

**UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

TransDigm Group Incorporated

(Name of Issuer)

Common Stock, \$0.01 Par Value

(Title of Class of Securities)

893641 10 0

(CUSIP Number)

**Scott A. Arenare, Esq.
Managing Director and General Counsel
Warburg Pincus LLC
466 Lexington Avenue
New York, New York 10017
(212) 878-0600**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

**Copies to:
Steven J. Gartner, Esq.
Christopher Greer, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
(212) 728-8000**

March 20, 2006

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 893641 10 0

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
TD Group Holdings, LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
31,093,057

9. Sole Dispositive Power
-0-

10. Shared Dispositive Power
31,093,057

11. Aggregate Amount Beneficially Owned by Each Reporting Person
31,093,057

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
69.8%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 893641 10 0

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
Warburg Pincus Private Equity VIII, L.P.
I.R.S. #13-4161869

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
31,093,057

9. Sole Dispositive Power
-0-

10. Shared Dispositive Power
31,093,057

11. Aggregate Amount Beneficially Owned by Each Reporting Person
31,093,057

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
69.8%

14. Type of Reporting Person (See Instructions)
PN

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
Warburg Pincus & Co.
I.R.S. #13-6358475

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
New York

7. Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
31,093,057

9. Sole Dispositive Power
-0-

10. Shared Dispositive Power
31,093,057

11. Aggregate Amount Beneficially Owned by Each Reporting Person
31,093,057

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
69.8%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 893641 10 0

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
 Warburg Pincus LLC
 I.R.S. #13-3536050

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
 N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
 New York

7. Sole Voting Power
 -0-

Number of
 Shares
 Beneficially
 Owned by
 Each
 Reporting
 Person With

8. Shared Voting Power
 31,093,057

9. Sole Dispositive Power
 -0-

10. Shared Dispositive Power
 31,093,057

11. Aggregate Amount Beneficially Owned by Each Reporting Person
 31,093,057

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 893641 10 0

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
Warburg Pincus Partners LLC
I.R.S. #13-4069737

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
New York

7. Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
31,093,057

9. Sole Dispositive Power
-0-

10. Shared Dispositive Power
31,093,057

11. Aggregate Amount Beneficially Owned by Each Reporting Person
31,093,057

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
69.8%

14. Type of Reporting Person (See Instructions)
OO

6

This Schedule 13D is being filed on behalf of TD Group Holdings, LLC, a Delaware limited liability company (“TD LLC”), Warburg Pincus Private Equity VIII, L.P., a Delaware limited partnership (together with two affiliated entities, “WP VIII”), Warburg Pincus LLC, a New York limited liability company (“WP LLC”), Warburg Pincus & Co., a New York general partnership (“WP”), and Warburg Pincus Partners LLC, a New York limited liability company and a subsidiary of WP (“WP Partners LLC”, and together with WP VIII, WP LLC and WP, the “Warburg Pincus Reporting Persons”). Charles R. Kaye and Joseph P. Landy are each Managing General Partners of WP and Co-Presidents and Managing Members of WP LLC. This Schedule 13D relates to the common stock, par value \$0.01 per share (the “Common Stock”), of TransDigm Group Incorporated (formerly known as TD Holding Corporation), a Delaware corporation (the “Company”).

TD LLC and the Warburg Pincus Reporting Persons (together with TD LLC, the “Reporting Persons”) are making this single, joint filing because they may be deemed to constitute a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Each Reporting Person disclaims beneficial ownership of all shares of Common Stock to which such Reporting Person does not have a pecuniary interest.

WP VIII initially acquired shares of Common Stock prior to the registration of the Common Stock under the Exchange Act. The Reporting Persons are filing this Schedule 13D because they have acquired an ownership stake in the Company through investments in the Company prior to its initial public offering of Common Stock (the “IPO”) and due to other transactions that occurred in connection with the IPO.

