
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 20, 2015

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)

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

Not Applicable
(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 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.

Loan Modification Agreement

In accordance with the terms of that certain Second Amended and Restated Credit Agreement, dated as of June 4, 2014, by and among TransDigm Inc. (“TransDigm”), a wholly-owned subsidiary of TransDigm Group Incorporated (“TD Group”), the subsidiaries of TransDigm named therein, Credit Suisse AG, as administrative agent and collateral agent (the “Agent”), and the other agents and lenders named therein (as amended, the “Credit Agreement”), TransDigm, TD Group, the subsidiaries of TransDigm named therein, the Agent and the other agents and lenders named therein entered into a Loan Modification Agreement, dated as of May 20, 2015 (the “Modification Agreement”). The Modification Agreement modifies certain terms (including the pricing and maturity date) of a portion of the tranche C term loans under the Credit Agreement in an aggregate principal amount of \$251,129,304 (the “Modified Term Loans”) such that the Modified Term Loans have the same terms as the tranche E term loans under the Credit Agreement.

Incremental Revolving Assumption and Refinancing Facility Agreement

On May 20, 2015, TransDigm, TD Group and the subsidiaries of TransDigm named therein entered into an Incremental Revolving Credit Assumption and Refinancing Facility Agreement (the “Assumption Agreement”). Pursuant to the Assumption Agreement, TransDigm, among other things, increased the revolving commitments under the Credit Agreement in an aggregate principal amount of \$130,000,000 (the “New Revolving Commitments”) and refinanced a portion of the existing tranche C term loans into tranche E term loans in an aggregate principal amount of \$248,870,696 (the “Refinanced Tranche C Term Loans”). The terms and conditions that apply to the New Revolving Commitments are the same as those of the existing US Dollar revolving credit commitments under the Credit Agreement. The terms and conditions that apply to the Refinanced Tranche C Term Loans are the same as those of the tranche E term loans under the Credit Agreement.

The lenders and the agents (and each of their respective subsidiaries or affiliates) under the Modification Agreement and the Assumption Agreement have in the past provided, and may in the future provide, investment banking, cash management, underwriting, lending, commercial banking, trust, leasing services, foreign exchange and other advisory services to, or engage in transactions with, TransDigm and TD Group and their respective subsidiaries or affiliates. These parties have received, and may in the future receive, customary compensation from TransDigm and TD Group and their respective subsidiaries or affiliates, for such services.

The above summaries of the Modification Agreement and the Assumption Agreement are qualified in their entirety by reference to the Modification Agreement and the Assumption Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation.

The information set forth in Item 1.01 is incorporated herein by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 Loan Modification Agreement, dated as of May 20, 2015, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. party thereto, Credit Suisse AG, as administrative agent and collateral agent, and the other agents and lenders party thereto.
- 10.2 Incremental Revolving Credit Assumption and Refinancing Facility Agreement, dated as of May 20, 2015, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. party thereto, Credit Suisse AG, as administrative agent and collateral agent, and the other agents and lenders party thereto.

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/ Terrance M. Paradie

Name: Terrance M. Paradie

Title: Executive Vice President and Chief
Financial Officer

Dated: May 27, 2015

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Loan Modification Agreement, dated as of May 20, 2015, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. party thereto, Credit Suisse AG, as administrative agent and collateral agent, and the other agents and lenders party thereto.
10.2	Incremental Revolving Credit Assumption and Refinancing Facility Agreement, dated as of May 20, 2015, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. party thereto, Credit Suisse AG, as administrative agent and collateral agent, and the other agents and lenders party thereto.

LOAN MODIFICATION AGREEMENT dated as of May 20, 2015 (this "Loan Modification Agreement"), to the SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of June 4, 2014 (as 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 ("Holdings"), each subsidiary of the Borrower from time to time party thereto, the lenders party thereto (the "Existing Lenders"), and CREDIT SUISSE AG, as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

A. Pursuant to Section 2.25 of the Credit Agreement, the Borrower has made a Loan Modification Offer (the "Tranche C Loan Modification Offer") to each Tranche C Term Lender to make certain Permitted Amendments with respect to their Tranche C Term Loans as set forth herein.

B. The Tranche C Term Lenders party hereto (the "Accepting Tranche C Term Lenders") are willing to accept such Loan Modification Offer and agree to such Permitted Amendments with respect to their Tranche C Term Loans, on the terms and subject to the conditions set forth herein and in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein (including in the recitals hereto) shall have the meanings given to them in the Credit Agreement. The rules of interpretation set forth in Section 1.03 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

SECTION 2. Term Loans of Accepting Tranche C Term Lenders. (a) Subject to the terms and conditions set forth herein and in the Credit Agreement, effective upon the Loan Modification Effective Date (as defined below), the Tranche C Term Loans of each Accepting Tranche C Term Lender shall be converted into and shall constitute Tranche E Term Loans under the Credit Agreement (the Tranche C Term Loans so converted, the "Extended Tranche C Term Loans"). For the avoidance of doubt, all Tranche C Term Loans that are not converted into Tranche E Term Loans pursuant hereto (including any Tranche C Term Loans of Accepting Tranche C Term Lenders that do not constitute Extended Tranche C Term Loans as a result of an election by the Borrower pursuant to preceding sentence) shall, following the Loan Modification Effective Date, continue to be in effect and outstanding under the Credit Agreement as Tranche C Term Loans, with no modification to the terms thereof.

(b) On the Loan Modification Effective Date, (i) the principal amount of each scheduled repayment of Tranche C Term Loans pursuant to Section 2.08(a)(ii)

of the Credit Agreement shall be reduced and (ii) the principal amount of each scheduled repayment of Tranche E Term Loans pursuant to Section 2.08(b) of the Credit Agreement (as set forth in Incremental Assumption Agreement No. 1) shall be increased, in each case in an amount necessary to give effect to the reduction in outstanding Tranche C Term Loans and the increase in outstanding Tranche E Term Loans as a result of the transactions contemplated hereby.

(c) The parties hereto agree that the Agent is authorized to take such actions as are necessary to ensure that the Extended Tranche C Term Loans converted into Tranche E Term Loans pursuant to this Loan Modification Agreement are included in each Borrowing of Tranche E Term Loans outstanding on the Loan Modification Effective Date on a ratable basis.

