. The Company's net sales exclude revenues of $5.8 million in fiscal 1995, $6.4 million in fiscal 1994 and $6.5 million in fiscal 1993 from three medical diagnostic imaging centers, in which the Company's partnership investments are accounted for under the equity method.

The Company's net income totaled $2,695,000, or $.92 per share, in fiscal 1995, improving significantly from net income of $1,851,000, or $.67 per share, in fiscal 1994 and $984,000, or $.34 per share, in fiscal 1993. The Company paid a 10% stock dividend in July 1995 and declared a second 10% stock dividend in December 1995. All earnings per share, dividends per share and common stock outstanding information has been adjusted to give effect to these stock dividends for all years presented.

Net income for fiscal 1994 included $381,000, or $.14 per share, from the cumulative effect on prior years of a change in accounting for income taxes. Net income for fiscal 1993 included $450,000, or $.16 per share, related to the disposal of a discontinued operation in fiscal 1990. Net income from continuing operations, which excludes both these items, increased from $.19 per share in fiscal 1993 and $.53 per share in fiscal 1994 to $.92 per share in fiscal 1995.

The increase in fiscal 1995 sales over fiscal 1994 sales reflects a 33% increase in revenues of the Company's aerospace products and services segment (HEICO Aerospace) and a 12% increase in revenues of the Company's healthcare services segment (MediTek).

Net sales of HEICO Aerospace totaled $25,613,000, $19,212,000 and $19,856,000 in fiscal years 1995, 1994 and 1993, respectively. The increase in HEICO Aerospace sales from fiscal 1994 to fiscal 1995 is principally due to an increase in the sales volumes of jet engine parts. HEICO Aerospace sales in fiscal 1994 remained relatively flat when compared to sales in fiscal 1993 primarily due to the increases in sales volumes of jet engine parts being offset by selling price reductions on certain products.

MediTek's net sales, excluding the net sales of the unconsolidated partnerships, totaled $14,766,000, $13,181,000 and $6,026,000 in fiscal years 1995, 1994 and 1993, respectively. These gains result principally from acquisitions of three medical diagnostic imaging centers and the opening of four new medical diagnostic imaging centers since the beginning of fiscal 1993. For further information regarding the acquisitions, see Note 2 to the Consolidated Financial Statements.

The net income improvement in fiscal 1995, fiscal 1994 and fiscal 1993 reflects the improved earnings of both HEICO Aerospace and MediTek as further discussed below.

RESULTS OF CONTINUING OPERATIONS

BACKLOGS

The Company's order backlog for HEICO Aerospace products as of the end of fiscal 1995 totaled $23 million including $14 million representing forecasted fiscal 1996 shipments for certain contracts (the "Contracts") pursuant to which customers provide estimated annual usage. The fiscal 1995 backlog levels, excluding amounts relating to the Contracts, remained level with the prior year. The backlog relating to the Contracts increased from $6 million as of the end of fiscal 1994 principally as a result of increased demand and sales incentives offered by the Company. MediTek's order backlog is insignificant due to the nature of its operations.

GROSS MARGINS AND OPERATING EXPENSES

Gross profit margins of HEICO Aerospace averaged 31.7% in fiscal 1995 as compared to 30.4% in fiscal 1994 and 25.8% in fiscal 1993. The improvement in HEICO Aerospace margins in fiscal years 1995 and 1994 reflect volume increases in sales of higher margin products, volume decreases in sales of lower margin products and manufacturing cost reductions.

Gross profit margins of MediTek averaged 29.7% in fiscal 1995 as compared to 29.1% in fiscal 1994 and 27.5% in fiscal 1993. The higher margins in the current year are due principally to improved performance at certain centers resulting primarily from higher sales volumes and efforts to lower service costs. The increase in margins in fiscal 1994 is due principally to the addition of new centers with greater operating margins.

Selling, general and administrative (SG&A) expenses were $8.0 million in fiscal 1995, $7.3 million in fiscal 1994 and $6.3 million in 1993. As a percentage of net sales, SG&A expenses declined from 24.2% in fiscal 1993 to 22.5% in fiscal 1994 and 19.7% in fiscal 1995, reflecting continuing efforts to control costs. The $700,000 increase from fiscal 1994 to fiscal 1995 is due principally to increased general corporate expenses and increased HEICO Aerospace selling expenses, partially offset by the effects of expense reduction programs at MediTek. The $1 million increase in SG&A expenses from fiscal 1993 to fiscal 1994 is due principally to the growth of MediTek's operations, an increase in HEICO Aerospace's sales efforts and an increase in general corporate expenses.

The equity in the loss of unconsolidated partnerships during the past three fiscal years is primarily attributable to losses at one center. This center was merged into a new unconsolidated partnership with another previously unrelated center in August 1995. The merger has significantly improved operations of this center and resulted in a decrease in the Company's equity in loss of unconsolidated partnerships from fiscal 1994 to fiscal 1995. The equity in loss of unconsolidated partnerships includes costs representing the management services fee income included in consolidated net sales as part of healthcare services sales. This income totaled $526,000 in fiscal 1995, $661,000 in fiscal 1994 and $666,000 in fiscal 1993.

Fiscal 1993 operating expenses also include benefits from insurance recoveries of certain litigation defense costs in the amount of $190,000. The Company is also seeking reimbursement for additional previously incurred and expensed costs. However, no additional recovery, if any, has yet to be recorded.

INCOME FROM OPERATIONS

Fiscal 1995 income from operations of $4,206,000 increased $2.3 million, or 115%, over that of fiscal 1994. Current year income from operations includes operating income from HEICO Aerospace of $4,907,000, representing a $2.0 million, or 67%, increase over that of fiscal 1994, and operating income from MediTek of $2,495,000, representing an $880,000, or 54%, increase over that of fiscal 1994. MediTek's operating income includes the equity in the loss of unconsolidated partnerships. These improvements in operating income at HEICO Aerospace and MediTek are due primarily to the increases in sales and gross margins discussed above.

Fiscal 1994 income from operations of $1,955,000, which represents an increase of $1.6 million over that of fiscal 1993, reflects operating income from HEICO Aerospace of $2,938,000 and operating income from MediTek of $1,615,000. The HEICO Aerospace and MediTek fiscal 1994 income from operations increased $450,000 and $1,677,000, respectively, over fiscal 1993 amounts due primarily to the improved gross profit margins at HEICO Aerospace and improved sales and gross profit margins at MediTek discussed above.

Fiscal 1993 income from operations of $397,000 reflects operating income from HEICO Aerospace of $2,488,000 offset by an operating loss of $62,000 at MediTek. MediTek, which started operations in September 1991, began to operate profitably during the second half of fiscal 1993.

INTEREST EXPENSE

Fiscal 1995 interest expense increased by $176,000 over fiscal 1994 interest expense due primarily to increases in long-term debt associated with equipment financing and the late fiscal 1994 borrowing from the Company's term loan credit facility to partially finance MediTek's fiscal 1994 acquisitions (see Note 6 to the Consolidated Financial Statements).

Interest expense decreased $140,000 in fiscal 1994 from fiscal 1993 principally due to the January 1993 repayment of $10,000,000 of debt borrowed under a revolving loan during fiscal 1993.

INTEREST AND OTHER INCOME

Interest and other income in fiscal 1995 increased $212,000 over that of fiscal 1994 due principally to an increase in market interest rates, an increase in invested cash and profits from the sale of certain excess equipment of HEICO Aerospace.

Fiscal 1994 interest and other income declined by $146,000 from that of fiscal 1993 due to a decrease in invested cash primarily attributable to the repayment of the $10 million revolving loan and cash used in acquisitions by MediTek.

INCOME TAXES

The Company's effective tax rate in fiscal 1995 was greater than that of fiscal 1994 and fiscal 1993 due principally to the reduced impact of tax benefits on export sales and investment income as a result of the higher level of income from operations.

The Company's fiscal 1994 and 1993 effective income tax rates were less than the statutory rate primarily due to tax benefits on export sales and investment income, and the reversal of excess tax provisions upon completion of tax audits. For a detailed analysis of the provisions for income taxes and a discussion of new income tax accounting standards adopted in fiscal 1994, see Notes 1 and 8 to the Consolidated Financial Statements.

INCOME FROM CONTINUING OPERATIONS BEFORE CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING PRINCIPLE

Fiscal 1995 income from continuing operations before cumulative effect of change in accounting principle totaled $2,695,000 and increased $1,225,000, or 83%, over that of fiscal 1994, which increased $936,000, or 175%, over that of fiscal 1993. Both increases were due principally to the aforementioned improvements in fiscal 1995 and 1994 income from operations.

INFLATION

The Company has generally experienced increases in its costs of labor, materials and services consistent with overall rates of inflation. The impact of such increases on the Company's income from continuing operations has been generally minimized by efforts to lower costs through manufacturing and service efficiencies and cost reductions.

LIQUIDITY AND CAPITAL RESOURCES

The Company's cash flow from operations aggregated $13.6 million over the last three years, including $7.1 million in fiscal 1995. The Company's current ratio remained strong at 3 to 1 as of October 31, 1995 and working capital increased by $2.1 million in fiscal 1995.

During the past three years, the Company's principal investing activities were the use of an aggregate of $7.8 million in connection with acquisitions by MediTek, including $2.1 million in fiscal 1995, the purchase of $2.9 million of short-term investments during fiscal 1995 as well as purchases of property, plant and equipment aggregating $3 million which were made primarily by the aerospace operations.

The Company's principal financing activities during the same three year period were the use of an aggregate of $12.6 million for the payment of funds for scheduled payments on short-term debt, long-term debt and capital leases, including the fiscal 1993 repayment of a $10 million revolving loan. In addition, the Company received funds from the issuance of long-term debt aggregating $1.7 million and used funds for the open market purchase of an aggregate of 96,900 shares of its stock for cash consideration totaling $1.0 million.

In June 1995, the Company increased the amount available under its existing credit facility by $2 million to $7 million and improved certain other terms and conditions of the facility. See Note 6 to the Consolidated Financial Statements for further information.

Funds necessary for future capital expenditures, debt and capital lease payments, contingent notes payable related to acquisitions and working capital requirements are expected to be derived primarily from current cash resources and internally generated funds.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA
HEICO CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
October 31, 1995 and 1994

ASSETS

	1995	1994
Current assets:		
Cash and cash equivalents	$ 4,664,000	$ 5,030,000
Short-term investments	2,939,000	--
Accounts receivable, net	6,709,000	5,720,000
Inventories	5,359,000	5,261,000
Prepaid expenses and other current assets	1,373,000	1,329,000
Deferred income taxes	1,593,000	1,251,000
Total current assets	22,637,000	18,591,000
Property, plant and equipment, net	9,296,000	8,608,000
Intangible assets, net	12,445,000	10,169,000
Investments in and advances to unconsolidated partnerships	2,094,000	1,152,000
Other assets	929,000	500,000
Total assets	$47,401,000	$39,020,000

See notes to consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

HEICO CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

October 31, 1995 and 1994

LIABILITIES AND SHAREHOLDERS' EQUITY

	1995	1994
Current liabilities:		
Current maturities of long-term debt and capital leases	$ 794,000	$ 1,054,000
Trade accounts payable	1,499,000	1,048,000
Accrued expenses and other current liabilities	5,046,000	3,597,000
Income taxes payable	543,000	201,000
Total current liabilities	7,882,000	5,900,000
Long-term debt and capital leases, net of current maturities	7,076,000	4,402,000
Deferred income taxes	1,720,000	1,623,000
Other non-current liabilities	470,000	--
Total liabilities	17,148,000	11,925,000
Minority interests	107,000	34,000
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, par value $.01 per share; Authorized - 10,000,000 shares issuable in series, 50,000 designated as Series A Junior Participating Preferred Stock, none issued	--	--
Common stock, $.01 par value; Authorized - 20,000,000 shares; Issued - 2,796,299 shares in 1995 (including 254,209 shares to be issued on February 8, 1996 as a stock dividend) and 2,266,646 in 1994	28,000	23,000
Capital in excess of par value	8,371,000	22,000
Retained earnings	25,439,000	30,994,000
	33,838,000	31,039,000
Less: Note receivable from employee savings and investment plan	(3,692,000)	(3,978,000)
Total shareholders' equity	30,146,000	27,061,000
Total liabilities and shareholders' equity	$47,401,000	$39,020,000

See notes to consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA
HEICO CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
For the years ended October 31, 1995, 1994 and 1993

	1995	1994	1993
Revenues:			
Aerospace products and services, net of returns and allowances..........	$25,613,000	$19,212,000	$19,856,000
Healthcare services, net of allowances.............................	14,766,000	13,181,000	6,026,000
Net sales................................	40,379,000	32,393,000	25,882,000
Operating costs and expenses:			
Cost of aerospace products and services (Note 14).....................	17,497,000	13,377,000	14,737,000
Cost of healthcare services.............	10,378,000	9,343,000	4,368,000
Selling, general and administrative expenses...............................	7,967,000	7,279,000	6,263,000
Equity in loss of unconsolidated partnerships (Note 14).................	331,000	439,000	307,000
Insurance recovery (net of litigation costs) (Note 14).......................	--	--	(190,000)
Total operating costs and expenses.......	36,173,000	30,438,000	25,485,000
Income from operations...................	4,206,000	1,955,000	397,000
Interest expense.........................	(375,000)	(199,000)	(339,000)
Interest and other income................	673,000	461,000	607,000
Minority interests in consolidated partnerships...........................	(144,000)	(34,000)	--
Income from continuing operations before income taxes and cumulative effect of change in accounting principle.............................	4,360,000	2,183,000	665,000
Income tax expense	1,665,000	713,000	131,000
Income from continuing operations before cumulative effect of change in accounting principle.........	2,695,000	1,470,000	534,000
Income from discontinued operations (Note 14)..............................	--	--	450,000
Cumulative effect on prior years of change in accounting principle.........	--	381,000	--
Net income	$ 2,695,000	$ 1,851,000	$ 984,000
Income per share from continuing operations before cumulative effect of change in accounting principle......	$0.92	$0.53	$0.19
Cumulative effect per share of change in accounting principle...................	$ --	$0.14	$ --
Net income per share.....................	$0.92	$0.67	$0.34
Weighted average number of common and common equivalent shares outstanding...	2,921,416	2,779,594	2,859,612

See notes to consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA
HEICO CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
For the years ended October 31, 1995, 1994 and 1993

