
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 7, 2008

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-32833

(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)

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

As previously disclosed, on May 7, 2008, TransDigm Inc. (“TransDigm”), a wholly-owned subsidiary of TransDigm Group Incorporated (“TD Group”), acquired all of the outstanding stock of CEF Industries, Inc., a Delaware corporation (“CEF”), pursuant to the terms of a Stock Purchase Agreement, dated as of March 31, 2008, among TransDigm, CEF and the stockholders of CEF (the “Stock Purchase”).

On May 7, 2008, in connection with the Stock Purchase and in accordance with the terms of that certain Indenture, dated as of June 23, 2006, by and among TransDigm, TD Group, The Bank of New York Trust Company, N.A., as trustee (the “Trustee”), and the other parties named therein (as supplemented, the “Indenture”), as supplemented by the First Supplemental Indenture, dated as of November 2, 2006, among TransDigm, TD Group, the subsidiaries of TransDigm named therein and the Trustee, the Second Supplemental Indenture, dated as of February 7, 2007, among TransDigm, TD Group, the subsidiaries of TransDigm named therein and the Trustee, the Third Supplemental Indenture, dated as of June 29, 2007, among TransDigm, TD Group, the subsidiaries of TransDigm named therein and the Trustee and the Fourth Supplemental Indenture, dated as of August 10, 2007, among TransDigm, TD Group, the subsidiaries of TransDigm named therein and the Trustee, TransDigm, TD Group, CEF, certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a Fifth Supplemental Indenture to the Indenture (the “Fifth Supplemental Indenture”). Pursuant to the terms of the Fifth Supplemental Indenture, CEF agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Indenture.

In addition, on May 7, 2008, in connection with the Stock Purchase and in accordance with the terms of that certain (i) Credit Agreement, dated as of June 23, 2006, among TransDigm, TD Group and the other parties named therein, as amended by that certain Amendment No. 1, Consent and Agreement, dated as of January 25, 2007 (as so amended, the “Credit Agreement”), and (ii) Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm, TD Group, Credit Suisse, as administrative agent and collateral agent, and the other parties named therein (as previously supplemented, the “Guarantee and Collateral Agreement”), CEF and Credit Suisse entered into Supplement No. 5 to the Guarantee and Collateral Agreement (“Supplement No. 5”) and a Joinder Agreement to the Credit Agreement (the “Joinder Agreement”). Pursuant to the terms of Supplement No. 5, CEF agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Credit Agreement from time to time. In addition, under the terms of Supplement No. 5, CEF pledged substantially all of its assets to secure its guaranteed obligations under the Credit Agreement. Pursuant to the terms of the Joinder Agreement, CEF has agreed that it will deemed to be a “Loan Party” and a “Loan Guarantor” for all purposes of the Credit Agreement.

The above summaries of the Fifth Supplemental Indenture, Supplement No. 5 and the Joinder Agreement are qualified in their entirety by reference to the Fifth Supplemental Indenture, Supplement No. 5 and the Joinder Agreement, which are attached hereto as Exhibits 10.1, 10.2 and 10.3 and incorporated herein by reference.

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

The following exhibits are being filed with this Current Report on Form 8-K:

- 10.1 Fifth Supplemental Indenture, dated as of May 7, 2008, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
- 10.2 Supplement No. 5, dated as of May 7, 2008, between CEF Industries, Inc. and Credit Suisse, as collateral agent and administrative agent, to the Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse, as administrative agent and collateral agent.
- 10.3 Joinder Agreement, dated as of May 7, 2008, between CEF Industries, Inc. and Credit Suisse, as agent

SIGNATURE

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

Dated: May 9, 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	Fifth Supplemental Indenture, dated as of May 7, 2008, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
10.2	Supplement No. 5, dated as of May 7 2008, between CEF Industries, Inc. and Credit Suisse, as collateral agent and administrative agent, to the Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse, as administrative agent and collateral agent.
10.3	Joinder Agreement, dated as of May 7, 2008, between CEF Industries, Inc. and Credit Suisse, as agent

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS named herein
and
THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

FIFTH SUPPLEMENTAL INDENTURE
Dated as of May 7, 2008
To
Indenture Dated as of June 23, 2006
by and among
TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
the GUARANTORS named therein and
THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

7-3/4% Senior Subordinated Notes due 2014
of TransDigm Inc.