(d) Each of the Accepting Tranche C Term Lenders hereby acknowledges and agrees that the transactions contemplated hereby shall be deemed to have occurred prior to the application of the proceeds of the Tranche E Refinancing Term Loans made on the date hereof pursuant to (and as defined in) the Incremental Revolving Credit Assumption and Refinancing Facility Agreement dated as of the date hereof relating to the Credit Agreement to prepay Tranche C Term Loans in an aggregate principal amount of \$251,129,304.49 as contemplated thereby, and accordingly, none of the Accepting Tranche C Term Lenders shall be entitled to any portion of such prepayment with respect to their Extended Tranche C Term Loans.

SECTION 3. Conditions Precedent to Effectiveness. The effectiveness of this Loan Modification Agreement shall be subject to the satisfaction or waiver of the following conditions precedent (the date on which such conditions precedent are so satisfied or waived, the "Loan Modification Effective Date"):

(a) the Agent shall have received counterparts of this Loan Modification Agreement that, when taken together, bear the signatures of (i) the Borrower, Holdings and the Subsidiaries of the Borrower party to the Credit Agreement on the date hereof, (ii) the Agent and (iii) the Accepting Tranche C Term Lenders;

(b) at the time of and immediately after giving effect to the transactions contemplated hereby, each of the conditions set forth in Section 4.01(b) and Section 4.01(c) of the Credit Agreement shall be satisfied; provided that, for purposes of the condition set forth in Section 4.01(b), the words "Second Restatement Date" set forth in Section 3.13(a) of the Credit Agreement shall be deemed to be "the Loan Modification Effective Date" in each place they appear therein, the words "Second Restatement Transactions" in Section 3.13(a) of the Credit Agreement shall be deemed to be "transactions contemplated by this Loan Modification Agreement", and the parenthetical in Section 3.13(a) of the Credit Agreement shall be disregarded;

(c) the Agent shall have received a certificate dated as of the Loan Modification Effective Date and executed by a Financial Officer of the Borrower with respect to the condition set forth in paragraph (b);

(d) the Agent shall have received legal opinions, board resolutions and other closing certificates consistent with those delivered on the 2015 Effective Date; and

(e) the Agent shall have received (i) for the account of each Accepting Tranche C Term Lender, an extension fee in an amount equal to 0.50% of the aggregate principal amount of the Extended Tranche C Term Loans of such Accepting Tranche C Term Lender and (ii) all fees and reimbursement of all expenses separately agreed in writing by the Borrower and the arranger of the transactions contemplated hereby or by Section 9.03 of the Credit Agreement or by any other Loan Document to be reimbursed by the Borrower on the Loan Modification Effective Date in connection with this Loan Modification Agreement and the transactions contemplated hereby to the extent invoiced at least one Business Day prior to the Loan Modification Effective Date.

The Agent shall notify the Borrower and the Lenders of the Loan Modification Effective Date, and such notice shall be conclusive and binding.

SECTION 4. Representations and Warranties. To induce the other parties hereto to enter into this Loan Modification Agreement, Holdings and the Borrower represent and warrant to each of the Accepting Tranche C Term Lenders and the Agent that (a) this Loan Modification Agreement has been duly authorized, executed and delivered by Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, and this Loan Modification Agreement constitutes a legal, valid and binding obligation of Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and to general principles of equity; (b) after giving effect to this Loan Modification Agreement, the representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Loan Modification Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date; provided that, (i) in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof and (ii) for purposes of the representation in Section 3.13(a) of the Credit Agreement, the words "Second Restatement Date" in each place set forth therein shall be deemed to be "the Loan Modification Effective Date", the words "Second Restatement Transactions" shall be deemed to be "transactions contemplated by this Loan Modification Agreement" and the parenthetical in Section 3.13(a) of the Credit Agreement shall be disregarded and (c) as of the Loan Modification Effective Date, after giving effect to this Loan Modification Agreement, no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from the transactions contemplated hereby.

SECTION 5. Effect of Agreement. Except as expressly set forth herein, this Loan Modification Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Agent under the Credit Agreement or any other Loan Document, and shall not alter,

modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Loan Modification Agreement shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. After the Loan Modification Effective Date, any reference to the Credit Agreement in any Loan Document, and the terms “this Agreement”, “herein”, “hereunder”, “hereto”, “hereof” and words of similar import in the Credit Agreement, shall, unless the context otherwise requires, mean the Credit Agreement as modified hereby. This Loan Modification Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 6. Acknowledgement and Consent. Each Loan Party hereby acknowledges that it has read this Loan Modification Agreement and consents to the terms hereof and further hereby affirms, confirms and agrees that (a) notwithstanding the effectiveness of this Loan Modification Agreement, the obligations of such Loan Party under each of the Loan Documents to which it is a party shall not be impaired and each of the Loan Documents to which such Loan Party is a party is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects, in each case, as amended hereby; (b) its Guarantee of the Obligations, and the pledge of and/or grant of a security interest in its assets as Collateral to secure the Obligations, all as and to the extent provided in the Collateral Documents as originally executed, shall continue in full force and effect in respect of, and to secure, the Obligations (including the Extended Tranche C Term Loans); and (c) all the representations and warranties made by or relating to it contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Loan Modification Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof.

SECTION 7. FATCA Treatment; Tax Forms. (a) For purposes of determining withholding Taxes imposed under FATCA, from and after Loan Modification Effective Date, the Borrower and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) the Extended Tranche C Term Loans as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(b) The Borrower hereby requests each Foreign Lender to promptly submit duly completed and signed copies of one or more of forms or certificates described in Section 2.16(f)(ii)(A), (B), (C), (D), (E), (F) or (G) of the Credit Agreement and each Foreign Lender agrees that the Borrower’s request is reasonable pursuant to 2.16(f)(iii)(A)(3) of the Credit Agreement.

SECTION 8. Counterparts. This Loan Modification Agreement 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. Delivery of an executed counterpart of a signature page of this Loan Modification Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually signed counterpart of this Loan Modification Agreement.

SECTION 9. Governing Law. THIS LOAN MODIFICATION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. The provisions of Sections 9.09 and 9.10 of the Credit Agreement shall apply to this Loan Modification Agreement to the same extent as if fully set forth herein.