	COMMON STOCK	CAPITAL IN EXCESS OF PAR VALUE	RETAINED EARNINGS	NOTE RECEIVABLE	TOTAL
Balances, October 31, 1992	$ 23,000	$ -0-	$29,764,000	$ (4,231,000)	$25,556,000
Repurchases and retirements of 67,600 shares of common stock	--	--	(678,000)	--	(678,000)
Cash dividends ($.124 per share)	--	--	(349,000)	--	(349,000)
Net income for the year	--	--	984,000	--	984,000
Balances, October 31, 1993	23,000	-0-	29,721,000	(4,231,000)	25,513,000
Exercise of stock options (2,200 shares)	--	22,000	--	--	22,000
Payment on note receivable from employee savings and investment plan	--	--	--	253,000	253,000
Repurchases and retirements of 16,300 shares of common stock	--	--	(238,000)	--	(238,000)
Cash dividends ($.124 per share)	--	--	(340,000)	--	(340,000)
Net income for the year	--	--	1,851,000	--	1,851,000
Balances, October 31, 1994	23,000	22,000	30,994,000	(3,978,000)	27,061,000
Exercise of stock options (59,095 shares)	1,000	589,000	--	--	590,000
Payment on note receivable from employee savings and investment plan	--	--	--	286,000	286,000
Repurchases and retirements of 13,000 shares of common stock	--	(117,000)	--	--	(117,000)
Cash dividends ($.13 per share)	--	--	(369,000)	--	(369,000)
10% common stock dividend paid (229,349 shares)	2,000	3,240,000	(3,242,000)	--	--
10% common stock dividend payable February 8, 1996 (254,209 shares)	2,000	4,637,000	(4,639,000)	--	--
Net income for the year	--	--	2,695,000	--	2,695,000
Balances, October 31, 1995	$ 28,000	$ 8,371,000	$25,439,000	$ (3,692,000)	$30,146,000

See notes to consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA
HEICO CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the years ended October 31, 1995, 1994 and 1993

	1995	1994	1993
Cash flows from operating activities:			
Net income	$ 2,695,000	$ 1,851,000	$ 984,000
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	2,638,000	2,000,000	1,582,000
Loss from unconsolidated partnerships	590,000	724,000	519,000
Minority interest in consolidated partnerships	144,000	34,000	--
Deferred income taxes	(245,000)	171,000	517,000
Deferred financing costs	(56,000)	(255,000)	--
Cumulative effect of change in accounting principle	--	(381,000)	--
Income from discontinued operations	--	--	(450,000)
Change in assets and liabilities:			
(Increase) in accounts receivable	(967,000)	(717,000)	(104,000)
(Increase) decrease in inventories	(98,000)	(588,000)	1,527,000
(Increase) in prepaid expenses and other current assets	(147,000)	(190,000)	(632,000)
Increase (decrease) in trade payables, accrued expenses and other current liabilities	2,111,000	1,014,000	(986,000)
Increase (decrease) in income taxes payable and deferred income taxes	488,000	10,000	(124,000)
Other	(97,000)	--	--
Net cash provided by operating activities	7,056,000	3,673,000	2,833,000
Cash flows from investing activities:			
Purchase of short-term investments	(2,939,000)	--	--
Acquisitions:			
Contingent note payments	(1,945,000)	(1,560,000)	(36,000)
Other	(154,000)	(1,518,000)	(2,611,000)
Advances to unconsolidated partnerships	(480,000)	(114,000)	(1,040,000)
Purchases of property, plant and equipment	(800,000)	(1,165,000)	(1,024,000)
Payments for deferred organization costs	(358,000)	(120,000)	--
Payment received from employee savings and investment plan note receivable	286,000	253,000	--
Proceeds from the sale of property, plant and equipment	324,000	21,000	--
Other	87,000	(189,000)	(210,000)
Net cash (used in) investing activities	(5,979,000)	(4,392,000)	(4,921,000)
Cash flows from financing activities:			
Proceeds from the issuance of long-term debt	201,000	1,418,000	120,000
Proceeds from the exercise of stock options	570,000	22,000	--
Repurchases of common stock	(117,000)	(238,000)	(678,000)
Principle payments on short-term debt, long-term debt and capital leases	(1,715,000)	(594,000)	(10,309,000)
Cash dividends paid	(369,000)	(340,000)	(349,000)
Other	(13,000)	--	(33,000)
Net cash provided by (used in) financing activities	(1,443,000)	268,000	(11,249,000)
Net (decrease) in cash and cash equivalents	(366,000)	(451,000)	(13,337,000)
Cash and cash equivalents at beginning of year	5,030,000	5,481,000	18,818,000
Cash and cash equivalents at end of year	$ 4,664,000	$ 5,030,000	$ 5,481,000

See notes to consolidated financial statements.

HEICO CORPORATION AND SUBSIDIARIES
Notes to Consolidated Financial Statements
for the years ended October 31, 1995, 1994 and 1993

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries, HEICO Aerospace Corporation (HEICO Aerospace), including its wholly-owned subsidiaries, Jet Avion Corporation (Jet Avion), LPI Industries Corporation (LPI), and Aircraft Technology, Inc. (Aircraft Technology), and MediTek Health Corporation (82% owned prior to fiscal 1994) and its wholly-owned or majority owned subsidiaries and controlled partnerships (MediTek). MediTek's investments in uncontrolled entities are accounted for under the equity method. All significant intercompany balances and transactions are eliminated.

CASH AND CASH EQUIVALENTS

For purposes of the consolidated financial statements, the Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

SHORT-TERM INVESTMENTS

Investments with a maturity of less than one year that are not readily convertible to cash before their maturity have been classified as short-term investments. Short-term investments are stated at their fair value (see Note 4).

INVENTORIES

Portions of HEICO Aerospace inventories are stated at the lower of cost or market, with cost being determined on the first-in, first-out basis. The remaining portions of these inventories are stated at the lower of cost or market, on a per contract basis, with estimated total contract costs being allocated ratably to all units. The effects of changes in estimated total contract costs are recognized in the period determined. Losses, if any, are recognized fully when identified. Inventory amounts set forth in the accompanying consolidated balance sheets do not include any material amounts related to long-term contracts. MediTek inventories are not material.

PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is stated at cost. Depreciation and amortization is provided mainly on the straight-line method over the estimated useful lives of the various assets, including assets recorded under capital leases which are amortized over the shorter of their useful lives or the term of the related leases. Property, plant and equipment useful lives are as follows:

Buildings and components............	7 to 55 years
Building improvements...............	3 to 15 years
Machinery and equipment.............	3 to 20 years

The costs of major renewals and betterments are capitalized. Repairs and maintenance are charged to operations as incurred. Upon disposition, the cost and related accumulated depreciation are removed from the accounts and any related gain or loss is reflected in earnings.

INTANGIBLE ASSETS

Intangible assets include the excess of cost over the fair value of net assets acquired, trademarks and deferred charges which are amortized on the straight-line method over their legal or estimated useful lives, whichever is shorter, as follows:

Excess of cost, including contingent consideration as paid, over the fair market value of net assets acquired.............	29 to 40 years
Trademarks...........................	7 years
Deferred charges.....................	3 to 20 years

The Company continually evaluates the periods of intangible asset amortization to determine whether events and circumstances subsequent to the origination dates of such assets warrant revised estimates of useful lives. In addition, the Company periodically reviews the excess of cost over the fair value of net assets acquired (goodwill) to assess recoverability based upon expectations of undiscounted cash flows and operating income of each consolidated entity having a material goodwill balance. An impairment would be recognized in operating results, based upon the difference between each consolidated entities' respective present value of future cash flows and the carrying value of the goodwill, if a permanent diminution in value were to occur. There have not been any significant revised estimates nor recognition of goodwill impairment during the three years ended October 31, 1995.

REVENUE RECOGNITION

Revenues are recognized on an accrual basis, primarily upon shipment of products and the rendering of services. MediTek's patient revenues are reduced by contractual allowances for services billed to third party reimbursement sources in addition to allowances for doubtful accounts. Revenue and receivable amounts do not include any material amounts related to long-term contracts.

INCOME TAXES

In fiscal 1994 the Company adopted, effective November 1, 1993, Statement of Financial Accounting Standard (SFAS) No. 109 "Accounting for Income Taxes," which requires the use of the liability method of accounting for deferred income taxes. The cumulative effect of this change in accounting for income taxes is a $381,000 benefit ($.14 per share) and is reported separately in the Consolidated Statements of Operations for the year ended October 31, 1994. The provision for income taxes includes Federal, state and local income taxes currently payable and those deferred because of temporary differences between the financial statement and tax basis of assets and liabilities.

In fiscal 1993 deferred income taxes are provided for timing differences between financial and taxable income in accordance with Accounting Principals Board Opinion No. 11.

INCOME PER SHARE

Income per share is calculated on the basis of the weighted average number of shares outstanding plus common share equivalents arising from the assumed exercise of stock options, if dilutive, and has been adjusted for the effect of any stock dividends (see Note 3).

NOTE 2 - ACQUISITIONS AND INVESTMENTS

FISCAL 1994 ACQUISITIONS

In March 1994, the Company, through MediTek, acquired effective as of February 1, 1994 the net assets and business of Premier Imaging Associates No. 2, L.P. (Premier No. 2) for $1,196,000 in cash, a $1,693,000 8% note which is payable over the period ending June 30, 1996 and is contingent upon the level of future earnings of the center and a $750,000 non-interest bearing note which is payable over the period ending June 30, 1996 and is also contingent upon the level of future earnings of the center. Through October 31, 1995, a total of $1,161,000, including interest, has been paid on the $1,693,000 and $750,000 contingent notes. Additional payments on these notes may be made during fiscal year 1996. In addition, MediTek assumed capital lease obligations for equipment with a present value aggregating approximately $250,000. The $1,693,000 note is secured by collateral representing the assets of Premier No. 2. The collateralized property has a carrying value of approximately $525,000 at October 31, 1995. Premier No. 2 owns and operates a high technology medical diagnostic imaging center located in Atlanta, Georgia, which offers Magnetic Resonance Imaging (MRI) services. As part of the acquisition, MediTek also purchased substantially all the assets of Imaging Consultants, Inc. (Imaging Consultants), excluding its rights as the corporate General Partner of Premier No. 2, and all the assets of Health Services, Inc. (Health Services). Imaging Consultants and Health Services provided management and equipment maintenance services at the Premier No. 2 center and were affiliated companies. The former corporate General Partner of Premier No. 2 was also the corporate General Partner of a center purchased during fiscal 1993 (see Fiscal 1993 acquisitions).

The acquisition of Premier No. 2 has been accounted for as a purchase and the purchase price (exclusive of contingent consideration) has been assigned to the net assets acquired based on the fair value of such assets and liabilities at the date of acquisition. The excess of the purchase price over the fair value of the identifiable net assets acquired amounted to $900,000. Contingent note payments, as paid, are recorded as goodwill. The results of operations of the Premier No. 2 center are included in the consolidated statements of operations from February 1, 1994.

The following table presents unaudited proforma operating results as if the acquisition of Premier No. 2 had occurred at the beginning of fiscal 1993. The proforma operating results do not purport to present actual operating results had the acquisition been made at the beginning of fiscal 1993, or results which may occur in the future.

	1994	1993
Net sales..................................	$ 32,905,000	$ 27,912,000
Income from continuing operations before cumulative effect of change in accounting principle..........	$ 1,570,000	$ 991,000
Net income.................................	$ 1,951,000	$ 1,441,000
Net income per share from continuing operations before cumulative effect of change in accounting principle.......	$ .56	$ .35
Net income per share.......................	$ .70	$ .50

FISCAL 1993 ACQUISITIONS

As of October 1, 1993, the Company, through MediTek, acquired the net assets and business of Premier Imaging Associates, L.P. (Premier No. 1) and certain contract rights for $2,304,000 cash consideration, a $3,263,000 8% note which is payable over the period ending June 30, 1996 and is contingent upon the level of future earnings of the center and a $750,000 non-interest bearing note which is payable over the period ending June 30, 1996 and is also contingent upon the level of future earnings of the center. Through October 31, 1995, a total of $2,220,000, including interest, has been paid on the $3,263,000 and $750,000 contingent notes. Additional payments on these notes may be made during fiscal year 1996. The $3,263,000 note is secured by collateral representing the assets of Premier No. 1. The collateralized property has a carrying value of approximately $957,000 at October 31, 1995. Premier No. 1 owns and operates a high technology medical diagnostic imaging center located in Atlanta, Georgia, which offers MRI services.

The acquisition of Premier No. 1 has been accounted for as a purchase and the purchase price (exclusive of contingent consideration) has been assigned to the net assets acquired based on the fair value of such assets and liabilities at the date of acquisition. The excess of the purchase price over the fair value of the identifiable net assets acquired amounted to $1.7 million. Contingent note payments, as paid, are recorded as goodwill. The results of operations of the Premier No. 1 center are included in the consolidated statements of operations from October 1, 1993.

The following table represents unaudited proforma consolidated operating results as if the acquisition of the Premier No. 1 center had occurred at the beginning of fiscal 1993. The proforma consolidated operating results do not purport to present actual operating results had the acquisition been made at the beginning of fiscal 1993, or results which may occur in the future.

	1993
Net sales...................................	$28,670,000
Income from continuing operations............	$ 1,377,000
Net income...................................	$ 1,827,000
Income per share from continuing operations..	$.48
Net income per share.........................	$.64

In July 1993, the Company, through MediTek, purchased the net assets and business of the Buffalo Diagnostic Center, which was renamed the Imaging Center of Tampa (ICOT), for $140,000 cash consideration, a $500,000 8% note which is payable over the period ending October 1, 1996 and is contingent upon the level of future earnings of the center and the assumption of equipment lease liabilities totaling $88,000. Through October 31, 1995, a total of $58,000, including interest, has been paid on the $500,000 contingent note. Additional payments on this note may be made during fiscal year 1996. This facility offers MRI, computed axial tomography, nuclear medicine, x-ray and ultrasound diagnostic services.

The acquisition has been accounted for as a purchase and the purchase price (exclusive of contingent consideration) has been assigned to the net assets acquired based on the fair market value of such assets and liabilities at the date of acquisition. The excess of the purchase price over the fair value of the identifiable net assets acquired was insignificant. Contingent note payments, as paid, are recorded as goodwill. ICOT's results of operations are included in the consolidated results effective as of the purchase date.

Had ICOT been acquired as of the beginning of fiscal 1993, the proforma consolidated operating results would not have been materially different from the reported results.