7

Item 1. Security and Issuer

This statement on Schedule 13D relates to the Common Stock and is being filed pursuant to Rule 13d-1 under the Exchange Act. The address of the principal executive offices of the Company is 1301 East 9th Street, Suite 3710, Cleveland, Ohio 44114.

Item 2. Identity and Background

(a) This Schedule 13D is filed by TD LLC and the Warburg Pincus Reporting Persons. The managing member of TD LLC is WP VIII. The general partner of WP VIII is WP Partners LLC, which is a subsidiary of WP. WP LLC manages WP VIII. The general partners of WP and the members of WP LLC are set forth on Schedule I hereto.

(b) The address of the principal business and principal office of TD LLC and each of the Warburg Pincus Reporting Persons and those persons listed on Schedule I is c/o Warburg Pincus & Co., 466 Lexington Avenue, New York, New York 10017.

(c) The principal business of TD LLC is to acquire, invest in, hold, market and dispose of shares of Common Stock. The principal business of WP VIII is that of making private equity and related investments. The principal business of WP Partners LLC is acting as the general partner of WP VIII and several other related partnerships. The principal business of WP is acting as the managing member of WP Partners LLC. The principal business of WP LLC is acting as manager of WP VIII and several other related partnerships.

(d) None of the Reporting Persons, nor, to the best of their knowledge, any of the directors, executive officers, control persons, general partners or members referred to in paragraph (a) above has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

8

(e) None of the Reporting Persons, nor, to the best of their knowledge, any of the directors, executive officers, control persons, general partners or members referred to in paragraphs (a) and (d) above has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Except as otherwise indicated on Schedule I hereto, each of the individuals referred to in paragraphs (a) and (d) above is a United States citizen.

Pursuant to a Contribution and Exchange Agreement (the "Contribution Agreement"), dated as of March 2, 2006, WP VIII, A.S.F. Co-Investment Partners II, L.P., AlpInvest Partners CS Investments 2003 C.V., AlpInvest Partners Later Stage Co-Investments Custodian II C.V., ML TD Holdings LLC, Teachers Insurance and Annuity Association of American and Michael Graff, one of the Company's directors (collectively, the "Contributors"), agreed to contribute (the "Contribution") all of the shares of Common Stock owned by such Contributors, after giving effect to the completion of the IPO, to TD LLC in exchange for membership interests in TD LLC (the "Membership Interests"), with each Contributor being issued a number of Membership Interests equal to the number of shares of Common Stock contributed to TD LLC by such Contributor. On March 20, 2006 (the "Closing Date"), immediately after the closing of the IPO, the Contribution occurred. Other than the issuance of the

Membership Interests, TD LLC paid no consideration for the shares of Common Stock contributed to it pursuant to the Contribution.

In the Contribution, WP VIII contributed 26,232,219 shares of Common Stock to TD LLC. WP VIII acquired such shares of Common Stock (i) pursuant to a Subscription and Note Purchase Agreement, dated as of July 15, 2003, between TD Holding Corporation (now known as TransDigm Group Incorporated), WP VIII and certain other investors named therein (the "Subscription Agreement"), and (ii) in connection with a pro rata distribution of all of the shares of Common Stock held by TD Co-Investors, LLC, a limited liability company in which WP VIII held a 55.6% membership interest prior to the IPO. All of the funds required to acquire the shares of Common Stock by WP VIII were obtained from the working capital of WP VIII.

Item 4. Purpose of Transaction

TD LLC was formed to acquire, invest in, hold, market and dispose of shares of Common Stock. TD LLC acquired the shares of Common Stock that it currently holds due to the Contribution that occurred on the Closing Date in connection with the closing of the IPO. The acquisition by WP VIII of the Common Stock purchased pursuant to the terms of the Subscription Agreement was effected because of WP VIII's belief that the Common Stock represented, and continues to represent, an attractive investment. The Reporting Persons may from time to time acquire additional shares of Common Stock or engage in discussions with the Company concerning further acquisitions of shares of Common Stock or further investments in the Company. Such further acquisitions or investments could be material. The Reporting Persons intend to review their investment in the Company on a continuing basis and, depending on the price and availability of shares of Common Stock, subsequent developments affecting the Company, the

Company's business and prospects, other investments and business opportunities available to the Reporting Persons, general stock market and economic conditions, tax considerations and other factors considered relevant, may decide at any time to increase, or to decrease, the size of their investment in the Company.