SECTION 10. Headings. Section headings used herein are for convenience of reference only, are not part of this Loan Modification Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Loan Modification Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

TRANSDIGM INC.

by /s/ Sean Maroney
Name: Sean Maroney
Title: Treasurer

TRANSDIGM GROUP INCORPORATED

by /s/ Sean Maroney
Name: Sean Maroney
Title: Treasurer

[Signature Page to Loan Modification Agreement]

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AEROSONIC LLC
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 GLOBAL HOLDINGS, INC.
AMSAFE INDUSTRIES, INC.
AMSAFE, INC.
AP GLOBAL ACQUISITION CORP.
AP GLOBAL HOLDINGS, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONIC INSTRUMENTS LLC
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BRIDPORT ERIE AVIATION, INC.
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
BRUCE INDUSTRIES, INC.
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
HARCO LLC
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
SCHNELLER HOLDINGS LLC
SCHNELLER LLC
SEMCO INSTRUMENTS, INC.

[Signature Page to Loan Modification Agreement]

SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TELAIR INTERNATIONAL LLC
TELAIR US LLC
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
WHIPPANY ACTUATION SYSTEMS, LLC

by /s/ Sean Maroney

Name: Sean Maroney

Title: Treasurer

BRIDPORT ERIE AVIATION, INC.

by /s/ Sean Maroney

Name: Sean Maroney

Title: President

[Signature Page to Loan Modification Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Authorized Signatory

by /s/ Karim Rahimtoola

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **ACA CLO 2007-1, LTD**
 BY: Its Investment Advisor CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Affiliated Independent Distributors, Inc.**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Apidos CLO IX**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO X**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XI**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XII**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XIV**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Apidos CLO XIX**
 BY: Its Collateral Manager, CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XV**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XVI**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XVII**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **APIDOS CLO XVIII**
 BY: Its Collateral Manager CVC Credit Partners, LLC

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Arch Investment Holdings III Ltd.**
BY: PineBridge Investments LLC As Collateral Manager

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: AUSTRALIANSUPER
By: Credit Suisse Asset Management, LLC, as sub-advisor to Bentham Asset Management Pty Ltd. in its capacity as agent
of and investment manager for AustralianSuper Pty Ltd. in its capacity as trustee of AustralianSuper

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

BABSON CLO LTD. 2013-I
By: Babson Capital Management LLC as Collateral Manager

by /s/ Chad Campbell
Name: Chad Campbell
Title: Director

BABSON CAPITAL GLOBAL LOANS LIMITED
By: Babson Capital Management LLC as Sub-Investment Manager

by /s/ Chad Campbell
Name: Chad Campbell
Title: Director

C.M. LIFE INSURANCE COMPANY
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
By: Babson Capital Management LLC as Investment Adviser

by /s/ Chad Campbell
Name: Chad Campbell
Title: Director

BABSON GLOBAL FLOATING RATE FUND, a series of Babson Capital Funds Trust
By: Babson Capital Management LLC as Investment Manager

by /s/ Chad Campbell
Name: Chad Campbell
Title: Director

The foregoing is executed on behalf of Babson Global Floating Rate Fund, a series of Babson Capital Funds Trust, organized under an Agreement and Declaration of Trust dated May 3, 2013, as amended from time to time. The obligations of such series Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, or any other series of the Trust but only the property and assets of the relevant series Trust shall be bound.

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: BENTHAM WHOLESALE SYNDICATED LOAN FUND
By: Credit Suisse Asset Management, LLC, as agent (sub-advisor) for Challenger Investment Services Limited, the
Responsible Entity for Bentham Wholesale Syndicated Loan Fund

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Debt Strategies Fund, Inc.**
 BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Defined Opportunity Credit Trust**
 BY: BlackRock Financial Management Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Limited Duration Income Trust**
BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Floating Rate Income Strategies Fund, Inc.**
BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Floating Rate Income Trust**
BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Funds II, BlackRock Floating Rate Income Portfolio**
 BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Global Investment Series: Income Strategies Portfolio**
 BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Secured Credit Portfolio of BlackRock Funds II**
 BY: BlackRock Financial Management Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlackRock Senior Floating Rate Portfolio**
 BY: BlackRock Financial Management, Inc., its Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Blackstone / GSO Secured Trust Ltd.**
 BY: GSO / Blackstone Debt Funds Management LLC as Investment Manager

by /s/ Thomas Iannarone _____
Name: Thomas Iannarone
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlueMountain CLO 2011-1 Ltd**
BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC, Its Collateral Manager

by /s/ Meghan Fornshell
Name: Meghan Fornshell
Title: Operations Analyst

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BlueMountain CLO 2015-1 Ltd**
BlueMountain Capital Management, its Collateral Manager

by /s/ Meghan Fornshell
Name: Meghan Fornshell
Title: Operations Analyst

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **BNP Paribas Flexi III Senior Secured Bank Loan Fund Mogliano**

by /s/ Dennis Tian

Name: Dennis Tian

Title: Portfolio Manager

For any institution requiring a second signature line:

by /s/ Dennis Tian on behalf of Javier Peres Diaz

Name: Javier Peres Diaz

Title: Portfolio Manager

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Burr Ridge CLO Plus Ltd.**
By: Deerfield Capital Management LLC, its Collateral Manager

by /s/ Robert Ranocchia
Name: Robert Ranocchia
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM**
 By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **CFIP CLO 2013-1, Ltd.,**

by Chicago Fundamental Investment Partners, LLC,
as Collateral Manager for CFIP CLO 2013-1, Ltd.,

by /s/ David C. Dieffenbacher

Name: David C. Dieffenbacher

Title: Principal & Portfolio Manager

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **CFIP CLO 2014-1, Ltd.,**

by Chicago Fundamental Investment Partners, LLC,
 as Collateral Manager for CFIP CLO 2014-1, Ltd.,

by /s/ David C. Dieffenbacher

Name: David C. Dieffenbacher

Title: Principal & Portfolio Manager

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, TO THE TRANSDIGM
INC. SECOND AMENDED AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: Citibank, N.A.

by /s/ Joelle Gavlick
Name: Joelle Gavlick
Title: Attorney-In-Fact

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **COMMONWEALTH OF PENNSYLVANIA TREASURY DEPARTMENT**
 By: Credit Suisse Asset Management, LLC, as investment adviser

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Consumer Program Administrators, Inc**
 By: BlackRock Financial Management, Inc. its Investment Manager

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **CREDIT SUISSE DOLLAR SENIOR LOAN FUND, LTD.**
 By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Credit Suisse Floating Rate Trust**
 By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: CREDIT SUISSE NOVA (LUX)