INVESTMENTS IN AND ADVANCES TO UNCONSOLIDATED PARTNERSHIPS

Condensed unaudited balance sheet and unaudited statements of operations information for the Company's unconsolidated partnerships at and for the years ended October 31, 1995, 1994 and 1993 are as follows:

Balance sheet information:

	1995	1994	1993
Current assets...............	$ 1,379,000	$ 2,479,000	$ 2,415,000
Other assets, principally property and equipment.....	$ 3,338,000	$ 6,276,000	$ 7,012,000
Current liabilities..........	$ 1,316,000	$ 2,634,000	$ 1,803,000
Long-term debt (excluding advances from MediTek).....	$ 2,765,000	$ 6,135,000	$ 6,610,000
Advances from MediTek........	$ 345,000	$ 2,886,000	$ 2,590,000

Statements of operations information:

	1995	1994	1993
Revenues.....................	$ 5,756,000	$ 6,444,000	$ 6,473,000
Operating expenses...........	(6,214,000)	(6,950,000)	(7,292,000)
Loss before income taxes...	$ (458,000)	$ (506,000)	$ (819,000)

The Company has recorded income for management services rendered to the unconsolidated partnerships during fiscal 1995, 1994 and 1993 in the amounts of $526,000, $661,000 and $666,000, respectively.

In October 1994, MediTek acquired a portion of the minority interests of the limited partners in one of the partnerships through which it operated two centers as a co-general partner for $124,000, increasing MediTek's ownership in one center from 25% to 40.5% and 50% to 95% in a second center. In November 1994, MediTek increased its ownership in the first of these two centers from 40.5% to 42% for $136,000. In August 1995, the second of these two centers was merged with a previously unrelated medical imaging business to form a new partnership. MediTek operates this center as a 50% co-general partner for which it contributed $140,000. In October 1994, MediTek acquired a portion of the minority interests of the limited partners in a third partnership it operates as the general partner for $88,000, increasing MediTek's ownership from 37% to 49.5%. In December 1992, MediTek had increased its ownership in this third partnership from 25% to 37% for $75,000. The Company accounted for these acquisitions using the purchase method. The excess of the total acquisition cost of these purchases over the fair market value of the assets acquired was not significant.

In connection with MediTek's general partnership interest in one of its unconsolidated partnerships, MediTek indemnified the seller of this general partnership interest from liability relating to a guarantee and security agreement for a $1.4 million mortgage on one of the partnership's centers.

NOTE 3 - STOCK DIVIDENDS

In May 1995, the Company's Board of Directors declared a 10% stock dividend that was paid July 28, 1995. On December 15, 1995, the Company's Board of Directors declared a second 10% stock dividend payable on February 8, 1996 to shareholders of record January 16, 1996. These transactions were valued based on the closing market prices of the Company's stock as of their respective declaration dates. Retained earnings was charged $7,881,000 as a result of the issuance of a combined total of 483,558 shares of the Company's common stock. All income per share, dividend per share and common shares outstanding information has been retroactively restated to reflect these stock dividends.

NOTE 4 - INVESTMENT IN FINANCIAL INSTRUMENTS

In the fourth quarter of fiscal 1995, the Company entered into transactions in which it simultaneously purchased and sold call options on an industry sector index of equity securities (the Index Options) expiring in November 1995. The Index Options were purchased with temporary surplus funds of approximately $2.9 million for investment purposes. Prior to the end of fiscal 1995, the Company traded substantially all of the purchase option position and entered into a similar purchase option position having the same November 1995 expiration date. The gain realized in fiscal 1995 fully utilized the Company's $4.6 million capital loss carryover which was otherwise scheduled to expire. As of October 31, 1995, the investments in the purchased and sold call option contracts are netted because the terms of the Index Option contracts provide for a right of offset. The net investment as of October 31, 1995 in the amount of $2.9 million is recorded at fair market value as represented by the net cash proceeds realized upon termination of the option contracts in November 1995 and is included in short-term investments. Upon termination of the option contracts in November 1995, the Company recognized a $4.6 million capital loss which will be available for carryover of a five year period. For financial statement purposes, the transactions did not result in any material gain or loss.

NOTE 5 - SALE OF ACCOUNTS RECEIVABLE

In May 1994, the Company, through MediTek, entered into an agreement with an unaffiliated third party whereby it can sell certain MediTek accounts receivable with recourse. The aggregate proceeds of purchased receivables that remain uncollected can not exceed $3,000,000 at any point in time. The proceeds from the sale of receivables during fiscal 1995 and 1994 totaled $8,626,000 and $3,187,000, respectively. As of October 31, 1995, the Company was contingently liable for the repurchase of $1,992,000 of sold accounts receivables that remained uncollected. The Company has an accrual of $1,916,000, including $950,000 for contractual allowances, which management believes is an adequate provision against any such uncollected receivables. The fees related to the sale of receivables have been included in cost of healthcare services.

NOTE 6 - CREDIT FACILITIES, LONG-TERM DEBT AND CAPITAL LEASES

Long-term debt and capital leases consist of:

	OCTOBER 31,	
	1995	1994
Industrial development revenue bonds..	$1,980,000	$1,980,000
Term loan borrowing..................	633,000	950,000
Equipment loans......................	430,000	303,000
Mortgage note payable................	497,000	511,000
Other long-term debt.................	518,000	524,000
Capital leases (See Note 7)..........	3,812,000	1,188,000
	7,870,000	5,456,000
Less current maturities..............	(794,000)	(1,054,000)
	$7,076,000	$4,402,000

The amount of long-term debt maturing in each of the next five years is $794,000 in fiscal 1996, $826,000 in fiscal 1997, $542,000 in fiscal 1998, $997,000 in fiscal 1999 and $527,000 in fiscal 2000.

INDUSTRIAL DEVELOPMENT REVENUE BONDS

The industrial development revenue bonds represent bonds issued by Broward County, Florida. The bonds are due April 2008 and bear interest at a variable rate calculated weekly (4.05% at October 31, 1995). The bonds are secured by a letter of credit expiring in February 1999 and a mortgage on the related properties pledged as collateral. The pledged properties have a carrying value of approximately $1,614,000 at October 31, 1995.

REVOLVING CREDIT FACILITY

The Company has a $7 million credit facility available for funding acquisitions, working capital and general corporate requirements. Borrowings under this credit facility bear interest at 1/4% over the bank's prime rate, adjusted daily, and are convertible to term loans that bear interest, at the Company's option, at 1/4% over the bank's prime rate, adjusted daily, or a fixed interest rate of 200 basis points over the bank's prime rate in effect on the day of the conversion. Term loan borrowings under the credit facility are payable in 36 to 48 monthly installments. The credit facility is secured by substantially all the assets of HEICO Aerospace and its subsidiaries and the guarantee of MediTek. The revolving portion of the facility expires in April 1997 and may be renewed annually by mutual agreement. This credit facility and the letter of credit securing the industrial development revenue bonds contain covenants which, among other things, restrict borrowings, capital expenditures and cash dividends, require the maintenance of certain net worth, working capital and debt service amounts and ratios, require the continued employment of the current Chairman, President and Chief Executive Officer and require that he and his affiliates maintain a specified ownership position in the Company.

In October 1994, the Company borrowed $950,000 from the $7 million credit facility, of which $633,000 is outstanding as of October 31, 1995 with interest accruing at 9%.

EQUIPMENT LOAN FACILITY

In March 1994, a bank committed to advance up to $1,900,000, as amended in fiscal 1995, for the purpose of purchasing equipment to be used in the Company's operations. Each term loan is limited to 80% of the purchase price of the related equipment and is repayable up to a maximum of 60 months with interest at a rate equal to the bank's prime rate. The term loans are secured by collateral representing the related purchased equipment, which has a carrying value of approximately $559,000 at October 31, 1995. As of October 31, 1995, the Company has $1,389,000 available for future equipment loans under this commitment. This commitment expires in August 1996.

OTHER LONG-TERM AND SHORT-TERM DEBT

The mortgage note is payable in monthly installments ($4,748 as of October 31, 1995), including interest at a variable rate calculated every 36 months (8.625% at October 31, 1995), maturing in January 1999. The mortgage note payable is secured by collateral representing the real property of PBGIC. The collateralized property has a carrying value of approximately $735,000 at October 31, 1995.

A promissory note with an equipment provider is payable in monthly installments of $8,865, including interest at 12% per annum, maturing in June 2001.

During 1993, the Company repaid $10 million of debt borrowed in 1992 under a previous revolving credit arrangement.

There were no other significant borrowings under short-term lines of credit during the past three fiscal years.

NOTE 7 - LEASE COMMITMENTS

Included in property, plant and equipment in the accompanying consolidated balance sheets are the following assets held under capital leases:

	OCTOBER 31,	
	1995	1994
Machinery and equipment...............	$3,491,000	$1,243,000
Less accumulated amortization.........	(717,000)	(129,000)
Assets under capital lease, net.......	$2,774,000	$1,114,000

Capital lease obligations, all of which are obligations of subsidiaries of MediTek not guaranteed by HEICO Corporation or MediTek, are summarized as follows:

	OCTOBER 31, 1995	OCTOBER 31, 1994
Leases (eight) of medical imaging equipment, with various expiration dates from 1995 to 2003, at various interest rates of 10.625% to 12.03%..............	$3,812,000	$1,188,000
Less current installments............	(224,000)	(234,000)
Obligations under capital leases, less current installments..........	$3,588,000	$ 954,000

The Company also leases certain property and equipment, including medical and office facilities, diagnostic medical imaging equipment and office equipment under operating leases. Some of these leases provide the Company with the option after the initial lease term either to purchase the property at the then fair market value or renew its lease at the then fair rental value. Generally, management expects that leases will be renewed or replaced by other leases in the normal course of business.

Minimum payments for capital and operating leases having initial or remaining noncancelable terms in excess of one year are as follows:

Year ending October 31,	CAPITAL	OPERATING
1996...............................	$ 710,000	$1,985,000
1997...............................	684,000	1,762,000
1998...............................	682,000	1,456,000
1999...............................	682,000	946,000
2000...............................	434,000	182,000
Thereafter.........................	1,224,000	327,000
Total minimum lease commitments....	4,416,000	$6,658,000
Less amounts representing interest.	(604,000)	
Present value of minimum lease payments.........................	$3,812,000	

Total rent expense for all operating leases in fiscal 1995, fiscal 1994 and fiscal 1993 amounted to $1,836,000, $1,507,000 and $758,000, respectively.

NOTE 8 - INCOME TAXES

The provision (benefit) for income taxes for continuing operations for the three years ended October 31, 1995 is as follows:

	1995	1994	1993
Currently payable (refundable):			
Federal....................	$1,592,000	$ 407,000	$ (377,000)
State......................	318,000	135,000	(9,000)
	1,910,000	542,000	(386,000)
Deferred.....................	(245,000)	171,000	517,000
Income tax expense	$1,665,000	$ 713,000	$ 131,000

The following table reconciles the federal statutory tax rate to the Company's effective rate:

	1995	1994	1993
Federal statutory tax rate	34.0%	34.0%	34.0%
State taxes, less applicable federal income tax reduction	4.0	4.5	6.7
Tax benefits on export sales	(3.2)	(5.1)	(9.8)
Tax benefits from tax free investments	(.1)	(.4)	(9.4)
Tax benefits from dividend income	--	(.1)	(1.0)
Nondeductible amortization of intangible assets	1.1	2.3	7.3
Reversal of excess income tax provisions upon completion of tax audit	--	(2.7)	(9.9)
Other, net	2.4	.2	1.7
Effective tax rate	38.2%	32.7%	19.6%

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities as of October 31, 1995 and 1994 are as follows:

	OCTOBER 31,	
	1995	1994
Deferred tax assets:		
Inventory	$ 412,000	$ 306,000
Bad debt allowances	436,000	261,000
Retirement accruals	102,000	76,000
Vacation pay	112,000	115,000
Customer rebates and credits	371,000	279,000
Alternative minimum tax credit	13,000	147,000
Capital loss carryforward	--	1,560,000
Other	147,000	67,000
	1,593,000	2,811,000
Valuation allowance	--	(1,560,000)
Total deferred tax assets	1,593,000	1,251,000
Deferred tax liabilities:		
Accelerated depreciation	1,208,000	948,000
Intangible asset amortization	545,000	280,000
Equity in losses of partnerships	(35,000)	387,000
Other	2,000	8,000
Total deferred tax liabilities	1,720,000	1,623,000
Net deferred tax liability	$ 127,000	$ 372,000

During fiscal 1995, the Company's investment in the Index Options referred to in Note 4 resulted in the utilization of the $4.6 million ($1,560,000 tax effected) capital loss carryforward which had a 100% valuation allowance as of October 31, 1994.

The components of deferred income tax (benefit) expense on continuing operations in fiscal 1995, 1994 and 1993 are as follows:

	1995	1994	1993
Reduction of tax over book depreciation	$(169,000)	$ (8,000)	$ (26,000)
(Increases) reductions in provisions for inventory losses	(126,000)	(41,000)	12,000
(Increase) in provisions for bad debt losses	(136,000)	(134,000)	(37,000)
Excess of calendar year (tax) partnership loss over fiscal year losses	95,000	240,000	163,000
Excess of tax over book intangible asset amortization	238,000	206,000	14,000
(Increase) decrease of accrued customer rebates and credits	(148,000)	(76,000)	8,000
(Increase) decrease of accrued retirement expenses	(23,000)	74,000	(78,000)
Income recognition of acquired cash basis receivables	--	(34,000)	(67,000)
Insurance recoveries of litigation defense costs	--	(92,000)	10,000
Deductions for non-recurring accruals	--	--	501,000
Other, net	24,000	36,000	17,000
Deferred tax expense	$(245,000)	$ 171,000	$ 517,000

NOTE 9 - PREFERRED STOCK PURCHASE RIGHTS PLAN

In November 1993, pursuant to a plan adopted by the Board of Directors on such date, the Board declared a distribution of one Preferred Stock Purchase Right (the Rights) for each outstanding share of common stock, par value $.01 per share, of the Company. The Rights trade with the common stock and are not exercisable or transferable apart from the common stock until after a person or group either acquires 15% or more of the outstanding common stock or commences or announces an intention to commence a tender offer for 30% or more of the outstanding common stock. Absent either of the aforementioned events transpiring, the Rights will expire at the close of business on November 2, 2003.

The Rights have certain anti-takeover effects and, therefore, will cause substantial dilution to a person or group who attempts to acquire the Company on terms not approved by the Company's Board of Directors or who acquires 15% or more of the outstanding common stock without approval of the Company's Board of Directors. The Rights should not interfere with any merger or other business combination approved by the Board since they may be redeemed by the Company at $.01 per Right at any time until the close of business on the tenth day after a person or group has obtained beneficial ownership of 15% or more of the outstanding common stock or until a person commences or announces an intention to commence a tender offer for 30% or more of the outstanding common stock.