FIFTH SUPPLEMENTAL INDENTURE

FIFTH SUPPLEMENTAL INDENTURE (this "SUPPLEMENTAL INDENTURE"), dated as of May 7, 2008, among CEF Industries, Inc., a Delaware corporation (the "GUARANTEEING SUBSIDIARY"), TransDigm Inc., a Delaware corporation (the "COMPANY"), TransDigm Group Incorporated, a Delaware corporation ("TD GROUP"), Adams Rite Aerospace, Inc., a California corporation ("ADAMS RITE"), MarathonNorco Aerospace, Inc., a Delaware corporation ("MARATHON"), Champion Aerospace LLC, a Delaware limited liability company and successor to Champion Aerospace Inc. ("CHAMPION"), Avionic Instruments LLC, a Delaware limited liability company and successor to Avionic Instruments Inc. ("AVIONIC"), Skurka Aerospace Inc., a Delaware corporation ("SKURKA"), CDA InterCorp LLC, a Florida limited liability company and successor to CDA Intercorp ("CDA"), Aviation Technologies, Inc., a Delaware corporation ("ATI"), Avtech Corporation, a Washington corporation ("AVTECH"), Transicoil LLC, a Delaware limited liability company and successor to Transicoil Corp. ("TRANSICOIL"), AeroControlex Group, Inc., a Delaware corporation ("AEROCONTROLEX"), Malaysian Aerospace Services, Inc., a Delaware corporation ("MALAYSIAN"), Bruce Aerospace, Inc., a Delaware corporation ("BRUCE AEROSPACE"), Bruce Industries, Inc., a Colorado corporation ("BRUCE INDUSTRIES", and, together with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace and Bruce Industries, the "EXISTING GUARANTORS"), and The Bank of New York Trust Company, N.A., as trustee under the indenture referred to below (the "TRUSTEE").

WITNESSETH

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as supplemented by the First Supplemental Indenture thereto, dated as of November 2, 2006, the Second Supplemental Indenture, dated as of February 7, 2007, Third Supplemental Indenture, dated June 29, 2007 and the Fourth Supplemental Indenture, dated August 10, 2007, the "INDENTURE"), dated as of June 23, 2006, providing for the issuance by the Company of 7-3/4% Senior Subordinated Notes due 2014 (the "NOTES") and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Indenture provides that under certain circumstances described therein, newly created or acquired Domestic Restricted Subsidiaries shall execute and deliver to the Trustee a supplemental indenture to the Indenture providing for a senior subordinated guarantee of payment of the Notes by such Domestic Restricted Subsidiary (the "SUBSIDIARY GUARANTEE"); and

WHEREAS, pursuant to Section 9.01(g) of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture without the consent of the Holders Notes.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantoring Subsidiaries covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. GUARANTEE, ETC. The Guarantoring Subsidiary hereby agrees that from and after the date hereof it shall be a Guarantor under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.

3. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

4. EXECUTION AND DELIVERY. The Guarantoring Subsidiary agrees that the Guarantee granted by it pursuant to the terms hereof shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guarantoring Subsidiary (or any successor entity) (other than the Company or the Existing Guarantors), as such, shall have any liability for any obligations of the Company, TD Group, the Guarantoring Subsidiary or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

6. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

7. COUNTERPART ORIGINALS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

8. EFFECT OF HEADINGS. The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

9. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed as of the date first above written.

TRANSDIGM INC.

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

TRANSDIGM GROUP INCORPORATED

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

CHAMPION AEROSPACE LLC

By: TransDigm Inc., its sole member

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

ADAMS RITE AEROSPACE, INC.

By: /s/ Gregory Rufus
Name: Gregory Rufus
Title: Treasurer and Assistant Secretary

MARATHONNORCO AEROSPACE, INC.