By: Credit Suisse Asset Management, LLC or Credit Suisse Asset Management Limited, each as Co-Investment Adviser to
Credit Suisse Fund Management S.A., management company for Credit Suisse Nova (Lux)

by /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: CREDIT SUISSE SENIOR LOAN INVESTMENT UNIT TRUST (for Qualified Institutional Investors Only)
BY: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Delaware Diversified Income Trust**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Delaware Group Advisor Funds- Delaware Diversified Income Fund**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: Delaware Group Income Funds-Delaware Diversified Floating Rate Fund

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Delaware VIP Trust – Delaware VIP Diversified Income Series**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden XXIV Senior Loan Fund**
 By: Prudential Investment Management, Inc.,
 as Collateral Manager

by /s/ Joseph Lemanowicz _____
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden XXV Senior Loan Fund**
 By: Prudential Investment Management, Inc., as Collateral Manager

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden XXVI Senior Loan Fund**
 By: Prudential Investment Management, Inc.,
 as Collateral Manager

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden XXVIII Senior Loan Fund**
 By: Prudential Investment Management, Inc.,
 as Collateral Manager

by /s/ Joseph Lemanowicz _____
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden 30 Senior Loan Fund**
By: **Prudential Investment Management, Inc., as Collateral Manager**

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden 36 Senior Loan Fund**
By: **Prudential Investment Management, Inc., as Collateral Manager**

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden 37 Senior Loan Fund**
 By: Prudential Investment Management, Inc., as Collateral Manager

by /s/ Joseph Lemanowicz _____
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Dryden 40 Senior Loan Fund**
By: **Prudential Investment Management, Inc., as Collateral Manager**

by /s/ Joseph Lemanowicz _____
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Prudential Bank Loan Fund of the Prudential Trust Company Collective Trust**
 By: Prudential Investment Management, Inc. as Investment Advisor

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Pramerica Global Loan Opportunities Limited**
By: Pramerica Investment Management, a trading name of Prudential Investment Management, Inc. as Investment Manager

by /s/ Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Emerson Place CLO, Ltd.**

by /s/ Scott D'Orsi
Name: Scott D'Orsi
Title: Portfolio Manager

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Federated Bank Loan Core Fund**

by /s/ B. Anthony Delserone, Jr.
Name: B. Anthony Delserone, Jr.
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Fire and Police Pension Fund, San Antonio**
BY: **PineBridge Investments LLC Its Investment Manager**

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **CLO II, Limited**

by /s/ Adam Jacobs
Name: Adam Jacobs
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Four Corners CLO III, Ltd.**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Galaxy XI CLO, Ltd.**
 BY: PineBridge Investments LLC As Collateral Manager

by /s/ Steven Oh _____
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Galaxy XIV CLO, Ltd.**
BY: PineBridge Investments LLC, as Collateral Manager

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Galaxy XV CLO, Ltd.**
 By: PineBridge Investments LLC As Collateral Manager

by /s/ Steven Oh _____
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Galaxy XVI CLO, Ltd.**
By: Pinebridge Investments LLC As Collateral Manager

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **General Dynamics Corporation Group Trust**
BY: Guggenheim Partners Investment Management, LLC as Manager

by /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Guggenheim Funds Trust – Guggenheim Floating Rate Strategies Fund**
By: Guggenheim Partners Investment Management, LLC

by /s/ Kaitlin Trinh
Name: Kaitlin Trinh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Hartford Fire Insurance Company**

by /s/ James A. Serhant II
Name: James A. Serhant II
Title: Executive Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **HYFI LOAN FUND**
 By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **IHC HEALTH SERVICES, INC.**
By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **IHC PENSION PLAN DIRECTED TRUST**
 By: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Ironshore Inc.**
BY: BlackRock Financial Management, Inc., its Investment Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **JPMBI re Blackrock Bankloan Fund**
BY: BlackRock Financial Management Inc., as Sub-Advisor

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Kingsland IV, Ltd.**
 BY: Kingsland Capital Management, LLC, as Manager

by /s/ Katherine Kim
Name: Katherine Kim
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Kingsland V, Ltd.**
 BY: Kingsland Capital Management, LLC, as Manager

by /s/ Katherine Kim
Name: Katherine Kim
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Lancashire Insurance Company Limited**
 By: PineBridge Investments Europe Limited As Collateral Manager

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **LVIP Delaware Diversified Floating Rate Fund**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Macquarie Diversified Fixed Interest Fund**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Macquarie Income Opportunities Fund**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **MADISON PARK FUNDING X, LTD.**
 BY: Credit Suisse Asset Management, LLC, as portfolio manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Madison Park Funding XI, Ltd.**
 BY: Credit Suisse Asset Management, LLC, as portfolio manager

by /s/ Thomas Flannery _____
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Madison Park Funding XIII, Ltd.**
 BY: Credit Suisse Asset Management, LLC, as portfolio manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **MADISON PARK FUNDING XIV, LTD.**
 BY: Credit Suisse Asset Management, LLC, as portfolio manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Madison Park Funding XV, Ltd.**
 BY: Credit Suisse Asset Management, LLC, as Portfolio Manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Magnetite VI, Limited**
 BY: BlackRock Financial Management, Inc., its Collateral Manager

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Magnetite VII, Limited**
BY: BlackRock Financial Management Inc., Its Collateral Manager

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Mathena Investments LLC**

by /s/ Frank Strenger Jr.
Name: Frank Strenger Jr.
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **NCRAM Loan Trust**

by _____

Name:

Title: Nomura Corporate Research and Asset Management Inc. as Investment Adviser

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Nomura Bond and Loan Fund**

by _____

Name:

Title:

By: Mitsubishi UFJ Trust & Banking Corporation as Trustee

By: Normura Corporate Research & Asset Management Inc. Attorney in Fact

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: New York State Common Retirement Fund
By: BlackRock Financial Management Inc., its Investment Manager

by /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **NexBank SSB**

by /s/ Matt Siekielski
Name: Matt Siekielski
Title: COO

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: OCP CLO 2012-2, Ltd.
By: Onex Credit Partners, LLC, as Collateral Manager

by /s/ Paul Travers
Name: Paul Travers
Title: Portfolio Manager

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: OCP CLO 2013-4, Ltd.
By: Onex Credit Partners, LLC, as Portfolio Manager

by /s/ Paul Travers
Name: Paul Travers
Title: Portfolio Manager

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: OCP CLO 2015-8, Ltd.
By: Onex Credit Partners, LLC, as Portfolio Manager

by /s/ Paul Travers
Name: Paul Travers
Title: Portfolio Manager

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Ohio Police and Fire Pension Fund**
BY: PENN Capital Management Company, Inc., as its Investment Advisor

by /s/ Christopher Skorton
Name: Christopher Skorton
Title: Business Operations Associate