NOTE 10 - STOCK OPTIONS

The Company currently has two stock option plans, the 1993 Stock Option Plan (1993 Plan) and the Non-Qualified Stock Option Plan (NQSOP). A third plan, the Combined Stock Option Plan expired in February 1993 and was replaced by the 1993 Plan. Under the terms of the plans, a total of 840,651 shares of the Company's stock has been reserved for issuance to directors, officers and key employees. Options issued under the 1993 Plan may be designated incentive stock options (ISO) or non-qualified stock options (NQSO). ISOs are granted at not less than 100% of the fair market value at the date of grant (110% thereof in certain cases) and are exercisable in percentages specified at date of grant over a period up to ten years. Only employees are eligible to receive ISOs. NQSOs may be granted at less than fair market value and may be immediately exercisable. Options granted under the NQSOP may be granted to directors, officers and employees at no less than the fair market value at the date of grant and are generally exercisable in four equal annual installments commencing one year from date of grant.

Information concerning stock option transactions for the three years ended October 31, 1995 follows:

	SHARES AVAILABLE FOR OPTION	SHARES UNDER OPTION	
		SHARES	PRICE PER SHARE
Outstanding, October 31, 1992	283,712	695,784	$ 5.95 - $16.23
Expired Combined Stock Option Plan...	(186,613)	--	--
Inception of the 1993 Stock Option Plan...	186,613	--	--
Granted...............	(52,891)	52,891	$ 5.95 - $10.85
Cancelled.............	--	(31,443)	$ 5.95 - $14.81
Outstanding, October 31, 1993	230,821	717,232	$ 5.95 - $16.23
Granted...............	(95,590)	95,590	$ 8.58 - $ 9.92
Cancelled.............	2,420	(34,809)	$ 8.37 - $14.81
Exercised.............	--	(2,662)	$ 8.37
Outstanding, October 31, 1994	137,651	775,351	$ 5.95 - $16.23
Granted...............	(106,905)	106,905	$ 7.85 - $15.68
Cancelled.............	31,913	(34,334)	$ 7.95 - $14.81
Exercised.............	--	(69,930)	$ 6.31 - $14.81
Outstanding, October 31, 1995	62,659	777,992	$ 5.95 - $16.23

All of the above options were granted at the fair market value of the stock on the date of grant except for 11,751 shares granted in fiscal 1993 at a below market rate of $5.95 as replacement for equivalent expiring options. As of October 31, 1995, options for 722,967 shares were exercisable at a weighted average option price of $10.41. If there were a change in control of the Company, options for an additional 55,025 shares would become immediately exercisable. The weighted average option price for all options outstanding as of October 31, 1995 is $10.49. All stock option share and price per share information has been retroactively restated for stock dividends.

NOTE 11 - RETIREMENT PLANS

The Company has a qualified defined contribution retirement plan (the Plan) under which eligible employees of the Company and its participating subsidiaries may contribute up to 10% of their annual compensation, as defined, and the Company will contribute specified percentages ranging from 25% to 50% of employee contributions up to 3% of annual pay in Company stock or cash, as determined by the Company. The Plan also provides that the Company may contribute additional amounts in its common stock or cash at the discretion of the Board of Directors.

Concurrent with establishing the Plan, the Company sold to the Plan 181,500 shares of treasury stock in exchange for a $1,588,000 note payable to the Company, which represented the then fair market value of such stock. This note was fully paid during fiscal 1991. During fiscal 1990, the Company loaned the Plan $519,000 (the 1990 Note Receivable) to fund the termination distribution made to the employees of a discontinued business segment completed in 1990. The 1990 Note Receivable originally had 67,772 shares of the Company's stock pledged as collateral. These shares of stock became available as collateral within the Plan to the extent terminated employees elected to receive a cash distribution in lieu of the Company's stock. In September 1992, the Company sold 363,000 additional shares of the Company's stock to the Plan for an aggregate price of $4,122,000 entirely financed through a promissory note with the Company (the 1992 Note Receivable). The 1992 Note Receivable also includes $109,000 as the refinanced principal and accrued interest from the 1990 Note Receivable. The 1992 Note Receivable is payable in nine equal annual installments, inclusive of principal and interest at the rate of 8% per annum, of $655,000 each and a final installment of $640,000. The 1992 Note Receivable is prepayable in full or in part without penalty at any time.

Participants receive 100% vesting in employee contributions. Vesting in Company contributions is based on number of years of service. Contributions to the Plan charged to income from continuing operations for fiscal 1995, 1994 and 1993 totaled $351,000, $212,000 and $190,000, respectively, net of interest income earned on the note received from the Plan of $299,000 in fiscal 1995, $331,000 in fiscal 1994 and $355,000 in fiscal 1993.

In May 1991, the Company established a Directors Retirement Plan covering its then current directors. The net assets of this plan as of October 31, 1995 are not material to the financial position of the Company. During fiscal 1995, 1994 and 1993, $75,000, $73,000 and $73,000, respectively, was expensed for this plan.

NOTE 12 - BUSINESS SEGMENT INFORMATION

The principal products of the aerospace products and services segment include replacement parts for certain commercial aircraft engines, other component parts for the aviation and defense industry and the repair and overhaul of certain aircraft engine parts. Sales from the healthcare services segment (previously referred to as medical services) result principally from the operation and management of medical diagnostic imaging facilities.

Other information concerning certain of the Company's operating and investing activities for its two principal industry segments at and for the years ended October 31, 1995, 1994 and 1993 are as follows:

	1995	1994	1993
Sales, net of returns and allowances:			
Aerospace products and services	$ 25,613,000	$ 19,212,000	$ 19,856,000
Healthcare services	14,766,000	13,181,000	6,026,000
Net sales	$ 40,379,000	$ 32,393,000	$ 25,882,000
Operating income:			
Aerospace products and services	$ 4,907,000	$ 2,938,000	$ 2,488,000
Healthcare services	2,495,000	1,615,000	(62,000)
Segment operating income	7,402,000	4,553,000	2,426,000
Corporate expenses, net of insurance recovery of $190,000 in 1993	(3,196,000)	(2,598,000)	(2,029,000)
Interest expense	(375,000)	(199,000)	(339,000)
Interest and other income	673,000	461,000	607,000
Minority interests in consolidated partnerships	(144,000)	(34,000)	--
Income before income taxes	$ 4,360,000	$ 2,183,000	$ 665,000
Identifiable assets:			
Aerospace products and services	$ 17,220,000	$ 18,507,000	$ 18,318,000
Healthcare services	19,581,000	14,517,000	10,710,000
Investment in and advances to unconsolidated partnerships	2,094,000	1,152,000	1,524,000
Corporate	8,506,000	4,844,000	3,186,000
Total assets	$ 47,401,000	$ 39,020,000	$ 33,738,000
Depreciation and amortization:			
Aerospace products and services	$ 1,238,000	$ 1,260,000	$ 1,230,000
Healthcare services	1,275,000	683,000	316,000
Corporate	125,000	57,000	36,000
Total depreciation and amortization	$ 2,638,000	$ 2,000,000	$ 1,582,000
Capital expenditures:			
Aerospace products and services	$ 571,000	$ 642,000	$ 823,000
Healthcare services	216,000	520,000	181,000
Corporate	13,000	3,000	20,000
Total capital expenditures	$ 800,000	$ 1,165,000	$ 1,024,000

The Company's unconsolidated partnerships are integrated vertically with the Company's healthcare services operations.

Segment operating income is operating revenue less operating expenses (including equity in losses of unconsolidated partnerships) and excludes interest and general corporate expenses. There are no significant inter-segment sales or transfers.

Net sales of the unconsolidated partnerships, which are excluded from the healthcare services segment sales set forth above, totaled $5,756,000 in fiscal 1995, $6,444,000 in fiscal 1994 and $6,473,000 in fiscal 1993.

Identifiable assets by segment include both assets directly identified with those operations and allocable amounts of significant jointly used assets. Corporate assets consist primarily of cash, cash equivalents and short-term investments.

Export sales were $5,762,000 in fiscal 1995, $3,678,000 in fiscal 1994 and $3,468,000 in fiscal 1993.

No one customer accounted for sales of 10% or more of consolidated sales during the last three fiscal years.

NOTE 13 - QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
Net sales:				
1995..........	$ 8,933,000	$10,345,000	$10,447,000	$10,654,000
1994..........	$ 6,909,000	$ 7,801,000	$ 8,702,000	$ 8,981,000
Gross profit:				
1995..........	$ 2,963,000	$ 3,310,000	$ 3,163,000	$ 3,068,000
1994..........	$ 1,809,000	$ 2,411,000	$ 2,765,000	$ 2,688,000
Income before cumulative effect of change in accounting principle:				
1995..........	$ 569,000	$ 652,000	$ 721,000	$ 753,000
1994.........	$ 119,000	$ 371,000	$ 448,000	$ 532,000
Net income:				
1995.........	$ 569,000	$ 652,000	$ 721,000	$ 753,000
1994..........	$ 500,000	$ 371,000	$ 448,000	$ 532,000
Income per share before cumulative effect of change in accounting principle:				
1995..........	$ .20	$ .23	$ .24	$ .25
1994..........	$ .04	$ .13	$ .16	$ .19
Net income per share:				
1995..........	$ .20	$ .23	$ .24	$ .25
1994..........	$ .18	$ .13	$ .16	$ .19

The cumulative effect on prior years of the change in accounting for income taxes discussed in Note 1 increased the fiscal 1994 first quarter net income by $381,000 ($.14 per share).

Due to changes in the average number of common shares outstanding, net income per share for the full fiscal year does not equal the sum of the four individual quarters.

NOTE 14 - OTHER CONSOLIDATED BALANCE SHEETS, STATEMENTS OF OPERATIONS AND STATEMENTS OF CASH FLOWS INFORMATION

Accounts receivable are composed of the following:

	BALANCE AT OCTOBER 31, 1995	1994
Accounts receivable	$ 9,531,000	$ 7,284,000
Less contractual allowances	(1,648,000)	(716,000)
Less allowance for doubtful accounts	(1,174,000)	(848,000)
Accounts receivable, net	$ 6,709,000	$ 5,720,000

Inventories are composed of the following:

	BALANCE AT OCTOBER 31, 1995	1994
Finished products	$2,534,000	$1,916,000
Work in process	1,721,000	1,784,000
Materials, parts, assemblies and supplies	1,104,000	1,561,000
Total inventories	$5,359,000	$5,261,000

Property, plant and equipment, including capital leases, are composed of the following:

	BALANCE AT OCTOBER 31, 1995	1994
Land	$ 131,000	$ 131,000
Buildings and improvements	6,026,000	5,867,000
Machinery and equipment	18,040,000	15,910,000
	24,197,000	21,908,000
Less accumulated depreciation	(14,901,000)	(13,300,000)
Property, plant and equipment, net	$ 9,296,000	$ 8,608,000

Intangible assets are composed of the following:

	BALANCE AT OCTOBER 31, 1995	1994
Excess of cost over the fair value of net assets acquired	$ 12,324,000	$ 10,235,000
Trademarks and deferred charges	1,473,000	762,000
Other	25,000	25,000
	13,822,000	11,022,000
Less accumulated amortization	(1,377,000)	(853,000)
Intangible assets, net	$ 12,445,000	$ 10,169,000

Accrued expenses and other current liabilities are composed of the following:

	BALANCE AT OCTOBER 31, 1995	1994
Accrued employee compensation	$1,711,000	$1,010,000
Accrued customer discounts	1,378,000	729,000
Accrued property taxes	505,000	435,000
Other	1,452,000	1,423,000
Total accrued expenses and other current liabilities	$5,046,000	$3,597,000

RESEARCH AND DEVELOPMENT EXPENSES

Fiscal 1995, 1994 and 1993 costs of products and services sold include approximately $1,800,000, $1,200,000 and $1,000,000, respectively, of new product research and development expenses pertaining to the aerospace products and services segment.

INSURANCE RECOVERIES

In the fourth quarter of fiscal 1993, the Company recorded insurance recoveries of certain litigation defense costs previously incurred and expensed by the Company. The Company is also seeking reimbursement for other previously incurred and expensed defense costs related to this litigation. However, no additional recovery has yet to be recorded for these other previously incurred costs.

The amounts recovered to date have been recorded in the accompanying Consolidated Statements of Operations net of the defense costs incurred. The insurance recoveries, net of the defense costs incurred, increased fiscal 1993 net income by $119,000 ($.04 per share).

EQUITY IN LOSS OF UNCONSOLIDATED PARTNERSHIPS

The equity in loss of unconsolidated partnerships reported in the Consolidated Statements of Operations has been reduced by interest income on cash advances to the unconsolidated partnerships of $259,000 in 1995, $285,000 in 1994 and $212,000 in 1993.

INCOME FROM DISCONTINUED OPERATIONS

In the first quarter of fiscal 1993, the Company recorded income from discontinued operations of $450,000 ($.16 per share) resulting from the reversal of a portion of reserves for costs relating to operations disposed of in 1990, which were determined not to be required. There is no income tax charge related to this income since such costs resulted in a capital loss carryforward.

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION ARE AS FOLLOWS:

Cash paid for interest was $386,000, $193,000 and $407,000 in 1995, 1994 and 1993, respectively. Cash paid for income taxes was $1,400,000, $881,000 and $89,000 in 1995, 1994 and 1993, respectively.

Non-cash investing and financing activities related to the acquisitions and contingent note payments during fiscal 1995, 1994 and 1993 were as follows:

	1995	1994	1993
Fair value of assets acquired:			
Intangible assets	$ 1,945,000	$ 2,632,000	$ 2,115,000
Property,plant and equipment	--	249,000	212,000
Other assets	154,000	446,000	408,000
Cash paid, including contingent note payments	(2,099,000)	(3,078,000)	(2,647,000)
Liabilities assumed	$ --	$ 249,000	$ 88,000

Non-cash investing and financing activities related to purchases of property, plant and equipment financed by capital leases during fiscal 1995 and 1994 amounted to $2,257,000 and $1,044,000, respectively. There were no significant non-cash investing and financing activities related to purchases of property, plant and equipment during fiscal 1993. Non-cash investing and financing activities during fiscal 1995 also included purchases of property, plant and equipment of $2,269,000, investments in and advances to unconsolidated partnerships of $862,000, deferred charges of $461,000 and other assets of $139,000 which were financed by capital leases assumed, issuance of a note payable and distributions from an unconsolidated partnership during fiscal 1995. Additionally, retained earnings was charged $7,881,000 as a result of the two 10% stock dividends described in Note 3 above.

NOTE 15 - PENDING LITIGATION

In November 1989, HEICO Aerospace and Jet Avion were named defendants in a complaint filed by United Technologies Corporation (United) in the United States District court for the Southern District of Florida. The complaint, as amended in fiscal 1995, alleges infringement of a patent, misappropriation of trade secrets and unfair competition relating to certain jet engine parts and coatings sold by Jet Avion in competition with Pratt & Whitney, a division of United. United seeks approximately $10 million in damages for the patent infringement and approximately $30 million in damages for the misappropriation of trade secrets and the unfair competition claims. The aggregate damages referred to in the preceding sentence do not exceed approximately $30 million because a portion of the misappropriation and unfair competition damages duplicate the $10 million patent infringement damages. The complaint also seeks, among other things, pre-judgment interest and treble damages.

