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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): July 21, 2008**

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**TransDigm Group Incorporated**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation)

**333-130483**

(Commission File Number)

**51-0484716**

(I.R.S. Employer Identification No.)

**1301 East 9th Street, Suite 3710, Cleveland, Ohio 44114**

**(216) 706-2939**

(Address of principal executive offices and telephone number)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement**

On June 3, 2008, effective April 25, 2008, W. Nicholas Howley and TransDigm Group Incorporated (the “Company”) entered into an amended and restated employment agreement, replacing Mr. Howley’s then current employment agreement. That agreement provides that upon stockholder approval of the amendment to the Company’s 2006 stock incentive plan to increase the number of shares thereunder, Mr. Howley will receive a grant of 800,000 options to purchase common stock. On July 21, 2008, the Company and Mr. Howley entered into an amendment to the employment agreement clarifying how the options will vest if Mr. Howley’s employment is terminated at or after the end of the term of the employment agreement but prior to full vesting (or lapse) of the options to be granted.

The amendment to Mr. Howley’s employment agreement is attached to this Report as Exhibit 10.1.

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**9.01 Financial Statements and Exhibits****(d) Exhibits**

The following exhibit is being filed with this Current Report on Form 8-K:

10.1 Amendment No. 1 to Employment Agreement, dated as of July 21, 2008, between TransDigm Group Incorporated and W. Nicholas Howley

**SIGNATURE**

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

Dated: July 22, 2008

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 to Employment Agreement, dated as of July 21, 2008, between TransDigm Group Incorporated and W. Nicholas Howley

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT ("Amendment") is entered into as of the 21st day of July, 2008, between TransDigm Group Incorporated, a Delaware corporation (the "Company"), and W. Nicholas Howley (the "Executive").

WHEREAS, the Company and the Executive entered into a certain Employment Agreement effective April 25, 2008 (the "Employment Agreement"). Capitalized terms used herein without definition have the meanings given thereto in the Employment Agreement.

WHEREAS, the Company and the Executive seek to amend the Employment Agreement to clarify the option terms set forth on Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A attached to the Employment Agreement is replaced in its entirety with Exhibit A attached hereto.
2. Except as amended hereby, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus  
Name: Gregory Rufus  
Title: Executive Vice President, Chief Financial Officer and Secretary

/s/ W. Nicholas Howley  
W. NICHOLAS HOWLEY

EXHIBIT A – OPTION AGREEMENT

**OUTLINE OF OPTION AGREEMENT TERMS**

Options to purchase 800,000 shares

Vesting per terms of the 2008 program

(A) If Executive incurs a termination of employment under any of the circumstances described in Section 5(a)(i) of his Employment Agreement (death), Section 5(a)(ii) of his Employment Agreement (Disability), Section 5(a)(iv) of his Employment Agreement (Resignation for Good Reason) or Section 5(a)(v) of his Employment Agreement (Termination without Cause), or (B) if the Agreement related to this Exhibit A expires or is otherwise not renewed beyond the fifth anniversary of the Effective Date and upon such expiration or nonrenewal or thereafter at any time prior to vesting Executive ceases to be an employee of the Company for any reason other than Cause (as defined in the Employment Agreement notwithstanding its expiration), in each such case vesting will continue after termination of employment as provided below:

<u>Termination Date</u>	<u>Percent of Remaining Options That May Continue to Vest</u>
Prior to 1st anniv of Effective Date	0%
On or after 1st anniv but prior to 2nd anniv of Effective Date	20%
On or after 2nd anniv but prior to 3rd anniv of Effective Date	40%
On or after 3rd anniv but prior to 4th anniv of Effective Date	60%
On or after 4th anniv but prior to 5th anniv of Effective Date	80%
On or after 5th anniv	100%

Percentage of remaining options permitted to vest will be spread ratably over the performance vesting schedule and time vesting schedule.