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Optimum Trust – Optimum Fixed Income Fund**

by /s/ Adam Brown
Name: Adam Brown
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **OZLM IX, Ltd.**

By: Och-Ziff Loan Management LP, its collateral
 manager

By: Och-Ziff Loan Management LLC, its general
 partner

by /s/ Joel Frank
Name: Joel Frank
Title: Chief Financial Officer

For any institution requiring a second signature line:

by N/A
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: Seaside National Bank & Trust

by /s/ Thomas N. Grant
Name: Thomas N. Grant
Title: SVP & CCO

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, TO THE TRANSDIGM
INC. SECOND AMENDED AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Spring Creek Trading, LLC**
 BY: SunTrust Bank, as manager

by /s/ Joshua Lowe
Name: Joshua Lowe
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Sun Life Assurance Company of Canada**
 By: Wellington Management Company LLP as its Investment Adviser

by /s/ Donna Sirianni
Name: Donna Sirianni
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Swiss Capital Pro Loan V PLC - CVC**

by /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **THE CITY OF NEW YORK GROUP TRUST**
 BY: Credit Suisse Asset Management, LLC, as its manager

by /s/ Thomas Flannery
Name: Thomas Flannery
Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED AND
RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **THE EATON CORPORATION MASTER RETIREMENT TRUST**
 BY: Credit Suisse Asset Management, LLC, as investment manager

by /s/ Thomas Flannery _____

Name: Thomas Flannery

Title: Managing Director

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **The Hartford Strategic Income Fund**
 By: Wellington Management Company, LLP as its Investment Adviser

by /s/ Donna Sirianni
Name: Donna Sirianni
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

SIGNATURE PAGE TO LOAN MODIFICATION
AGREEMENT DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE TRANSDIGM INC. SECOND AMENDED
AND RESTATED CREDIT AGREEMENT

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Transamerica Unconstrained Bond**
 By: PineBridge Investments LLC as Investment Manager

by /s/ Steven Oh
Name: Steven Oh
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Voya Senior Income Fund**
 BY: Voya Investment Management Co. LLC, as its investment manager

by /s/ Kelly Byrne
Name: Kelly Byrne
Title: VP

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Wasatch CLO Ltd**
 BY: Invesco Senior Secured Management, Inc. as Portfolio Manager

by /s/ Kevin Egan
Name: Kevin Egan
Title: Authorized Individual

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: Wellington Trust Company, National Association Multiple Common Trust Funds Trust, Core Bond Plus/High Yield Bond Portfolio

By: Wellington Management Company, LLP as its Investment Advisor

by /s/ Donna Sirianni
Name: Donna Sirianni
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

**Name of Institution: WELLINGTON TRUST COMPANY NATIONAL ASSOCIATION MULTIPLE COLLECTIVE INVESTMENT FUNDS
TRUST II, CORE BOND PLUS/HIGH YIELD BOND**

by /s/ Donna Sirianni
Name: Donna Sirianni
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: Wellington Trust Company, National Association Multiple Common Trust Funds Trust– Opportunistic Fixed Income
Allocation Portfolio

By: Wellington Management Company, LLP as its Investment Advisor

by /s/ Donna Sirianni

Name: Donna Sirianni

Title: Vice President

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **WM Pool – High Yield Fixed Income Trust**

by /s/ Ron Polye
Name: Ron Polye
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **Workers Compensation Fund**
 By: Wellington Management Company, LLP as its Investment Adviser

by /s/ Donna Sirianni
Name: Donna Sirianni
Title: Vice President

For any institution requiring a second signature line:

by _____

Name:
Title:

[Signature Page to Loan Modification Agreement]

To execute this Loan Modification Agreement as an Accepting Tranche C Term Lender:

Name of Institution: **ZAIS CLO 3, Limited**
 ZAIS CLO 3, Limited

by /s/ Vincent Ingato _____
Name: Vincent Ingato
Title: Managing Director

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Loan Modification Agreement]

INCREMENTAL REVOLVING CREDIT ASSUMPTION AND
REFINANCING FACILITY AGREEMENT

dated as of May 20, 2015

relating to the

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of June 4, 2014,

among

TRANSDIGM INC.,

TRANSDIGM GROUP INCORPORATED,

THE SUBSIDIARIES OF TRANSDIGM INC. FROM TIME TO TIME PARTY THERETO,

THE LENDERS PARTY THERETO

and

CREDIT SUISSE AG,

as Administrative Agent and Collateral Agent

CREDIT SUISSE SECURITIES (USA) LLC

and

CITIGROUP GLOBAL MARKETS INC.,

as Joint Lead Arrangers

CREDIT SUISSE SECURITIES (USA) LLC,

CITIGROUP GLOBAL MARKETS INC.,

MORGAN STANLEY SENIOR FUNDING, INC.,

UBS SECURITIES LLC,

BARCLAYS BANK PLC,

RBC CAPITAL MARKETS,

HSBC SECURITIES (USA) INC.

and

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

as Joint Bookrunners

and

PNC CAPITAL MARKETS LLC,

as

Manager

INCREMENTAL REVOLVING CREDIT ASSUMPTION AND REFINANCING FACILITY AGREEMENT dated as of May 20, 2015 (this "Agreement"), relating to the SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of June 4, 2014 (as 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 ("Holdings"), each subsidiary of the Borrower from time to time party thereto, the lenders party thereto (the "Existing Lenders"), and CREDIT SUISSE AG, as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

A. The Borrower has requested that on the Second 2015 Effective Date (as defined below) (i) the Persons set forth on Schedule I hereto (the "Incremental Dollar Revolving Credit Lenders") provide Incremental Revolving Credit Commitments in an aggregate amount of \$130,000,000 (the "Incremental Dollar Revolving Credit Commitments") to the Borrower and (ii) the Persons set forth on Schedule II hereto (the "Tranche E Refinancing Term Lenders") make Refinancing Term Loans in an aggregate principal amount of \$248,870,695.51 (the "Tranche E Refinancing Term Loans") to the Borrower.