In July and November 1995, the Company filed its answers to United's complaint denying the allegations. In addition, the Company filed counterclaims against United for, among other things, malicious prosecution, trade disparagement, tortious interference, unfair competition and antitrust violations. The Company is seeking treble, compensatory and punitive damages in amounts to be determined at trial. United filed its answer denying certain counterclaims and moved to dismiss other counterclaims. No trial date has been set.

Based on currently known facts, the Company's legal counsel has advised that it believes that the Company should be able to successfully defend the patent infringement claims alleged in United's complaint. With respect to the misappropriation and unfair competition claims, legal counsel to the Company has advised that it believes the likelihood that United will be able to prove a case regarding such claims within the statute of limitations is remote. Further, the Company intends to vigorously pursue its counterclaims against United. The ultimate outcome of this litigation is not certain at this time and no provision for gain or loss, if any, has been made in the accompanying consolidated financial statements.

The Company is involved in various other legal actions arising in the normal course of business. After taking into consideration legal counsel's evaluation of such actions, management is of the opinion that the outcome of these other matters will not have a significant effect on the Company's consolidated financial statements.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and
Shareholders of HEICO Corporation

We have audited the accompanying consolidated balance sheets of HEICO Corporation and subsidiaries (the "Company") as of October 31, 1995 and 1994, and the related consolidated statements of operations, shareholders' equity and cash flows for each of the three years in the period ended October 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of October 31, 1995 and 1994, and the results of its operations and its cash flows for each of the three years in the period ended October 31, 1995, in conformity with generally accepted accounting principles.

As discussed in Note 1 to the consolidated financial statements, the Company changed its method of accounting for income taxes effective November 1, 1993 to conform with Statement of Financial Accounting Standards No. 109.

DELOITTE & TOUCHE LLP
Miami, Florida
December 29, 1995

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information concerning the Directors of the Company is incorporated by reference to the Company's definitive proxy statement which will be filed with the Securities and Exchange Commission (Commission) within 120 days after the close of fiscal 1995.

Information concerning the executive officers of the Company is set forth at Part I hereof under the caption "Executive Officers of the Registrant."

ITEM 11. EXECUTIVE COMPENSATION

Information concerning executive compensation is hereby incorporated by reference to the Company's definitive proxy statement which will be filed with the Commission within 120 days after the close of fiscal 1995.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information concerning security ownership of certain beneficial owners and management is hereby incorporated by reference to the Company's definitive proxy statement which will be filed with the Commission within 120 days after the close of fiscal 1995.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information concerning certain relationships and related transactions is hereby incorporated by reference to the Company's definitive proxy statement which will be filed with the Commission within 120 days after the close of fiscal 1995.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a)(1) Financial Statements:

The following consolidated financial statements of the Company and subsidiaries are included in Part II, Item 8:

	PAGE
Consolidated Balance Sheets at October 31, 1995 and 1994......................................	23
Consolidated Statements of Operations for the years ended October 31, 1995, 1994 and 1993....	25
Consolidated Statements of Shareholders' Equity for the years ended October 31, 1995, 1994 and 1993......................................	26
Consolidated Statements of Cash Flows for the years ended October 31, 1995, 1994 and 1993....	27
Notes to Consolidated Financial Statements.......	28
Report of Independent Auditors...................	47

(a)(2) Financial Statement Schedules:

No schedules have been submitted because they are not applicable or the required information is included in the financial statements or notes thereto.

(a)(3) Exhibits

2.1 Amended and Restated Agreement of Merger and Plan of Reorganization, dated as of March 22, 1993, by and among HEICO Corporation, HEICO Industries, Corp. and New HEICO, Inc. is incorporated by reference to Exhibit 2.1 to the Company's Registration Statement on Form S-4 (Registration No. 33-57624) Amendment No. 1 filed on March 19, 1993.

3.1 Articles of Incorporation of the Registrant are incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-4 (Registration No. 33-57624) Amendment No. 1 filed on March 19, 1993.

Item 14 (a) (3) Exhibits continued

3.2	Articles of Amendment of the Articles of Incorporation of the Registrant, dated April 27, 1993 are incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form 8-B dated April 29, 1993.
3.3	Articles of Amendment of the Articles of Incorporation of the Registrant, dated November 3, 1993 are incorporated by reference to Exhibit 3.3 on Form 10-K dated October 31, 1993.
3.4	Bylaws of the Registrant are incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form S-4 (Registration No. 33-57624) dated February 1, 1993.
4.0	The description and terms of Preferred Stock Purchase Rights are set forth in a Rights Agreement between the Company and SunBank, N.A., as Rights Agent, dated as of November 2, 1993, incorporated by reference to Exhibit 1 to the Form 8-K dated November 2, 1993.
10.1	Loan Agreement dated March 1, 1988 between HEICO Corporation and Broward County, Florida is incorporated by reference to Exhibit 10.1 to the Form 10-K for the year ended October 31, 1994.
10.2	SunBank Reimbursement Agreement dated February 28, 1994 between HEICO Aerospace Corporation and SunBank/South Florida, N.A. is incorporated by reference to Exhibit 10.2 to the Form 10-K for the year ended October 31, 1994.
10.3	Amendment, dated March 1, 1995, to the SunBank Reimbursement Agreement, dated February 28, 1995, between HEICO Aerospace Corporation and SunBank/South Florida, N.A.
10.4	Loan Agreement dated February 28, 1994 between HEICO Corporation and SunBank/South Florida, N.A. is incorporated by reference to Exhibit 10.3 to the Form 10-K for the year ended October 31, 1994.

Item 14 (a) (3) Exhibits continued

10.5	The First Amendment, dated October 13, 1994, to Loan Agreement dated February 28, 1994 between HEICO Corporation and SunBank/South Florida, N.A. is incorporated by reference to Exhibit 10.4 to the Form 10-K for the year ended October 31, 1994.
10.6	Second Amendment, dated March 1, 1995, to the Loan Agreement dated February 28, 1994 between HEICO Corporation and SunBank/South Florida, N.A.
10.7	Loan Agreement dated March 31, 1994 between HEICO Corporation and Eagle National Bank of Miami is incorporated by reference to Exhibit 10.5 to the Form 10-K for the year ended October 31, 1994.
10.8	The First Amendment, dated May 31, 1994, to Loan Agreement dated March 31, 1994 between HEICO Corporation and Eagle National Bank of Miami is incorporated by reference to Exhibit 10.6 to the Form 10-K for the year ended October 31, 1994.
10.9	The Second Amendment, dated August 9, 1995, to the Loan Agreement dated March 31, 1994 between HEICO Corporation and Eagle National Bank of Miami.
10.10	Healthcare Receivables Purchase Agreement dated May 20, 1994 between Finance Funding Corporation, Provider Funding Corporation and John Alden Asset Management Company is incorporated by reference to Exhibit 10.7 to the Form 10-K for the year ended October 31, 1994.
10.11	Registrant's 1993 Stock Option Plan dated as of March 17, 1993 is incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-4 (Registration No. 33- 57624) Amendment No. 1 filed on March 19, 1993.
10.12	HEICO Savings and Investment Plan and Trust, as amended and restated effective January 2, 1987 is incorporated by reference to Exhibit 10.2 to the Form 10-K for the year ended October 31, 1987.

Item 14 (a) (3) Exhibits continued

10.13	HEICO Savings and Investment Plan, as amended and restated, dated December 19, 1994 is incorporated by reference to Exhibit 10.11 to the Form 10-K for the year ended October 31, 1994.
10.14	HEICO Corporation Combined Stock Option Plan dated March 15, 1988 is incorporated by reference to Exhibit 10.3 to the Form 10-K for the year ended October 31, 1989.
10.15	Non-Qualified Stock Option Agreement for Directors, Officers and Employees is incorporated by reference to Exhibit 10.8 to the Form 10-K for the year ended October 31, 1985.
10.16	HEICO Corporation Directors' Retirement Plan, as amended, dated as of May 31, 1991 is incorporated by reference to Exhibit 10.19 to the Form 10-K for the year ended October 31, 1992.
10.17	Key Employee Termination Agreement dated as of April 5, 1988, between HEICO Corporation and Thomas S. Irwin is incorporated by reference to Exhibit 10.20 to the Form 10-K for the year ended October 31, 1992.
10.18	Stock Repurchase and Termination of Employment Agreement dated May 1, 1994 between MediTek Health Corporation and Paul M. Stanley is incorporated by reference to Exhibit 10.16 to the Form 10-K for the year ended October 31, 1994.
10.19	Consulting Agreement dated August 1, 1994 between MediTek Health Corporation and Paul M. Stanley is incorporated by reference to Exhibit 10.17 to the Form 10-K for the year ended October 31, 1994.
10.20	Asset Purchase Agreement dated as of June 21, 1993 by and between MediTek - Premier, Inc., and Premier Imaging Associates, L.P. is incorporated by reference to Exhibit 1 to the Form 8-K dated October 18, 1993.

Item 14 (a) (3) Exhibits continued

10.21	Assignment Agreement dated as of October 1, 1993 by and between MediTek - Premier, Inc. and Andrew Zeldin, Scientific Imaging Associates, L.P., Health Service, Inc. and Principle Anesthesia, Inc. is incorporated by reference to Exhibit 2 to the Form 8-K dated October 18, 1993.
10.22	Employment Agreement dated as of October 1, 1993 by and between MediTek Health Corporation and Andrew Zeldin is incorporated by reference to Exhibit 3 to the Form 8-K dated October 18, 1993.
10.23	Asset Purchase Agreement dated as of June 21, 1993 by and between MediTek Premier, Inc., and Premier Imaging Associates II, L.P. is incorporated by reference to Exhibit 1 to the Form 8-K dated March 18, 1994.
10.24	Assignment Agreement dated as of February 1, 1994 by and between MediTek Premier, Inc., Andrew Zeldin, Imaging Consultants, Inc. and Health Services, Inc. is incorporated by reference to Exhibit 2 to the Form 8-K dated March 18, 1994.
11	Computation of earnings per share.
21	Subsidiaries of the Company.
23.1	Consent of independent auditors.
23.2	Consent of independent auditors.

(b) Reports on Form 8-K

There were no reports on Form 8-K filed by the Company during the fourth quarter of fiscal 1995.

(c) Exhibits

See Item 14 (a) (3).

(d) Separate Financial Statements Required
Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HEICO CORPORATION

Date: January 15, 1996

BY:/S/ THOMAS S. IRWIN

THOMAS S. IRWIN
Executive Vice President
and Chief Financial Officer
(Principal Financial and
Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/S/ LAURANS A. MENDELSON LAURANS A. MENDELSON	Chairman, President, Chief Executive Officer and Director (Principal Executive Officer)	January 15, 1996
/S/ JACOB T. CARWILE JACOB T. CARWILE	Director	January 15, 1996
/S/ SAMUEL L. HIGGINBOTTOM SAMUEL L. HIGGINBOTTOM	Director	January 15, 1996
/S/ PAUL F. MANIERI PAUL F. MANIERI	Director	January 15, 1996
/S/ ERIC A. MENDELSON ERIC A. MENDELSON	Director	January 15, 1996
/S/ ALBERT MORRISON, JR. ALBERT MORRISON, JR.	Director	January 15, 1996
/S/ ALAN SCHRIESHEIM ALAN SCHRIESHEIM	Director	January 15, 1996
/S/ GUY C. SHAFER GUY C. SHAFER	Director	January 15, 1996

EXHIBIT 10.3

AMENDMENT
TO
SUNBANK REIMBURSEMENT AGREEMENT

This Amendment to SunBank Reimbursement Agreement, dated as of the 1st day of March, 1995, by and between HEICO AEROSPACE CORPORATION, a Florida corporation, f/k/a HEICO CORPORATION, a Florida corporation (the "Company"), and SUNBANK/SOUTH FLORIDA, NATIONAL ASSOCIATION (the "Bank").

W I T N E S S E T H:

WHEREAS, the Company and the Bank executed that certain SunBank Reimbursement Agreement dated as of the 28th day of February, 1994 (the "Agreement"); and

WHEREAS, the parties have agreed to certain modifications to the Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

2. Section 1, DEFINITIONS, is amended as follows:

(A) The definition of "GUARANTORS" shall be deleted and the following inserted in its place:

"GUARANTORS" means (collectively) JET AVION CORPORATION, a Florida corporation, JET AVION HEAT TREAT CORPORATION, a Florida corporation, LPI INDUSTRIES CORPORATION, a Florida corporation, AIRCRAFT TECHNOLOGY, INC., a Florida corporation, MEDITEK HEALTH CORPORATION, a Florida corporation, MEDITEK INDUSTRIES, INC., a Florida corporation, HEICO CORPORATION, a Florida corporation, and HEICO-NEWCO, INC., a Florida corporation.

(B) The definition of "MORTGAGE" shall be deleted and the following inserted in its place:

"MORTGAGE" means the Mortgage and Security Agreement dated as of March 1, 1988, executed by the Company in favor of Broward County, Florida, and NCNB National Bank of North

Carolina, in accordance with the Indenture and Loan Agreement, and recorded on March 30, 1988, in Official Records Book 15307, Page 520, Broward County's interest being assigned to Mellon Bank, N.A., by Broward County, Florida, by instrument dated March 1, 1988, and recorded on March 30, 1988, in Official Records Book 15307, Page 544, as assigned to Bank by virtue of Assignment of Mortgage from NCNB dated February 28, 1994, as modified by a Mortgage Modification Agreement dated February 28, 1994, recorded on March 3, 1994, in Official Records Book 21825, Page 1 (all of the foregoing recording information referring to the Public Records of Broward County, Florida), and any further modifications thereto."

(C) The definition of "PLEDGE AGREEMENT" shall be deleted and the following inserted in its place:

"PLEDGE AGREEMENT" means the Pledge and Security Agreement dated as of March 1, 1988 by and among the Company, the Custodian, and NationsBank, as assigned by NationsBank to the Bank pursuant to an Assignment dated as of February 28, 1994, as amended by an Amendment to Pledge and Security Agreement dated as of February 28, 1994, as further amended by a Second Amendment to Pledge and Security Agreement dated as of March 1, 1995, and any further amendments and modifications thereto, which provides that Pledged Bonds shall be released only upon delivery of a notice of reinstatement to the Custodian."