Except as set forth in this Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any person listed on Schedule I hereto or in Item 1(a) or (d) above, has any plans or proposals that relate to or would result in: (a) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present Board of Directors (the "Board") or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board; (e) any material change in the present capitalization or dividend policy of the Company; (f) any other material change in the Company's business or corporate structure; (g) changes in the Company's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person; (h) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a) As of Closing Date, each of the Reporting Persons may be deemed to beneficially own 31,093,057 shares of Common Stock, representing approximately 69.8% of the outstanding Common Stock, based on the 44,572,670 shares of Common Stock outstanding as of the Closing Date (after giving effect to the exercise by the underwriters of the IPO of the over-allotment option granted to them, which over-allotment option was exercised in full on the Closing Date).

(b) Each of the Reporting Persons share the power to vote or to direct the vote and to dispose or to direct the disposition of the 31,093,057 shares of Common Stock it may be deemed to beneficially own.

The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "person" or "group" within the meaning of Section 13(d)(3) of the Exchange Act. The filing of this Schedule 13D shall not be construed as an admission of such beneficial ownership or that the Reporting Persons constitute a person or group.

(c) On the Closing Date, WP VIII sold 821,594 shares of Common Stock at the per share IPO price of \$21.00 in connection with the underwriters' exercise of their option to purchase additional shares of Common Stock to cover over-allotments. Other than the sale of 821,594 shares of Common Stock by WP VIII in connection with the IPO and the transactions described in Item 3 above, no transactions in the Common Stock were effected during the past sixty days by the Reporting Persons or any of the persons set forth on Schedule I hereto.

- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Pursuant to Rule 13d-1(k) promulgated under the Exchange Act, the Reporting Persons have entered into a Joint Filing Agreement attached hereto as Exhibit A, with respect to the joint filing of the Schedule 13D and any amendment or amendments thereto.

The Contribution Agreement is described in Item 3 above, such summary being incorporated in this Item 6 by reference. The description of the Contribution Agreement in this Schedule 13D is qualified in its entirety by reference to the Contribution Agreement, which is attached hereto as Exhibit B.

In connection with the Contribution, WP VIII, TD LLC and certain other investors entered into a Limited Liability Company Agreement of TD Group Holdings, LLC, dated as of March 2, 2006 (the "Operating Agreement"), which governs the operations of TD LLC. The description of the Operating Agreement is qualified in its entirety by reference to the Operating Agreement, which is attached hereto as Exhibit C.

The Company, WP VIII and certain other investors named therein entered into a Registration Rights Agreement, dated as of July 22, 2003 (the "Registration Rights Agreement"), which gives TD LLC, as an assignee of certain investors named therein, certain other investors named therein and certain of the Company's employees registration rights with respect to the Common Stock that they own (or that can be acquired by them). Pursuant to the terms of the Registration Rights Agreement, the Company has agreed, among other things and subject to certain conditions, to use its diligent best efforts to effect up to two registered offerings upon requests from TD LLC and to use its best efforts to qualify for registration on Form S-3, following which TD

LLC will have the right to request up to three registrations on Form S-3. In addition, the Company has granted incidental or "piggyback" registration rights with respect to any Registrable Securities (as defined in the Registration Rights Agreement) held by any party to the Registration Rights Agreement. The description of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, which is incorporated by reference to the Company's Registration Statement on Form S-1 (File No. 333-130483) (as amended, the "Registration Statement").

