
**UNITED STATES
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): November 11, 2016

TransDigm Group Incorporated
(Exact name of registrant as specified in its charter)

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)

(216) 706-2960
(Registrant's telephone number, including area code)
(Former name or former address, if changed since last report.)

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 (see General Instruction A.2. below):

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements for Certain Officers.

Amendments to Employment Agreements with Terrance Paradie and Bernt Iversen III

On November 11, 2016, TransDigm Group Incorporated (the “Company”) and Mr. Terrance Paradie, Executive Vice President and Chief Financial Officer of the Company, entered into a Second Amendment to Employment Agreement and the Company and Mr. Bernt Iversen, Executive Vice President – Mergers & Acquisitions and Business Development of the Company, entered into a Fourth Amendment to Employment Agreement (collectively, the “Amendments”). The purpose of the Amendments was to change the target bonuses for Mr. Paradie and Mr. Iversen, commencing in fiscal year 2017, from 65% of their respective base salaries to 80% of their respective base salaries, to make their total cash compensation more aligned with market conditions.

The foregoing description of the terms of the Amendments is qualified in its entirety by the full text of the Amendments, copies of which are filed herewith as Exhibits 10.1 and 10.2.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

- | | |
|--------------|--|
| Exhibit 10.1 | Second Amendment to Employment Agreement, dated November 11, 2016, between TransDigm Group Incorporated and Terrance Paradie |
| Exhibit 10.2 | Fourth Amendment to Employment Agreement, dated November 11, 2016, between TransDigm Group Incorporated and Bernt Iversen |

SIGNATURES

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/ Terrance Paradie
Terrance Paradie
Executive Vice President and Chief
Financial Officer

Date: November 11, 2016

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Second Amendment to Employment Agreement, dated November 11, 2016, between TransDigm Group Incorporated and Terrance Parodie
Exhibit 10.2	Fourth Amendment to Employment Agreement, dated November 11, 2016, between TransDigm Group Incorporated and Bernt Iversen

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), dated as of November 11, 2016 is made by and between TransDigm Group Incorporated, a Delaware corporation (the "Company"), and Terrance Paradie ("Executive").

WITNESSETH:

WHEREAS, the Company and Executive are parties to the Employment Agreement, dated as of April 27, 2015, as amended in October 2015 (the "Employment Agreement") setting forth certain terms and conditions of Executive's employment with the Company; and

WHEREAS, the Company and Executive desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Amendments. Section 4(b) of the Employment Agreement is amended and restated in its entirety as follows:

(b) Bonus. For each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual cash bonus plan in accordance with terms and provisions which shall be consistent with the Company's executive bonus policy in effect as of the date hereof. The Executive's target bonus for fiscal year 2017 and thereafter will be 80% of his Annual Base Salary.

2. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

3. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Ohio.

4. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect and unmodified hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

TRANSDIGM GROUP INCORPORATED

By: /s/ Kevin Stein
Name: Kevin Stein
Title: Chief Operating Officer

EXECUTIVE

/s/ Terrance Paradie
Terrance Paradie

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), dated as of November 11, 2016 is made by and between TransDigm Group Incorporated, a Delaware corporation (the "Company"), and Bernt Iversen ("Executive").

WITNESSETH:

WHEREAS, the Company and Executive are parties to the Employment Agreement, dated as of February 24, 2011, as amended in April 2012, October 2012 and October 2015 (the "Employment Agreement") setting forth certain terms and conditions of Executive's employment with the Company; and

WHEREAS, the Company and Executive desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Amendments. Section 4(b) of the Employment Agreement is amended and restated in its entirety as follows:

(b) Bonus. For each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual cash bonus plan in accordance with terms and provisions which shall be consistent with the Company's executive bonus policy in effect as of the date hereof. The Executive's target bonus for fiscal year 2017 and thereafter will be 80% of his Annual Base Salary.

2. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

3. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Ohio.

4. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect and unmodified hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

TRANSDIGM GROUP INCORPORATED

By: /s/ Kevin Stein
Name: Kevin Stein
Title: Chief Operating Officer

EXECUTIVE

/s/ Bernt Iversen
Bernt Iversen