(D) The definition of "REMARKETING AGREEMENT" shall be deleted and the following inserted in its place:

"REMARKETING AGREEMENT" means the Remarketing Agreement dated as of March 1, 1988, as amended by an Amendment to Remarketing Agreement dated as of February 28, 1994, and any further amendments and modifications thereto, among the Issuer, the Company, and the Remarketing Agent."

(E) The definition of "SECOND MORTGAGE" shall be deleted and the following inserted in its place:

"SECOND MORTGAGE" means the Second Mortgage Deed and Security Agreement dated as of February 28, 1994, executed by the Company in favor of the Bank in the amount of $2,000,000.00 which is a second lien on the Property, recorded on March 3, 1994, in Official Records Book 21825, Page 121, of the Public Records of Broward County, Florida, as modified by that certain

Mortgage Modification Agreement (Second Mortgage) executed by the Company and the Bank, dated as of March 1, 1995, and any further modifications thereto."

(F) The following definition of "SECURITY AGREEMENTS" is hereby added:

"SECURITY AGREEMENTS" means the Security Agreements dated February 28, 1994, from the Company and each of the Guarantors (other than HEICO-Newco, Inc.) to the Bank, and the Security Agreement dated as of March 1, 1995 from HEICO-Newco, Inc. to the Bank, as the same may be modified or reaffirmed from time to time."

(G) The definition of "SUNBANK LOAN AGREEMENT" shall be deleted and the following inserted in its place:

"SUNBANK LOAN AGREEMENT" collectively means the Loan Agreement between the Bank, Heico Corporation and the Company, dated as of February 28, 1994, as amended by a First Amendment to Loan Agreement and Reaffirmation Agreement dated as of October 13, 1994, and a Second Amendment to Loan Agreement dated as of March 1, 1995, and any further modifications thereto."

3. Subparagraph (c)(ix) of Section 2, APPLICATION, REIMBURSEMENT AND OTHER PAYMENTS, shall be deleted and the following shall be inserted in its place:

"(ix) on each anniversary date of this Agreement (the "Anniversary Date"), a fee equal to 1.25% of the excess, if any, of the stated amount of the Letter of Credit over the balance in the Yield Restricted Account on the Anniversary Date;

4. Subparagraph (b) of Section 25, SECURITY AND CASH COLLATERAL ACCOUNT, shall be deleted and the following inserted in its place:

"(b) Company agrees to deposit into the Cash Collateral Account the sum of Sixteen Thousand, Five Hundred Dollars ($16,500.00) on the 28th day of February, 1994, and on like date each month thereafter until the 28th day of June, 1995. Commencing on the 28th day of July, 1995, the Company agrees to deposit into the Cash Collateral Account the sum of Eight Thousand, Two Hundred Fifty Dollars ($8,250.00) and further agrees to deposit like amount on the 28th day of each month thereafter until the Letter of Credit is terminated and all Payment Obligations to the Bank are paid in full."

5. Except as hereinabove amended, the Agreement shall continue in full force and effect.

6. AS A MATERIAL INDUCEMENT FOR THE BANK TO AMEND THE AGREEMENT PURSUANT TO THIS AMENDMENT, THE COMPANY COVENANTS WITH AND WARRANTS UNTO THE BANK, AND ITS AFFILIATES AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST THE BANK RELATING IN ANY WAY TO THE INDENTURE, THE AGREEMENT OR OTHER ASSOCIATED LOAN DOCUMENTS, THROUGH THE DATE HEREOF, OR THE OBLIGATION OF THE COMPANY TO PAY OR PERFORM ALL OBLIGATIONS TO THE BANK EVIDENCED BY THE AGREEMENT OR OTHERWISE.

7. AS A MATERIAL INDUCEMENT FOR THE BANK TO AMEND THE AGREEMENT PURSUANT TO THIS AMENDMENT, THE COMPANY DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH THE COMPANY EVER HAD, NOW HAS OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF THE COMPANY HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RELATING IN ANY WAY TO THE INDENTURE, THE AGREEMENT AND OTHER ASSOCIATED LOAN DOCUMENTS, THROUGH THE DATE HEREOF. THE COMPANY FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

8. THE BANK AND THE COMPANY HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE AGREEMENT AND ANY AGREEMENT CONTEMPLATED OR TO BE EXECUTED IN CONJUNCTION THEREWITH, UNDER ANY ASSOCIATED LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THE COMPANY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE BANK IN ACCEPTING THIS AMENDMENT, AND THAT THE BANK WOULD NOT HAVE ACCEPTED THIS AMENDMENT WITHOUT THIS JURY TRIAL WAIVER. THE COMPANY ACKNOWLEDGES THAT THE COMPANY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS JURY TRIAL WAIVER, AND UNDERSTANDS THE LEGAL EFFECT

OF THIS JURY TRIAL WAIVER. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS. THE BANK HAS IN NO WAY AGREED WITH OR REPRESENTED TO THE COMPANY OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS JURY TRIAL WAIVER WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers and authorized representatives thereunto duly authorized as of the date first above written.

Signed, sealed and delivered
in the presence of:

HEICO AEROSPACE CORPORATION, a Florida corporation f/k/a HEICO CORPORATION, a Florida corporation

____

By /S/ THOMAS S. IRWIN

Its: VICE CHAIRMAN AND TREASURER

____

(SEAL)

SUNBANK/SOUTH FLORIDA, NATIONAL ASSOCIATION

____

By: /S/ DORMAN C. PARRISH

Its: VICE PRESIDENT

____

EXHIBIT 10.6

SECOND AMENDMENT TO LOAN AGREEMENT

THIS SECOND AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 1st day of March, 1995, by and among HEICO CORPORATION, a Florida corporation ("Heico"), HEICO AEROSPACE CORPORATION, a Florida corporation, f/k/a HEICO CORPORATION, a Florida corporation ("Aerospace"; collectively with Heico, "Borrower"), and SUNBANK/SOUTH FLORIDA, NATIONAL ASSOCIATION ("Lender").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Loan Agreement dated February 28, 1994, as previously amended by that certain First Amendment to Loan Agreement and Reaffirmation Agreement dated as of October 13, 1994 (collectively, the "Loan Agreement"), pursuant to which Heico obtained extensions of credit of up to Four Million Nine Hundred Ninety Thousand Dollars ($4,990,000.00) for the purposes specified in the Loan Agreement;

WHEREAS, Borrower and Lender wish to increase and modify the loan from Lender to Heico, such that the loan shall hereafter consist of a revolving line of credit in the amount of Seven Million Dollars ($7,000,000.00) (the "Loan"), which shall be used by Borrower and HEICO-NEWCO, INC., a Florida corporation ("Newco"), to acquire companies engaged in businesses similar to that of Aerospace or its subsidiaries; shall be used by MEDITEK HEALTH CORPORATION, a Florida corporation ("Meditek"), to acquire medical centers which are engaged in any business activity which would not represent a material change from the kind of business activity currently engaged in by Meditek or its subidiaries; and shall additionally be used by Borrower, Newco and Meditek for working capital and other general corporate purposes, subject to the terms and conditions set forth in the Loan Agreement, as modified herein; and

WHEREAS, Borrower and Lender now wish to modify the Loan Agreement as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the loans or extensions of credit heretofore, now or hereafter made or to be made for the benefit of Borrower by Lender, the parties do hereby agree as follows:

1. The foregoing recitals are hereby acknowledged to be true and correct and are incorporated herein by reference.

2. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

3. From and after the date hereof, all references in the Loan Agreement to the Loan shall mean and refer to the Loan (as defined herein).

4. Subsection 1.2(a) of the Loan Amendment is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

> (a) "ADVANCE": A disbursement by a Lender of a portion of the Loan proceeds to be funded to Heico, in accordance with the terms and provisions of this Agreement, to be utilized as provided in this Agreement.

5. Subsection 1.2(k) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

> (k) "CASH COLLATERAL ACCOUNT": A Yield Restricted Cash Collateral Account pledged by Aerospace in favor of Lender under the terms and provisions of the Reimbursement Agreement as security for the Reimbursement Agreement into which the sum of (i) Sixteen Thousand Five Hundred ($16,500.00) Dollars (through June 28, 1995) and (ii) Eight Thousand Two Hundred Fifty ($8,250.00) Dollars (after June 28, 1995) per month shall be funded, said monthly payments to be funded at the time of Closing and monthly thereafter, until the earlier of such time as the sum of One Million Nine Hundred Eighty Thousand ($1,980,000.00) Dollars has been funded into the Cash Collateral Account or until the expiration of the Letter of Credit.

6. Subsection 1.2(v) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

> (v) "GUARANTOR(S)": Individually and collectively, JET AVION CORPORATION, a Florida corporation, JET AVION HEAT TREAT CORPORATION, a Florida corporation, LPI INDUSTRIES CORPORATION, a Florida corporation, AIRCRAFT TECHNOLOGY, INC., a Florida corporation, MEDITEK, MEDITEK INDUSTRIES, INC., a Florida corporation, and HEICO-NEWCO, INC., a Florida corporation, as to the Loan, the Reimbursement Agreement and all obligations associated therewith, and, in connection with guaranteeing repayment of the Reimbursement Agreement and all obligations associated therewith - Heico, and, in connection with guaranteeing repayment of the Loan and all obligations associated therewith - Aerospace. All of the above Guarantors shall jointly and severally guarantee repayment and performance of the Loan, the Reimbursement Agreement and all obligations of each Borrower to Lender

associated therewith.

7. Subsection 1.2(w) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

> (w) "GUARANTYS": Collectively, the Absolute Unconditional and Continuing Guarantys executed by each Guarantor in favor of Lender, as modified and/or reaffirmed from time to time, guaranteeing repayment of the Loan, the Reimbursement Agreement and all obligations of each Borrower associated therewith.

8. Subsection 1.2(dd) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

(dd) "MATURITY DATE": As to the Loan, April 30, 1997, unless extended pursuant to Section 2.6 hereof. As to the Letter of Credit, five (5) years from the date of the issuance of the Letter of Credit.

9. Subsection 1.2(ee) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

(ee) "MORTGAGE DOCUMENTS": Collectively, that certain Mortgage and Security Agreement dated as of the 1st day of March 1988, executed by Aerospace, formerly known as Heico Corporation, a Florida corporation, as mortgagor, and Broward County, Florida and NCNB, as mortgagees, recorded in Official Records Book 15307, Page 520, Broward County's interest being assigned to Mellon Bank, N.A. by Broward County, Florida by instrument dated March 1, 1988, and recorded on March 30, 1988 in Official Records Book 15307, Page 544, as assigned to Assignee by virtue of Assignment of Mortgage from NCNB dated February 28, 1994, as modified by Mortgage Modification Agreement dated February 28, 1994, and recorded on March 3, 1994 in Official Records Book 21825, Page 1 (collectively, the "First Mortgage"), together with a Second Mortgage Deed and Security Agreement dated as of February 28, 1994, in the amount of Two Million ($2,000,000.00) Dollars executed by Aerospace in favor of Lender, and recorded on March 3, 1994, in Official Records Book 21825, Page 12, as modified by Mortgage Modification Agreement (Second Mortgage) dated as of March 1, 1995 (collectively, the "Second Mortgage"), both mortgages, as modified, being recorded in the Public Records of Broward County, Florida and encumbering the property located at 3000 Taft Street, Hollywood, Florida 33021 (the "Property"), said Second Mortgage executed as security for Aerospace's Guaranty of the Loan, together with an Assignment of Rents, Leases and Deposits and UCC-1 Financing Statements executed in connection therewith.

10. Subsection 1.2(ff) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

(ff) "NOTE": A Consolidation Master Revolving Promissory Note in the principal amount of Seven Million Dollars ($7,000,000.00) from Heico to Lender dated June 29, 1995, and any modifications, amendments or renewals thereof, evidencing the Loan, which Note consolidates (i) that certain Master Revolving Promissory Note in the principal amount of Two Million Ten Thousand Dollars ($2,010,000.00) from Heico to Lender dated June 29, 1995, and (ii) that certain Modification Master Revolving Promissory Note in the principal amount of Four Million Nine Hundred Ninety Thousand Dollars ($4,990,000.00) from Heico to Lender dated June 29, 1995 (which in turn modifies that certain Modification Master Revolving Promissory Note in the principal amount of Four Million Nine Hundred Ninety Thousand Dollars ($4,990,000.00) from Heico to Lender dated October 13, 1994, which modified that certain Master Revolving

Promissory Note in the principal amount of Four Million Nine Hundred Ninety Thousand Dollars ($4,990,000.00) from Heico to Lender dated February 28, 1994).

11. Subsection 1.2(ll) of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Subsection shall read in its entirety as follows:

(ll) "SECURITY AGREEMENTS": Security Agreements, as modified and/or reaffirmed from time to time, from each Borrower and each Guarantor (other than Meditek and Meditek Industries, Inc.) to Lender securing the Note, the Loan Agreement and the Guarantys, as applicable, which shall provide valid first liens (subject to the "Permitted Liens" as set forth herein) on the personal property identified in the Security Agreements.

12. The following Subsection 1.2(tt) is hereby added to the Loan Agreement, effective from and after the date hereof:

(tt) "ELIGIBLE RECEIVABLES": Those accounts receivable of Aerospace and Newco arising in the normal and ordinary course of business which are no more than ninety (90) days old, or one hundred and fifty (150) days old (in the case of accounts receivable with ninety (90) day terms only), from the original invoice date, according to the original terms of sale and the payment of which is not in dispute and in which the Lender has a first priority security interest. The Lender may treat any account receivable or any portion thereof, as ineligible: (i) if any warranty contained in this or any related agreement is breached with respect thereto; (ii) if the customer or account debtor has filed a petition for bankruptcy or any other application for relief under the Bankruptcy Act, assigned for the benefit of creditors, or if any petition or any other application for relief under the Bankruptcy Act has been filed against the said customer or account debtor, or if the customer or account debtor has failed, suspended business, become insolvent, or had or suffered a receiver or trustee to be appointed for any of its assets or affairs; (iii) if the customer or account debtor is located outside the United States; provided, however, that up to ten percent (10%) of Eligible Receivables may consist of accounts receivable from account debtors located in Canada; (iv) if more than twenty percent (20%) of the customer's or account debtor's account receivables are more than one hundred and twenty (120) days old from the date of the original invoice representing the account receivable, then all of such customer's or account debtor's account receivables shall be ineligible; (v) to the extent any portion of the account receivable represents finance and service charges due and owing to Aerospace or Newco from said account debtor; (vi) if the account receivable represents sums due and owing for work and/or service currently being rendered by Aerospace but not yet completed by Aerospace; (vii) if the account receivable is due and owing from an affiliate corporation or related entity of Aerospace or Newco or represents an intercompany account; (viii) if the account receivable represents a consignment sale or warranty work; (ix) if the account receivable represents sums due and owing from an employee of Aerospace or Newco; (x) if the account receivable represents retainage under and owing to Aerospace or Newco; (xi) if the account receivable represents the billing for inventory which has not been delivered to said account debtor;

(xii) if the account receivable represents a Bill and Hold Invoice for items which have been billed and are not yet due and payable; or (xiii) if the Lender believes, in its credit judgement in Lender's reasonable discretion, that collection of such account receivable is insecure or that it may not be paid by reason of financial inability to pay or otherwise or that such account receivable is not suitable for use as collateral hereunder.