By: /s/ Gregory Rufus
Name: Gregory Rufus
Title: Treasurer and Assistant Secretary

AVIONIC INSTRUMENTS LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

SKURKA AEROSPACE INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Assistant Secretary

CDA INTERCORP LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AVIATION TECHNOLOGIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AVTECH CORPORATION

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

TRANSICOIL LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AEROCONTROLEX GROUP, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

MALAYSIAN AEROSPACE SERVICES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

BRUCE AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

BRUCE INDUSTRIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

CEF INDUSTRIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

THE BANK OF NEW YORK TRUST COMPANY, N.A., as
Trustee

By: /s/ Roxane Ellwanger

SUPPLEMENT NO. 5 dated as of May 7, 2008, to the Guarantee and Collateral Agreement dated as of June 23, 2006 (the "Guarantee and Collateral Agreement"), among TRANSDIGM INC., a Delaware corporation (the "Borrower"), TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), each subsidiary of the Borrower from time to time party thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and CREDIT SUISSE as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of June 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders named therein (the "Lenders"), and Credit Suisse, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders, as amended by (i) that certain Amendment No. 1, Consent and Agreement dated as of January 25, 2007 and (ii) that certain Assumption Agreement dated as of February 7, 2007.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Domestic Subsidiaries of the Loan Parties may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (a "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined

in the Guarantee and Collateral Agreement), does hereby create and grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiary and the Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary and the New Subsidiary's organization number (or equivalent) from its jurisdiction of formation, (b) set forth on Schedule II attached hereto is a true and correct schedule of any and all (i) Equity Interests and debt securities now owned by the New Subsidiary and (ii) Intellectual Property now owned by the New Subsidiary and (c) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal

or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Subsidiary shall be given to it at the address set forth under its signature below.

SECTION 9. The New Subsidiary agrees to reimburse the Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the New Subsidiary and the Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

CEF INDUSTRIES, INC.

By /s/ Gregory Rufus

Name: Gregory Rufus

Title: Secretary

Address:

c/o TransDigm Inc.

The Tower at Erieview

1301 East 9th Street, Suite 3710

Cleveland, OH 44114

Attn: Gregory Rufus

Facsimile No: (216) 706-2937

Legal Name: CEF Industries, Inc.

Jurisdiction

of Formation: Delaware

Location of Chief

Executive Office:

320 South Church Street

Addison, IL 60101

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Christopher Reo Day

Name: Christopher Reo Day

Title: Associate

LOCATION OF COLLATERAL

Description

Owned real property and all other property located thereon

Location

320 South Church Street,
Addison, Illinois, DuPage County

JURISDICTION OF FORMATION

Delaware

ORGANIZATION NUMBER (OR EQUIVALENT) (FROM
JURISDICTION OF FORMATION)

2103147

Pledged Securities of the New Subsidiary

CAPITAL STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
CEF Industries, Inc.	C480	TransDigm Inc.	41,116 shares of common stock	100%
Calco International, Inc.	2	CEF Industries, Inc.	250 shares of common stock	100%
Calco Manufacturing Co.	2	CEF Industries, Inc.	1,000 shares of common stock	100%

DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
NONE.			

INTELLECTUAL PROPERTY

NONE.

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of May 7, 2008, is entered into between CEF INDUSTRIES, INC. a Delaware corporation (the "New Subsidiary"), and CREDIT SUISSE, as Agent, under that certain Credit Agreement, dated as of June 23, 2006 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent, as amended by (i) that certain Amendment No. 1, Consent and Agreement dated as of January 25, 2007 and (ii) that certain Assumption Agreement dated as of February 7, 2007. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Loan Guarantors, to the Agent and the Lenders, the prompt payment of the Secured Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with the Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Agent in accordance with the Credit Agreement, except for items listed on Schedule I hereto which will be executed and delivered as soon as practical.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by their respective authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

CEF INDUSTRIES, INC.

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Secretary

Acknowledged and accepted:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Christopher Reo Day

Name: Christopher Reo Day

Title: Associate

SCHEDULE I

ITEMS TO BE EXECUTED AND DELIVERED

1. The stock certificates representing the Equity Interests described immediately below accompanied by stock powers duly executed in blank:

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
CEF Industries, Inc.	C480	TransDigm Inc.	41,116 shares of common stock	100%
Calco International, Inc.	2	CEF Industries, Inc.	250 shares of common stock	100%
Calco Manufacturing Co.	2	CEF Industries, Inc.	1,000 shares of common stock	100%

2. The following documents, which pertain to the property listed on Schedule I to Supplement No. 5 to the Guarantee and Collateral Agreement:

- a. a Mortgage on such property;
- b. ALTA or other mortgagee's title policy;
- c. an opinion of counsel in the state in which such parcel of real property is located in form and substance and from counsel reasonably satisfactory to the Agent;
- d. survey reasonably satisfactory to the Agent
- e. such other information, documentation and certifications as may be reasonably be required by the Agent