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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): May 23, 2014**

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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)

**001-32833**  
(Commission  
File Number)

**41-2101738**  
(IRS Employer  
Identification No.)

**1301 East 9th Street, Suite 3000, Cleveland, Ohio**  
(Address of principal executive offices)

**44114**  
(Zip Code)

**Registrant's telephone number, including area code: (216) 706-2960**

**Not Applicable**  
(Former name or former address, if changed since last report)

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

- 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 May 23, 2014, the consent deadline expired pursuant to TransDigm Inc.'s ("TransDigm"), a wholly-owned subsidiary of TransDigm Group Incorporated ("TransDigm Group"), previously announced cash offer to purchase ("Tender Offer"), any and all of its 7.75% Senior Subordinated Notes due 2018 (the "Notes"). As of such date, TransDigm had received approximately \$1,209 million aggregate principal amount of Notes, representing approximately 76% of such Notes, which were validly tendered and not validly withdrawn. TransDigm also received consents from holders of the required majority of the principal amount of the Notes to, among other modifications, eliminate substantially all of the restrictive covenants and certain events of default in the indenture, dated as of December 14, 2010 (as amended and supplemented, the "Indenture"), governing the Notes. In connection with the offers to purchase and consent solicitations, on May 23, 2014, TransDigm, TransDigm Group, the subsidiaries of TransDigm named therein as guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee, entered into the Eighth Supplemental Indenture (the "Eighth Supplemental Indenture") to the Indenture. A copy of the Eighth Supplemental Indenture is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

Item 1.01. "Entry into a Material Definitive Agreement" is hereby incorporated by reference into this Item 3.03. "Material Modification to Rights of Security Holders."

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits*

**Exhibit  
Number**

**Description**

4.1	Eighth Supplemental Indenture, dated as of May 23, 2014, by and among TransDigm Inc., as issuer, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto and the Bank of New York Mellon Trust Company, N.A., as trustee, relating to TransDigm Inc.'s 7.75 Senior Subordinated Notes due 2018
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**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.

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial  
Officer and Secretary

Dated: May 27, 2014

## EXHIBIT INDEX

**Exhibit  
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**Description**

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**TRANSDIGM INC.,**  
**TRANSDIGM GROUP INCORPORATED,**  
**THE GUARANTORS NAMED HEREIN,**  
and  
**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
as Trustee

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**EIGHTH SUPPLEMENTAL INDENTURE**

Dated as of May 23, 2014

to

Indenture

Dated as of December 14, 2010

by and among

**TRANSDIGM INC.,**  
**TRANSDIGM GROUP INCORPORATED,**  
**THE GUARANTORS NAMED THEREIN,**  
and  
**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
as Trustee

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**7.75% Senior Subordinated Notes due 2018**

**of TransDigm Inc.**

This **EIGHTH SUPPLEMENTAL INDENTURE** (this "**Supplemental Indenture**"), dated as of May 23, 2014, by and among TransDigm Inc., a Delaware corporation (the "**Company**"), TransDigm Group Incorporated, a Delaware corporation ("**TD Group**"), the guarantors listed on the signature pages hereto ("**Guarantors**") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**") under the Indenture referred to below. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

**WITNESSETH:**

**WHEREAS**, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of December 14, 2010 (amended, supplemented or otherwise modified through the date hereof, the "**Indenture**"), providing for the issuance by the Company of 7.75% Senior Subordinated Notes due 2018 (the "**Notes**") and the guarantees thereof by each of the Guarantors;

**WHEREAS**, the Company has offered to purchase for cash any and all outstanding Notes (the "**Tender Offer**");

**WHEREAS**, in connection with the Tender Offer, the Company has requested that Holders of the Notes deliver their consents to, among other modifications, eliminate substantially all of the restrictive covenants and certain events of default and related provisions contained in the Indenture;

**WHEREAS**, Section 9.02 of the Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Indenture and the Notes with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes);

**WHEREAS**, the Holders of at least a majority in aggregate principal amount of the outstanding Notes have duly consented to the proposed modifications set forth in this Supplemental Indenture in accordance with Section 9.02 of the Indenture;

**WHEREAS**, the Company has heretofore delivered, or is delivering contemporaneously herewith, to the Trustee (i) a copy of resolutions of the Board of Directors of the Company and each Guarantor authorizing the execution of this Supplemental Indenture, (ii) evidence of the written consent of the Holders set forth in the immediately preceding paragraph and (iii) the Officer's Certificate and the Opinion of Counsel described in Section 9.06 and Section 13.04 of the Indenture; and

**WHEREAS**, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture legal, valid and binding have been complied with or have been done or performed.

**NOW, THEREFORE**, in consideration of the foregoing and notwithstanding any provision of the Indenture which, absent this Supplemental Indenture, might operate to limit such action, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

AMENDMENTS

**SECTION 1.01 Amendments.**

(a) The Indenture is hereby amended by deleting the following Sections of Article 4 of the Indenture and all references thereto and obligations thereunder 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14 and 4.18, in each case in its entirety, and replacing each such Section with the following: "Intentionally omitted."