13. The following Subsection 1.2(uu) is hereby added to the Loan Agreement, effective from and after the date hereof:

(uu) "ELIGIBLE INVENTORY": All inventory of raw materials and finished goods then owned by Aerospace and Newco and held for sale in the ordinary course of business as then conducted. However, Eligible Inventory shall not include any item of inventory that: (i) is not in good condition or of merchantable quality; (ii) is defective or does not meet the established specifications of Aerospace or Newco, as applicable, for its type; (iii) is obsolete or infrequently sold (unless the subject of a current purchase order); (iv) is held by any person other than Aerospace, Newco or a party to a bailment agreement with the Lender (in such form and substance as may be acceptable to the Lender); (v) is located at any location other than Aerospace's or Newco's principal place of business; (vi) is located on any leased premises where the landlord is not a party to a waiver and access agreement with the Lender (in such form as may be acceptable to the Lender); (vii) is located at any location outside the United States of America; (viii) is subject to any prior lien, encumbrance or claim so that the Lender does not hold a perfected first priority security interest in the inventory; (ix) is the subject of any financing statement, lien or other encumbrance other than in favor of the Lender; or (x) is the subject of any other person's claim of ownership, whether legal, beneficial or otherwise. Eligible Inventory shall exclude any inventory on which the Lender, for any reason, does not hold a perfected security interest subject to no prior liens or claims. In addition, Lender has the right to deem any inventory as ineligible for lending purposes if it is not in the Lender's reasonable judgment adequately documented by Aerospace's books and records.

14. The following Subsection 1.2(vv) is hereby added to the Loan Agreement, effective from and after the date hereof:

(vv) "THREE YEAR ADVANCE": An Advance of the Loan proceeds utilized for the acquisition of a medical center which is engaged in any business activity which would not represent a material change from the kind of business activity currently engaged in by Meditek or its subidiaries, or for the acquisition of a company engaged in a business similar to that of Aerospace or its subsidiaries, and the purchase agreement for which provides for installment payments of the purchase price over a period of less than four (4) years.

15. The following Subsection 1.2(ww) is hereby added to the Loan Agreement, effective from and after the date hereof:

(ww) "FOUR YEAR ADVANCE": An Advance of the Loan proceeds utilized for the acquisition of a medical center which is engaged in any business activity which would not represent a material change from the kind of business activity currently engaged in by Meditek or its subidiaries, or for the acquisition of a company engaged in a business similar to that of Aerospace or its subsidiaries, and the purchase agreement for which provides for installment payments of the purchase price over a period of four (4) or more years.

16. From the date hereof through JUNE 29, 1995, Section 2.1 of the Loan Agreement shall remain as provided in the Loan Agreement. On JUNE 30, 1995, Section 2.1 of the Loan Agreement shall be amended and restated so that, from and after such date, such Section shall read in its entirety as follows:

2.1 Provided there does not exist an Event of Default, and no event with which notice or lapse of time or both would become such an Event of Default, and does not exist an event which would otherwise constitute an Event of Default but for the terms and conditions set forth in Article 14.17 herein, and subject to the terms and provisions of this Agreement, Lender will under the Note, lend or advance for the account of Borrower from time to time through the Maturity Date, and Borrower may borrow, repay and re-borrow, such amounts as may be required for the purpose of providing acquisition financing to Borrower or on behalf of Newco to purchase companies engaged in businesses similar to that of Aerospace or its subsidiaries; to provide acquisition financing on behalf of Meditek to acquire medical centers which are not engaged in any business activity which would represent a material change from the kind of business activity currently engaged in by Meditek or its subidiaries; and for working capital and other general corporate purposes of Borrower, Newco and Meditek. Advances under the Loan will be funded to Borrower. All Advances under the Loan will be secured by all collateral set forth in the Guarantys, the Second Mortgage, the Security Agreements, this Agreement and all other Loan Documents (other than the First Mortgage). Advances shall bear interest and be repayable as provided in the Note. The aggregate amount advanced under the Loan outstanding shall not at any time be less than One Thousand Dollars ($1,000.00) or exceed the lesser of: (i) Seven Million Dollars ($7,000,000.00); or (ii) the value of Margined Asset Values (which shall mean the aggregate of (A) eighty percent (80%) of Eligible Receivables plus (B) fifty percent (50%) of the value of Eligible Inventory, as determined at the lower of cost or fair market value plus (C) ninety percent (90%) of the orderly liquidation value of Aerospace's and Newco's machinery and equipment plus (D) seventy-five percent (75%) of the appraised value (as determined by the most recent appraisal delivered to Lender) of the Property less (aa) the current stated amount of the Letter of Credit plus (bb) the balance in the Cash Collateral Account). In the event the amount outstanding under the Note at any time exceeds the permitted amount, said excess shall bear interest at the rate set forth in the Note and shall be due and payable in full UPON DEMAND. Borrower shall deliver to Lender within sixty (60) days after the end of each fiscal quarter, a report in the form attached hereto as Exhibit "A" (each an "Asset Report") itemizing the Margined Asset Values at the end of such fiscal quarter, and the acquisitions made by

Meditek and/or Aerospace during said fiscal quarter, together with a Certificate of Complaince and No Default in the form attached hereto as Exhibit "B" (each a "Compliance Certificate").

17. The following Section 2.5 is hereby added to the Loan Agreement, effective from and after the date hereof:

2.5 In connection with the Loan, a fee in arrears shall be due and owing from Borrower to Lender beginning on September 30, 1995, and on the last day of each fiscal quarter thereafter, in an amount equal to one-quarter of one percent (0.25%) per annum of the maximum principal amount of the Loan less the average outstanding principal balance of the Note, and an additional loan fee shall be due and owing from Borrower to Lender in an amount equal to one-quarter of one percent (0.25%) of the amount of each Advance under the Note which is converted to a term loan, payable at the time such Advance is so converted.

18. The following Section 2.6 is hereby added to the Loan Agreement, effective from and after the date hereof:

2.6 On or before April 30 in each year, commencing on April 30, 1996, Lender shall determine, in its sole and absolute discretion, whether to extend the Maturity Date of the Loan for one (1) additional year. If Lender elects to make any such extensions of the Maturity Date, and assuming Borrower elects to accept such extensions, Borrower shall execute such amendments to the Loan Agreement and other documents as shall be reasonably required by Lender in connection with each such extension. Nothing contained herein shall obligate Lender to make any such extension of the Maturity Date, or obligate Borrower to accept any such extension.

19. Section 3.1 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

3.1 Each Advance to the Borrower under the Loan shall be made by the Lender upon written request of the Borrower stating the date on which the Advance is to be made (the "Borrowing Date"), the estimated purpose of the Advance (i.e., for acquisitions or working capital) and the principal amount of the Advance requested, said Advance Request to be delivered at least two (2) business days prior to the date of the Advance. In the event of any disagreement between Borrower and Lender as to whether an Advance constitutes a working capital advance or an acquisition advance, the reasonable determination of Lender shall control and be binding. The above set forth written request forms may be sent via facsimile, to be immediately followed by delivery of the original forms to Lender. Borrower shall be entitled to obtain no more than six (6) Advances during each loan year (i.e., from the first day of May through the last day of April, and shall not be entitled to obtain any Advances after the Maturity Date.

20. Section 3.3 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

INTENTIONALLY DELETED

21. The first sentence of Article 6 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such sentence shall read in its entirety as follows:

> The proceeds of the Loan shall be used by Borrower and Newco to acquire companies engaged in businesses similar to that of Aerospace or its subsidiaries; shall be used by Meditek to acquire medical centers which are engaged in any business activity which would not represent a material change from the kind of business activity currently engaged in by Meditek or its subsidiaries; and shall additionally be used by Borrower, Newco and Meditek for working capital and other general corporate purposes.

22. Section 8.19 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

> 8.19 In connection with each Advance which is converted to a term loan under the Loan, Borrower shall provide to Lender such documentation and information as Lender shall reasonably request in order for Lender to perform an analysis of the Medical Center or other acquisition funded with the Advance and/or to evaluate the value of Margined Asset Values.

23. The following language is hereby added to the end of Section 8.23 of the Loan Agreement, effective from and after the date hereof:

> Borrower and Lender specifically acknowledge and agree that Newco shall be allowed to transfer assets to Meditek or any of its subsidiaries; provided, however that such transfers shall not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) in the aggregate during any fiscal year of Newco. In addition, Borrower and Lender acknowledge and agree that Aerospace shall be permitted to transfer certain (but not substantially all) of its assets to Newco.

24. Section 8.24 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

> 8.24 Borrower and the Guarantors on a consolidated basis shall maintain a minimum tangible net worth of Thirteen Million ($13,000,000.00) Dollars at all times during the term of the Loan.

25. Section 8.32 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

8.32 Provided that no Event of Default hereunder has occurred and is continuing, and no event with which notice or lapse of time or both would become such an Event of Default, and that Borrower is otherwise in compliance with the terms and provisions of this Agreement, additional negotiated debt, lease obligations and guaranties of Borrower and all Guarantors shall not be limited. However, Borrower and the Guarantors shall provide notice to Lender of any recourse obligations, any negotiated debt or guaranties in excess of Two Hundred Fifty Thousand ($250,000.00) Dollars and in increments of One Hundred Thousand ($100,000.00) Dollars thereafter.

26. The following language is hereby added to the end of Section 8.35 of the Loan Agreement, effective from and after the date hereof:

Notwithstanding the foregoing, Aerospace shall be permitted to transfer certain (but not substantially all) of its assets to Newco.

27. Section 8.36 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

INTENTIONALLY DELETED

28. Section 8.37 of the Loan Agreement is hereby amended and restated so that, from and after the date hereof, such Section shall read in its entirety as follows:

8.37 There shall be no subordinate financing of the property included in the collateral encumbered by the Loan Documents. Borrower shall, however, be permitted to provide a purchase money security interest in new equipment purchased by Borrower (it being acknowledged that for purposes of this Agreement, a purchase money security interest shall be deemed to include a security interest provided to Eagle National Bank ("Eagle") in connection with advances effectuated under a $1,600,000.00 line of credit, which advances reimburse the applicable borrower for the purchase of a specific piece of new equipment, and, for which advance Eagle files a UCC-1 Financing Statement encumbering the particular piece of new equipment financed by Eagle), provided that Borrower shall provide Lender with not less than thirty (30) days prior written notice of a purchase of new equipment, which will replace existing equipment in which Lender has a first priority security interest.

29. The following Section 8.41 is hereby added to the Loan Agreement, effective from and after the date hereof:

8.41 Borrower shall at all times maintain a ratio of Total Funded Debt divided by Earnings Before Interest Expense and Taxes plus Depreciation and Amortization

(EBITDA) of less than 4.0 to 1. The foregoing ratio shall be calculated on an annualized rolling four quarter basis at the end of each fiscal quarter. For purposes of this section, "Funded Debt" shall mean all indebtedness for money borrowed, purchase money mortgages, capitalized leases, conditional sales contracts and similar title retention debt instruments, including any current maturities of such indebtedness, which by its terms matures more than one year from the date of any calculation thereof and/or which is renewable or extendable at the option of the obligor to a date beyond one year from such date. The calculation of "Total Funded Debt" shall include (i) all Funded Debt of the Borrower and its subsidiaries, plus all Funded Debt of other entities or persons, other than subsidiaries, which has been guaranteed by the Borrower or any subsidiary or which is supported by a letter of credit issued for the account of the Borrower or any subsidiary, and (ii) the redemption amount with respect to any stock of the Borrower or its subsidiaries required to be redeemed within the next twelve months.

30. The following Section 8.42 is hereby added to the Loan Agreement, effective from and after the date hereof:

8.42 The Borrower shall at all times maintain a ratio of Earnings Before Interest Expense and Taxes (EBIT) and Operating Lease Expense divided by Interest Expense and Operating Lease Expense of greater than 1.75 to 1. The foregoing ratio shall be calculated on an annualized rolling four quarter basis at the end of each fiscal quarter.

31. The following Section 8.43 is hereby added to the Loan Agreement, effective from and after the date hereof:

8.43 Heico shall at all times maintain a controlling interest (voting and equity), which also represents an ownership interest of not less than fifty-one percent (51%), in Meditek.

32. The following Section 8.44 is hereby added to the Loan Agreement, effective from and after the date hereof:

8.44 Borrower shall provide to Lender on a monthly basis, within thirty (30) days after the end of each month, a breakdown of the contribution by each Medical Center to Meditek's gross revenue and net income.

33. The following Section 8.45 is hereby added to the Loan Agreement, effective from and after the date hereof:

8.45 Borrower shall provide to Lender an Asset Report within sixty (60) days (or, upon reasonable notice from lender, within forty-five (45) days) after the end of each fiscal quarter in each fiscal year of Borrower.

34. Heico and Lender acknowledge that subsequent to the execution of this Amendment, Heico may change the name of its subsidiary, HEICO-Newco, Inc., a Florida corporation ("Newco"). Within ten (10) business days after the filing of Articles of Amendment amending the Articles of Incorporation of Newco to effectuate such name change, Heico shall provide a filed copy of such Articles of Amendment to Lender, and shall cause Newco to execute such UCC-3 Statements of Change, amendments and reaffirmations to security agreements and guaranties, and such other documents as Lender shall reasonably require to continue perfection of Lender's security interests and Newco's obligations under all Loan Documents executed by it. The failure of Heico and Newco to fully comply with the requirements of this paragraph within thirty (30) days after the date of filing of the Articles of Amendment for Newco shall be and constitute an Event of Default under the Loan Agreement.

35. Borrower warrants and represents that all representations and warranties contained in the Loan Agreement are true and correct on the date hereof as if made on the date hereof, and that Borrower is not in default on the date hereof under any of the terms of the Loan Agreement or any of the Loan Documents to which it is a party.

36. In the event of any inconsistencies between the terms of the Loan Agreement and the terms of this Amendment, the terms and provisions of this Amendment shall supersede and control. Except as modified herein, the terms and provisions of the Loan Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and in full force and effect from and after the date hereof.