B. The Incremental Dollar Revolving Credit Lenders are willing to provide the Incremental Dollar Revolving Credit Commitments to the Borrower on the Second 2015 Effective Date and the Tranche E Refinancing Term Lenders are willing to make the Tranche E Refinancing Term Loans to the Borrower on the Second 2015 Effective Date, in each case on the terms and subject to the conditions set forth herein and in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein (including in the recitals hereto) shall have the meanings given to them in the Credit Agreement. The rules of interpretation set forth in Section 1.03 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*. As used herein, the term "2015 Additional Transactions" means, collectively, (a) the execution, delivery and performance by each Loan Party of this Agreement, (b) the Borrowing of the Tranche E Refinancing Term Loans hereunder and the use of the proceeds thereof in accordance with the terms of the Credit Agreement and this Agreement, (c) the establishment of the Incremental Dollar Revolving Credit Commitments pursuant hereto, (d) the repayment of outstanding Tranche C Term Loans in an aggregate principal amount, together with all accrued interest thereon, of \$248,870,695.51 (the "Tranche C Refinancing") and (e) the payment of fees and expenses incurred in connection with the foregoing.

SECTION 2. Incremental Dollar Revolving Credit Commitments. (a) Each Incremental Dollar Revolving Credit Lender hereby agrees, severally and not jointly, on the terms set forth herein and in the Credit Agreement and subject to the conditions set forth herein, to provide Incremental Dollar Revolving Credit Commitments to the Borrower on the Second 2015 Effective Date in an aggregate amount not to exceed the amount set forth opposite such Incremental Dollar Revolving Credit Lender's name on Schedule I hereto.

(b) The Incremental Dollar Revolving Credit Lenders shall constitute "Incremental Revolving Credit Lenders", "Revolving Credit Lenders" and "Lenders", the Incremental Dollar Revolving Credit Commitments shall constitute "Incremental Revolving Credit Commitments" and "Dollar Revolving Credit Commitments" and the loans made thereunder shall constitute "Incremental Revolving Loans" and "Dollar Revolving Loans", in each case for all purposes of the Credit Agreement and the other Loan Documents.

(c) (i) Upon the effectiveness of the Incremental Dollar Revolving Credit Commitments, each Dollar Revolving Credit Lender immediately prior to such effectiveness will automatically and without further act be deemed to have assigned to each Incremental Dollar Revolving Credit Lender, and each such Incremental Dollar Revolving Credit Lender will automatically and without further act be deemed to have assumed, a portion of such Dollar Revolving Credit Lender's participations under the Credit Agreement in outstanding Dollar Letters of Credit and Swingline Loans (if any) such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding (x) participations under the Credit Agreement in Dollar Letters of Credit and (y) participations under the Credit Agreement in Swingline Loans held by each Dollar Revolving Credit Lender (including each such Incremental Dollar Revolving Credit Lender) will equal such Lender's Pro Rata Percentage and (ii) if, on the Second 2015 Effective Date, there are any Dollar Revolving Loans outstanding, such Dollar Revolving Loans shall, upon the effectiveness of the Incremental Dollar Revolving Credit Commitments, be prepaid from the proceeds of additional Dollar Revolving Loans made under the Credit Agreement (reflecting the increase in the Total Dollar Revolving Credit Commitment), which prepayment shall be accompanied by accrued interest on the Dollar Revolving Loans being prepaid and any costs incurred by any Dollar Revolving Credit Lender in accordance with Section 2.15 of the Credit Agreement.

SECTION 3. Term Loan Commitments. (a) Each Tranche E Refinancing Term Lender hereby agrees, severally and not jointly, on the terms set forth herein and in the Credit Agreement and subject to the conditions set forth herein, to make Tranche E Refinancing Term Loans to the Borrower on the Second 2015 Effective Date in an aggregate principal amount not to exceed the amount set forth opposite such Tranche E Refinancing Term Lender's name on Schedule II hereto. Amounts borrowed under this Section 3(a) and repaid or prepaid may not be reborrowed.

(b) Unless the context shall otherwise require, the Tranche E Refinancing Term Loans shall constitute "Refinancing Term Loans" and "Tranche E Term

Loans”, and the Tranche E Refinancing Term Lenders shall constitute “Refinancing Term Lenders” and “Lenders”, in each case for all purposes of the Credit Agreement and the other Loan Documents.

(c) The proceeds of the Tranche E Refinancing Term Loans shall be used solely to finance the Tranche C Refinancing and any related expenses.

(d) Unless previously terminated, the commitments of the Tranche E Refinancing Term Lenders pursuant to Section 2(a) shall terminate upon the making of the Tranche E Refinancing Term Loans on the Second 2015 Effective Date.

(e) On the Second 2015 Effective Date, the principal amount of each scheduled repayment of Tranche E Term Loans pursuant to Section 2.08(b) of the Credit Agreement (as set forth in Incremental Assumption Agreement No. 1) shall be increased an amount necessary to give effect to the increase in outstanding Tranche E Term Loans as a result of the making of the Tranche E Refinancing Term Loans hereunder.

(f) The Tranche C Refinancing Term Loans shall have the same terms as the Tranche E Term Loans and the initial Interest Period applicable thereto shall be the Interest Period set forth in the notice of borrowing delivered on the Second 2015 Effective Date pursuant to Section 4(e) of this Agreement.

(g) The parties hereto agree that the Agent is authorized to take such actions as are necessary to ensure that the Tranche C Refinancing Term Loans are included in each Borrowing of Tranche E Term Loans outstanding on the Second 2015 Effective Date on a ratable basis.