(b) The Indenture is hereby amended by deleting Sections 5.01(a)(ii), 5.01(a)(iii) and 5.01(b) of the Indenture and all references thereto and obligations thereunder, in each case in its entirety, and replacing such Section with the following: “Intentionally omitted.”

(c) The Indenture is hereby amended by deleting clauses (c), (d) and (e) of Section 6.01 of the Indenture and all references thereto and obligations thereunder, in each case in its entirety, and replacing each such clause with the following: “Intentionally omitted.”

(d) The Indenture is hereby amended by deleting the phrase “or any of its Significant Subsidiaries” or similar language in Sections 6.01(f) and 6.01(g) of the Indenture and all references thereto and obligations thereunder.

(e) Effective as of the date hereof, none of the Company, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such Sections or Clause and such Sections or Clause shall not be considered in determining whether an Event of Default has occurred or whether the Company has observed, performed or complied with the provisions of the Indenture.

**SECTION 1.02 *Amendment of Definitions.*** The Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments of the Indenture pursuant to Section 1.01 hereof.

## ARTICLE TWO

### MISCELLANEOUS

**SECTION 2.01 *Effect of Supplemental Indenture.*** Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all of the terms of the Indenture shall remain and continue in full force and effect. From and after the date of this Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Supplemental Indenture.

**SECTION 2.02 *Effectiveness.*** The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the purchase by the Company of at least a majority in principal amount of the outstanding Notes pursuant to the Tender Offer. If such purchase shall not occur, the amendments to the Indenture effective by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof.

**SECTION 2.03 *Governing Law.*** THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS SUPPLEMENTAL INDENTURE.

**SECTION 2.04 *No Representations by Trustee.*** The recitals contained herein shall be taken as the statement of the Company and the Guarantors, and the Trustee assumes no responsibility for the correctness or completeness of the same. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

**SECTION 2.05 *Successors.*** All agreements of the Company and the Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

**SECTION 2.06 *Severability.*** In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

**SECTION 2.07** *Endorsement and Change of Form of Notes.* Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

“Effective as of May 23, 2014, certain restrictive covenants of the Company and the Guarantors and certain of the Events of Default have been eliminated or limited, as provided in the Eighth Supplemental Indenture, dated as of May 23, 2014. Reference is hereby made to said Eighth Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

**SECTION 2.08** *Certain Duties and Responsibilities of the Trustee.* In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

**SECTION 2.09** *Effects of Headings.* The Section headings herein are for convenience only and shall not affect the construction thereof.

**SECTION 2.10** *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall constitute but one and the same instrument.



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

TRANSDIGM INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

ACME AEROSPACE, INC.  
ADAMS RITE AEROSPACE, INC.  
AEROCONTROLEX GROUP, INC.  
AIRBORNE ACQUISITION, INC.  
AIRBORNE GLOBAL, INC.  
AIRBORNE HOLDINGS, INC.  
AIRBORNE SYSTEMS NA INC.  
AIRBORNE SYSTEMS NORTH AMERICA INC.  
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.  
AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.  
AMSAFE – C SAFE, INC.  
AMSAFE COMMERCIAL PRODUCTS, INC.  
AMSAFE GLOBAL HOLDINGS, INC.  
AMSAFE, INC.  
AMSAFE INDUSTRIES, INC.  
AP GLOBAL ACQUISITION CORP.  
AP GLOBAL HOLDINGS, INC.  
ARKWIN INDUSTRIES, INC.  
AVIATION TECHNOLOGIES, INC.  
AVIONICS SPECIALTIES, INC.  
AVTECHTYEE, INC.  
BRIDPORT-AIR CARRIER, INC.  
BRIDPORT ERIE AVIATION, INC.  
BRIDPORT HOLDINGS, INC.  
BRUCE AEROSPACE INC.  
BRUCE INDUSTRIES, INC.  
DUKES AEROSPACE, INC.  
ELECTROMECH TECHNOLOGIES LLC  
By: McKechnie Aerospace Investments, Inc.,  
its sole member  
HARTWELL CORPORATION  
MALAYSIAN AEROSPACE SERVICES, INC.  
MARATHONNORCO AEROSPACE, INC.  
MCKECHNIE AEROSPACE DE, INC.  
MCKECHNIE AEROSPACE HOLDINGS, INC.  
MCKECHNIE AEROSPACE INVESTMENTS, INC.  
MCKECHNIE AEROSPACE US LLC  
By: McKechnie Aerospace DE, Inc., its sole member  
SCHNELLER INTERNATIONAL SALES CORP.  
SEMCO INSTRUMENTS, INC.  
SKURKA AEROSPACE INC.  
TEXAS ROTRONICS, INC.  
TRANSICOIL LLC  
By: Aviation Technologies, Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AEROSONIC LLC  
AVIONIC INSTRUMENTS LLC  
CDA INTERCORP LLC  
CEF INDUSTRIES, LLC  
CHAMPION AEROSPACE LLC  
HARCO LLC  
SCHNELLER HOLDINGS LLC  
SCHNELLER LLC

By: Schneller Holdings LLC, its sole member  
WHIPPANY ACTUATION SYSTEMS, LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., AS TRUSTEE

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President