37. AS A MATERIAL INDUCEMENT FOR LENDER TO AMEND THE LOAN AGREEMENT PURSUANT TO THIS AMENDMENT, BORROWER COVENANTS WITH AND WARRANTS UNTO LENDER, AND ITS AFFILIATES AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST LENDER RELATING IN ANY WAY TO THE NOTE, THE LOAN AGREEMENT OR OTHER ASSOCIATED LOAN DOCUMENTS, THROUGH THE DATE HEREOF, OR THE OBLIGATION OF BORROWER TO PAY THE INDEBTEDNESS TO THE LENDER EVIDENCED BY THE NOTE OR OTHERWISE.

38. AS A MATERIAL INDUCEMENT FOR LENDER TO AMEND THE LOAN AGREEMENT PURSUANT TO THIS AMENDMENT, BORROWER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH BORROWER EVER HAD, NOW HAS OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING

WHATSOEVER RELATING IN ANY WAY TO THE NOTE, THE LOAN AGREEMENT AND OTHER ASSOCIATED LOAN DOCUMENTS, THROUGH THE DATE HEREOF. BORROWER FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

39. LENDER AND BORROWER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE LOAN AGREEMENT AND ANY AGREEMENT CONTEMPLATED OR TO BE EXECUTED IN CONJUNCTION THEREWITH, UNDER ANY OF THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. BORROWER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO LENDER IN ACCEPTING THIS AMENDMENT, AND THAT LENDER WOULD NOT HAVE ACCEPTED THIS AMENDMENT WITHOUT THIS JURY TRIAL WAIVER. BORROWER ACKNOWLEDGES THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS JURY TRIAL WAIVER, AND UNDERSTANDS THE LEGAL EFFECT OF THIS JURY TRIAL WAIVER. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS. LENDER HAS IN NO WAY AGREED WITH OR REPRESENTED TO BORROWER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS JURY TRIAL WAIVER WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Signed, sealed and delivered in the presence of:	BORROWER:
	HEICO CORPORATION, a Florida corporation
______________________________	By: /S/ THOMAS S. IRWIN Its EXECUTIVE VICE PRESIDENT
______________________________	(Corporate Seal)

HEICO AEROSPACE CORPORATION,
a Florida corporation,
f/k/a HEICO CORPORATION,
a Florida corporation

____

By: /S/ THOMAS S. IRWIN

Its VICE CHAIRMAN AND TREASURER

____

(Corporate Seal)

LENDER:

SUNBANK/SOUTH FLORIDA,
NATIONAL ASSOCIATION

____

By: /S/ DORMAN C. PARRISH

Its VICE PRESIDENT

____

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement") is made and entered into this 9TH day of AUGUST, 1995 by and among Eagle National Bank of Miami, a national banking association with its principal place of business at c/o Daniel Acevedo, Jr., 1550 Biscayne Boulevard, Miami, Florida 33132-1488 ("Lender"), and HEICO Corporation, HEICO Aerospace Corporation, Jet Avion Corporation, Jet Avion Heat Treat Corporation, LPI Industries Corporation, Aircraft Technology, Inc., and MediTek Industries, Inc., each a Florida corporation (collectively the "Original Borrower") MediTek Health Corporation, a Florida corporation (the "Guarantor"), and MediTek-Chatham Industries, Inc., MediTek-Palm Beach Gardens, Inc. MediTek-ICOT, Inc., each a Florida corporation (the "Additional Borrowers"; the Original Borrowers and the Additional Borrowers are hereinafter collectively referred to as the "Borrowers" and individually, a "Borrower").

W I T N E S S E T H

WHEREAS, Lender, the Original Borrowers and the Guarantor entered into that certain Loan Agreement dated as of March 31, 1994, as amended by that certain First Amendment to Loan Agreement dated as of May 31, 1994 by and among the Original Borrowers, the Additional Borrowers, the Guarantor and the Lender (collectively, the "Loan Agreement") pursuant to which Lender provided the Borrowers a credit facility in the aggregate principal amount of One Million, Six Hundred Thousand Dollars ($1,600,000.00) (the "Credit Facility") for the purpose of making loans to the Borrowers for purchasing or refinancing equipment to be used in Borrowers' business operations; and

WHEREAS, Borrowers have requested and Lender has agreed to a modification of the terms and conditions of the Loan Agreement, in accordance with the terms and conditions of this Agreement (this Agreement and the Loan Agreement shall hereafter be referred to as the "Modified Agreement");

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth below and the sum of $10.00, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledge, Borrowers and Lender agree as follows:

TERMS

1. REAFFIRMATION OF LOAN AGREEMENT. Except as modified hereby, all of the terms and conditions of the Loan Agreement, as well as all other documents and instruments executed and delivered by Borrowers to Lender in connection therewith, are hereby ratified, affirmed and approved in all respects and shall remain in full force and effect.

2. DEFINITIONS. Unless otherwise defined all capitalized terms in this Agreement shall have the same meaning as in the Loan Agreement.

3. THE CREDIT FACILITY. Lender agrees, pursuant to the terms of this Agreement, to extend the period of time the Credit Facility will be available to Borrowers and to increase the aggregate principal amount extended thereunder. Pursuant to the terms and conditions of the Modified Agreement Lender shall make separate term loans in U.S. Dollars to Borrower or Borrowers (as applicable) on a non-revolving basis in such amounts as Parent shall request, provided that the aggregate principal amount extended under the Credit Facility shall not exceed $1,900,000.00. Each separate loan to a Borrower under this Agreement shall be referred to as an "Equipment Loan" and all such loans shall be collectively referred to as the "Equipment Loans". The Credit Facility shall be permanently reduced by the amount of each Equipment Loan made hereunder. The Credit Facility shall be available for an additional period of one year commencing with the date of this Agreement and expiring on the earlier of the date the aggregate principal amount of the Equipment Loans equals $1,900,000.00 or August 1, 1996 (the "Termination Date"). The terms for each Equipment Loan shall remain as set forth in the Loan Agreement.

4. CREDIT FACILITY FEE. Borrowers agree to pay Lender a non-refundable credit facility fee in the amount of Eight Thousand Dollars ($8,000.00) upon the execution of this Agreement. The facility fee is paid to Lender as compensation for committing to make funds available to Borrowers under the Credit Facility, as set forth in paragraph 3 above, and is not paid as compensation for the Credit Facility or for any other purpose.

5. CONFLICT. The provisions of this Agreement shall control in the event of any conflict between it and any of the Loan Documents, except that the provisions of the Notes and security agreements (given pursuant to paragraph 2.3 of the Loan Agreement, the "Security Agreements") shall control in the event of any conflict between the Notes or the Security Agreements and this Agreement.

6. TIME. Time is of the essence with respect to all matters set forth herein.

7. WAIVER, MODIFICATION OR CANCELLATION. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties hereto.

8. WAIVER OF JURY TRIAL. ALL PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS AGREEMENT, THE EQUIPMENT LOANS, THE LOAN DOCUMENTS AND ANY AGREEMENT EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF EITHER PARTY. THIS PROVISION FOR WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND TO MAKE THE EQUIPMENT LOANS.

9. FURTHER ASSURANCES. At all times following the date of this Agreement, Borrowers agree to execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might be reasonably requested by Lender to effectuate the terms and provisions of this Agreement and the transactions contemplated herein to assure that the benefits of this Agreement are realized by the parties hereto.

IN WITNESS WHEREOF, Borrowers (Parent and Subsidiaries) and Lender have hereunto caused these presents to be executed on this date first above written.

WITNESSES:	PARENT:
	HEICO CORPORATION, a Florida corporation
/S/ELIZABETH R. LETENDRE	By: /S/THOMAS S. IRWIN
	Name: THOMAS S. IRWIN
/S/GENEVIEVE A. YOUNG	Title: EXECUTIVE VICE PRESIDENT
	[CORPORATE SEAL]
	LENDER:
	EAGLE NATIONAL BANK OF MIAMI, a National banking association
____________________	By: /S/DANIEL ACEVEDO, JR.
	Name: DANIEL ACEVEDO, JR.
	Title: ASSISTANT VICE PRESIDENT

(Signatures Continue on the Following Pages)

SUBSIDIARIES:

WITNESSES:

JET AVION CORPORATION, a Florida corporation

/S/ELIZABETH R. LETENDRE

/S/GENEVIEVE A. YOUNG

By: /S/THOMAS S. IRWIN
Name: THOMAS S. IRWIN
Title: TREASURER

[CORPORATE SEAL]

WITNESSES:

HEICO AEROSPACE CORPORATION, a Florida corporation

/S/ELIZABETH R. LETENDRE

/S/GENEVIEVE A. YOUNG

By: /S/THOMAS S. IRWIN
Name: THOMAS S. IRWIN
Title: VICE CHAIRMAN AND TREASURER

[CORPORATE SEAL]

WITNESSES:

JET AVION HEAT TREAT CORPORATION, a Florida corporation

/S/ELIZABETH R. LETENDRE

/S/GENEVIEVE A. YOUNG

By: /S/THOMAS S. IRWIN
Name: THOMAS S. IRWIN
Title: TREASURER

[CORPORATE SEAL]

WITNESSES:

LPI INDUSTRIES CORPORATION, a Florida corporation

/S/ELIZABETH R. LETENDRE

/S/GENEVIEVE A. YOUNG

By: /S/THOMAS S. IRWIN
Name: THOMAS S. IRWIN
Title: TREASURER

[CORPORATE SEAL]

WITNESSES:

MEDITEK HEALTH CORPORATION, a Florida corporation

/S/ELIZABETH R. LETENDRE

/S/GENEVIEVE A. YOUNG

By: /S/THOMAS S. IRWIN
Name: THOMAS S. IRWIN
Title: EVP AND TREASURER

[CORPORATE SEAL]

(Signatures Continue on the Following Pages)

WITNESSES:	AIRCRAFT TECHNOLOGY, INC., a Florida corporation
/S/ELIZABETH R. LETENDRE	By: /S/THOMAS S. IRWIN
/S/GENEVIEVE A. YOUNG	Name: THOMAS S. IRWIN Title: TREASURER
	[CORPORATE SEAL]

WITNESSES:	MEDITEK INDUSTRIES, INC., a Florida corporation
/S/ELIZABETH R. LETENDRE	By: /S/THOMAS S. IRWIN
/S/GENEVIEVE A. YOUNG	Name: THOMAS S. IRWIN Title: EVP AND TREASURER
	[CORPORATE SEAL]

HEICO CORPORATION AND SUBSIDIARIES
COMPUTATION OF EARNINGS PER SHARE

Following are details of the computation of earnings per share:

	YEAR ENDED OCTOBER 31,									
	1995		1994		1993		1992		1991	
	PRIMARY	FULLY DILUTED	PRIMARY	FULLY DILUTED	PRIMARY	FULLY DILUTED	PRIMARY	FULLY DILUTED	PRIMARY	DILUTED
Weighted average number of common shares outstanding	2,768,866	2,768,866	2,744,811	2,744,811	2,816,265	2,816,265	2,662,645	2,662,645	2,976,604	2,976,604
Common stock equivalents arising from dilutive stock options (1)	152,550	193,403	34,783	34,783	43,347	69,980	76,462	86,411	35,096	41,439
	2,921,416	2,962,269	2,779,594	2,779,594	2,859,612	2,886,245	2,739,107	2,749,056	3,011,700	3,018,043
Income per share from continuing operations before cumulative effect of change in accounting principle	$.92	$.91	$.53	$.53	$.19	$.19	($.21)	($.21)	$.78	$.78
Cumulative effect of change in accounting principle	$---	$---	$.14	$.14	$---	$---	$---	$---	$---	$---
Net income per share	$.92	$.91	$.67	$.67	$.34	$.34	($.21)	($.21)	$.78	$.78

(1) Computed under the "treasury stock" method using the average market price for the primary computation and using the higher of average or ending market prices for the fully diluted computation.

EXHIBIT 21

HEICO CORPORATION AND SUBSIDIARIES
SUBSIDIARIES OF COMPANY

NAME	STATE OF INCORPORATION
HEICO Aerospace Corporation	Florida
Jet Avion Corporation	Florida
LPI Industries Corporation	Florida
Aircraft Technology, Inc.	Florida
ATI Heat Treat Corporation	Florida
Jet Avion Heat Treat Corporation (Inactive)	Florida
HEICO International Corporation	U.S. Virgin Islands
HEICO East Corporation	Florida
HEICO-NEWCO, Inc.	Florida
MediTek Health Corporation	Florida
MediTek Industries, Inc.	Florida
MediTek Health Care Management, Inc.	Florida
MediTek-Winter Park, Inc.	Florida
MediTek-Wellington, Inc.	Florida
MediTek Palm Beach Gardens, Inc.	Florida
MediTek PBG MRI, Inc.	Florida
MediTek-Chatham Industries, Inc.	Florida
Chatham MRI, Inc.	New Jersey
MediTek-Sun Coast, Inc.	Florida
MediTek-Premier, Inc.	Florida
MediTek-Premier North, Inc.	Florida
MediTek-ICOT, Inc.	Florida
MediTek Therapy, Inc.	Florida
MediTek-HE, Inc.	Florida
MediTek Capital Corp.	Florida
MediTek-Palms, Inc.	Florida
MediTek Anesthesia, Inc.	Florida
MediTek-Gwinnet, Inc.	Florida
Finance Funding Corp.	Florida
Medical Imaging Equipment Leasing, Inc.	Florida
Kaley Imaging, Inc.	Florida
MediTek-Greystone, Inc.	Florida
MediTek-Newark, Inc.	Florida
First Choice Networks, Inc.	Florida

Subsidiaries of the Company, all of which are directly or indirectly wholly-owned, are included in the Company's consolidated financial statements.

EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 33-62156 of HEICO Corporation on Form S-8 of our report dated December 29, 1995, appearing in this Annual Report on Form 10-K of HEICO Corporation and subsidiaries for the year ended October 31, 1995.

DELOITTE & TOUCHE LLP
Miami, Florida
January 12, 1996

EXHIBIT 23.2

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 33-4945 of HEICO Corporation on Form S-8 of our report dated December 29, 1995, appearing in this Annual Report on Form 10-K of HEICO Corporation and subsidiaries for the year ended October 31, 1995.

DELOITTE & TOUCHE LLP
Miami, Florida
January 12, 1996

YEAR
OCT-31-1995
OCT-31-1995
4,664,000
2,939,000
9,531,000
(2,822,000)
5,359,000
22,637,000
24,197,000
(14,901,000)
47,401,000
7,882,000
7,076,000
0
0
28,000
30,118,000
47,401,000
25,613,000
40,379,000
17,497,000
27,875,000
8,298,000
0
375,000
4,360,000
1,665,000
2,695,000
0
0
0
2,695,000
.92
.91