SECTION 4. Conditions Precedent to Effectiveness. The effectiveness of this Agreement and the obligations of the Incremental Dollar Revolving Credit Lenders to provide the Incremental Dollar Revolving Credit Commitments and of the Tranche E Refinancing Term Lenders to make the Tranche E Refinancing Term Loans shall be subject to the satisfaction or waiver of the following conditions precedent (the date on which such conditions precedent are so satisfied or waived, the “Second 2015 Effective Date”):

(a) the Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of (i) the Borrower, Holdings and the Subsidiaries of the Borrower party to the Credit Agreement on the date hereof, (ii) the Agent, (iii) the Incremental Dollar Revolving Credit Lenders and (iv) the Tranche E Refinancing Term Lenders;

(b) at the time of and immediately after giving effect to the Incremental Dollar Revolving Credit Commitments and the making of the Tranche E Refinancing Term Loans and the application of the proceeds thereof, each of the conditions set forth in Section 4.01(b) and Section 4.01(c) of the Credit Agreement shall be satisfied; provided that, for purposes of the condition set forth in Section 4.01(b), the words “Second Restatement Date” set forth in Section 3.13(a) of the Credit

Agreement shall be deemed to be "Second 2015 Effective Date" in each place they appear therein, the words "Second Restatement Transactions" in Section 3.13(a) of the Credit Agreement shall be deemed to refer to the 2015 Additional Transactions, and the parenthetical in Section 3.13(a) of the Credit Agreement shall be disregarded;

(c) the Consolidated Net Leverage Ratio and the Consolidated Secured Net Debt Ratio, in each case determined as of the Second 2015 Effective Date after giving effect to the 2015 Additional Transactions, shall be no greater than 7.25 to 1.00 and 4.25 to 1.00, respectively;

(d) the Agent shall have received a certificate dated as of the Second 2015 Effective Date and executed by a Financial Officer of the Borrower with respect to the conditions set forth in paragraphs (b) and (c) above;

(e) the Agent shall have received a notice of borrowing in accordance with Section 2.03 and 2.26(a) of the Credit Agreement;

(f) the Agent shall have received legal opinions, board resolutions and other closing certificates consistent with those delivered on the 2015 Effective Date;

(g) the Agent shall have received, at least three Business Day prior to the Second 2015 Effective Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, that has been reasonably requested by the Agent, any Incremental Dollar Revolving Credit Lender or any Tranche E Refinancing Term Lender at least five Business Days prior to the Second 2015 Effective Date; and

(h) the Agent shall have received all fees and reimbursement of all expenses separately agreed in writing by the Borrower and the arrangers of the Incremental Dollar Revolving Credit Commitments and the Tranche E Refinancing Term Loans or required by Section 9.03 of the Credit Agreement or by any other Loan Document to be reimbursed by the Borrower on the Second 2015 Effective Date in connection with this Agreement and the transactions contemplated hereby to the extent invoiced at least one Business Day prior to the Second 2015 Effective Date.

The Agent shall notify the Borrower and the Lenders of the Second 2015 Effective Date, and such notice shall be conclusive and binding.

SECTION 5. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, Holdings and the Borrower represent and warrant to each of the Lenders (including the Incremental Dollar Revolving Credit Lenders and the Tranche E Refinancing Term Lenders) and the Agent that (a) this Agreement has been duly authorized, executed and delivered by Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, and this Agreement constitutes a legal, valid and binding obligation of Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and to general

principles of equity; (b) after giving effect to this Agreement, the representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Second 2015 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date; provided that, (i) in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof and (ii) for purposes of the representation in Section 3.13(a) of the Credit Agreement, the words “Second Restatement Date” in each place set forth therein shall be deemed to be “Second 2015 Effective Date”, the words “Second Restatement Transactions” shall be deemed to refer to the 2015 Additional Transactions and the parenthetical in Section 3.13(a) of the Credit Agreement shall be disregarded and (c) as of the Second 2015 Effective Date, after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from the establishment of the Incremental Dollar Revolving Credit Commitments or the borrowing of the Tranche E Refinancing Term Loans and the use of the proceeds thereof.

SECTION 6. Effect of Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Agreement shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. After the Second 2015 Effective Date, any reference to the Credit Agreement in any Loan Document, and the terms “this Agreement”, “herein”, “hereunder”, “hereto”, “hereof” and words of similar import in the Credit Agreement, shall, unless the context otherwise requires, mean the Credit Agreement as modified hereby. This Agreement shall constitute a “Loan Document”, an “Incremental Revolving Credit Assumption Agreement” and a “Refinancing Facility Agreement”, in each case for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 7. Acknowledgement and Consent. Each Loan Party hereby acknowledges that it has read this Agreement and consents to the terms hereof and further hereby affirms, confirms and agrees that (a) notwithstanding the effectiveness of this Agreement, the obligations of such Loan Party under each of the Loan Documents to which it is a party shall not be impaired and each of the Loan Documents to which such Loan Party is a party is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects, in each case, as amended hereby; (b) its Guarantee of the Obligations, and the pledge of and/or grant of a security interest in its assets as Collateral to secure the Obligations, all as and to the extent provided in the Collateral

Documents as originally executed, shall continue in full force and effect in respect of, and to secure, the Obligations (including the Tranche E Refinancing Term Loans and the Incremental Dollar Revolving Credit Commitments and the loans and other extensions of credit thereunder); and (c) all the representations and warranties made by or relating to it contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Second 2015 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof.

SECTION 8. Certain Post-Effectiveness Collateral Obligations. The Borrower shall deliver to the Agent each of the documents, and take each of the actions, specified in Schedule III hereto.

SECTION 9. FATCA Treatment; Tax Forms. (a) For purposes of determining withholding Taxes imposed under FATCA, from and after Second 2015 Effective Date, the Borrower and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) the Revolving Loans as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(b) The Borrower hereby requests each Foreign Lender to promptly submit duly completed and signed copies of one or more of forms or certificates described in Section 2.16(f)(ii)(A), (B), (C), (D), (E), (F) or (G) of the Credit Agreement and each Foreign Lender agrees that the Borrower’s request is reasonable pursuant to 2.16(f)(iii)(A)(3) of the Credit Agreement.

SECTION 10. Counterparts. This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. The provisions of Sections 9.09 and 9.10 of the Credit Agreement shall apply to this Agreement to the same extent as if fully set forth herein.

SECTION 12. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

TRANSDIGM INC.

by /s/ Sean Maroney

Name: Sean Maroney

Title: Treasurer

TRANSDIGM GROUP INCORPORATED

by /s/ Sean Maroney

Name: Sean Maroney

Title: Treasurer

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AEROSONIC LLC
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 GLOBAL HOLDINGS, INC.
AMSAFE INDUSTRIES, INC.
AMSAFE, INC.
AP GLOBAL ACQUISITION CORP.
AP GLOBAL HOLDINGS, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONIC INSTRUMENTS LLC
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
BRUCE INDUSTRIES, INC.
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
HARCO LLC
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
SCHNELLER HOLDINGS LLC
SCHNELLER LLC
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SKURKA AEROSPACE INC.
TELAIR INTERNATIONAL LLC
TELAIR US LLC
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
WHIPPANY ACTUATION SYSTEMS, LLC

by /s/ Sean Maroney

Name: Sean Maroney

Title: Treasurer

BRIDPORT ERIE AVIATION, INC.

by /s/ Sean Maroney

Name: Sean Maroney

Title: President

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Tranche E
Refinancing Term Lender, as Incremental Dollar Revolving Credit Lender and as
Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Authorized Signatory

by /s/ Karim Rahimtoola

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT
DATED AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO
THE TRANSDIGM INC. SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **GOLDMAN SACHS BANK USA**

by /s/ Rebecca Kratz

Name: Rebecca Kratz

Title: Authorized Signatory

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT
DATED AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO
THE TRANSDIGM INC. SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

by /s/ Mark Koneval

Name: Mark Koneval

Title: Managing Director

For any institution requiring a second signature line:

by /s/ Brad Matthews

Name: Brad Matthews

Title: Director

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT
DATED AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO
THE TRANSDIGM INC. SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **Barclays Bank PLC**

by /s/ Craig J. Malloy

Name: Craig J. Malloy

Title: Director

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT
DATED AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO
THE TRANSDIGM INC. SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **Morgan Stanley Bank, NA.**

by /s/ Michael King

Name: Michael King

Title: Authorized Signatory

For any institution requiring a second signature line:

by _____

Name:

Title:

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO THE
TRANSDIGM INC. SECOND AMENDED AND RESTATED CREDIT
AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **ROYAL BANK OF CANADA**

by /s/ Richard C. Smith

Name: Richard C. Smith

Title: Authorized Signatory

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO THE
TRANSDIGM INC. SECOND AMENDED AND RESTATED CREDIT
AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **HSBC Bank USA, National Association**

by /s/ Paul L. Hatton

Name: Paul L. Hatton

Title: Managing Director

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO THE
TRANSDIGM INC. SECOND AMENDED AND RESTATED CREDIT
AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: Citibank, N.A.

by /s/ Paul Wood
Name: Paul Wood
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT DATED
AS OF THE DATE FIRST WRITTEN ABOVE, RELATING TO THE
TRANSDIGM INC. SECOND AMENDED AND RESTATED CREDIT
AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: PNC Bank, N.A.

by /s/ Andrew M. Rutherford
Name: Andrew M. Rutherford
Title: Vice President

For any institution requiring a second signature line:

by _____
Name:
Title:

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

SIGNATURE PAGE TO INCREMENTAL REVOLVING CREDIT
ASSUMPTION AND REFINANCING FACILITY AGREEMENT DATED
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TRANSDIGM INC. SECOND AMENDED AND RESTATED CREDIT
AGREEMENT

To execute this Agreement as an Incremental Dollar Revolving Credit Lender:

Name of Institution: **UBS AG, STAMFORD BRANCH**

by /s/ Kenneth Chin
Name: Kenneth Chin
Title: Director

For any institution requiring a second signature line:

by /s/ Denise Bushee
Name: Denise Bushee
Title: Associate Director

[Signature Page to Incremental Revolving Credit Assumption and Refinancing Facility Agreement]

Incremental Dollar Revolving Credit Commitments

<u>Incremental Dollar Revolving Credit Lender</u>	<u>Incremental Dollar Revolving Credit Commitment</u>
Goldman Sachs Bank USA	\$ 40,000,000
Credit Agricole Corporate and Investment Bank	\$ 25,000,000
Barclays Bank PLC	\$ 10,000,000
Morgan Stanley Bank, N.A.	\$ 10,000,000
Royal Bank of Canada	\$ 10,000,000
HSBC Bank USA, National Association	\$ 10,000,000
Citibank, N.A.	\$ 10,000,000
Credit Suisse AG, Cayman Islands Branch	\$ 5,000,000
PNC Bank, N.A.	\$ 5,000,000
UBS AG, Stamford Branch	\$ 5,000,000
TOTAL	\$ 130,000,000

Tranche E Refinancing Term Loans

<u>Tranche E Refinancing Term Lender</u>	<u>Tranche E Refinancing Term Loan Amount</u>
Credit Suisse AG, Cayman Islands Branch	\$248,870,695.51
TOTAL	\$248,870,695.51

Post-Incremental Second 2015 Effective Date Obligations

Within 90 days after the Second 2015 Effective Date (or such later date that the Agent in its reasonable discretion may permit), with respect to the below described Mortgaged Properties, the Agent shall have received (i) an amendment to the applicable Existing Mortgage in form and substance reasonably satisfactory to the Agent, (ii) evidence that a counterpart of such amendment to the Existing Mortgage has been recorded (or delivered to the appropriate Title Insurance Company subject to arrangements reasonably satisfactory to the Agent for recording promptly thereafter in the place necessary, in the Agent's reasonable judgment, to create a valid and enforceable first priority Lien in favor of the Agent for the benefit of itself and the Secured Parties), (iii) a "date-down" endorsement to the existing Title Insurance Policy, which shall amend the description therein of the insured Existing Mortgage to include the amendment of the Existing Mortgage, and otherwise be in form and substance reasonably satisfactory to the Agent, (iv) a favorable opinion of counsel in the state in which such parcels of real property are located with respect to the enforceability of said amendment of the Existing Mortgage and such other opinions as Agent shall reasonably request, all in form and substance and from counsel reasonably satisfactory to the Agent and (v) such other information, documentation, and certifications (including evidence of flood insurance as may be required by applicable law) as may be reasonably required by the Agent, in each case with respect to the following Mortgaged Properties:

- a. 5000 Triggs Street, Los Angeles, CA 90022
- b. 900 South Richfield Road, Placentia, CA 92870
- c. 9810 6th Street, Rancho Cucamonga, CA 91730
- d. 450 Goolsby Blvd., Deerfield, FL 33442
- e. 320 S. Church Street, Addison, IL 60101-3750
- f. 2600 South Custer Ave., Wichita, KS 67217
- g. 1414 Randolph Avenue, Avenel, NJ 07001
- h. 313 Gillett Street, Painesville, OH 44077
- i. 4223 Monticello Blvd., South Euclid, OH 44121
- j. 1230 Old Norris Road, Liberty, SC 29657
- k. 8301 Imperial Drive, Waco, TX 76712
- l. 1043 North 47th Ave., Phoenix, AZ 85043-1817
- m. 6019 Powdermill Road, Franklin Twp., Kent, OH 44240-7109