Pursuant to the terms of the Stockholders' Agreement, dated as of July 22, 2003, between the Company, WP VIII, the other institutional investors whose names and addresses are set forth on Schedule I thereto and the employees of TransDigm Inc. and certain of its subsidiaries whose names and addresses are set forth on Schedule II thereto (the "Stockholders' Agreement"), the Company has agreed, subject to the terms set forth therein, to use its best efforts to have elected to the Board certain individuals designated by WP VIII. Under the terms of the Stockholders' Agreement, for so long as WP VIII and its affiliates beneficially own at least 25% of the outstanding shares of Common Stock, the Company is required to nominate and use its best efforts to have elected to the Board that number of individuals that are designated by WP VIII that is equal to the greater of (i) three and (ii) a number of directors (rounded up to the nearest whole number) equal to the number of members of the Board multiplied by the percentage of the outstanding shares of the Common Stock that WP VIII and its affiliates beneficially own as of the date of nomination of directors to the Board (the "Warburg Pincus Percentage"). In addition, for so long as WP VIII and its affiliates beneficially own at least 10% but less than 25% of the outstanding shares of Common Stock, the Company is required to nominate and use its

best efforts to have elected to the Board that number of individuals that are designated by WP VIII that is equal to the greater of (i) two and (ii) a number of directors (rounded up to the nearest whole number) equal to the number of members of the Board multiplied by the Warburg Pincus Percentage as of the date of nomination of directors to the Board. Finally, under the terms of the Stockholders' Agreement, for so long as WP VIII and its affiliates beneficially own at least 5% but less than 10% of the outstanding shares of Common Stock, the Company is required to nominate and use its best efforts to have elected to the Board that number of individuals that are designated by WP VIII that is equal to the greater of (i) one and (ii) a number of directors (rounded up to the nearest whole number) equal to the number of members of the Board multiplied by the Warburg Pincus Percentage as of the date of nomination of directors to the Board. The description of the Stockholders' Agreement is qualified in its entirety by reference to the Stockholders' Agreement, which is incorporated by reference to the Registration Statement.

Pursuant to the terms of the employment agreement of W. Nicholas Howley, the Chairman and Chief Executive Officer of the Company, WP VIII has agreed to vote all shares of Common Stock that it controls in favor of Mr. Howley's re-election to the Board. The description of Mr. Howley's employment agreement is qualified in its entirety by reference to the employment agreement, which is incorporated by reference to the Registration Statement.

The Company's directors, including David A. Barr, Michael Graff, Kevin Kruse and Kewsong Lee, each of whom is listed on Schedule I hereto, TD LLC and WP VIII, as a holder of more than 5% of the Membership Interests, have agreed, subject to certain exceptions, not to (i) offer, sell, contract to sell, pledge or otherwise dispose of directly or indirectly, any shares of Common Stock or Membership Interests, as applicable, or securities convertible into or exchangeable for shares of Common Stock or Membership Interests, as applicable, (ii) enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or Membership Interests, as applicable, whether any such aforementioned transaction is to be settled by

delivery of the Common Stock or Membership Interests, as applicable, or such other securities, in cash or otherwise, or (iii) publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the period ending 180 days after March 14, 2006 (which period is subject to extension under the circumstances described in the Lock-Up Agreements (as defined below)), except with the prior written consent of Credit Suisse Securities (USA) LLC, as the representative of the several underwriters of the IPO (the "Lock-Up Agreements"). The description of the Lock-Up Agreements is qualified in its entirety by reference to the Form of Lock-Up Agreement for the Common Stock, which is attached hereto as Exhibit D, and the Lock-Up Agreement for Membership Interests, which is attached hereto as Exhibit E.

Item 7. Material to Be Filed as Exhibits

- Exhibit A. Joint Filing Agreement, dated March 30, 2006, by and among the Reporting Persons.
- Exhibit B. Contribution Agreement, dated as of March 2, 2006, by and among TD Group Holdings, LLC, Warburg Pincus Private Equity VIII, L.P. and the persons listed on Schedule I thereto.
- Exhibit C. Limited Liability Company Agreement of TD Group Holdings, LLC, dated as of March 2, 2006, by and among Warburg Pincus Private Equity VIII, L.P., the persons whose names are set forth on the signature pages thereto and such other persons listed from time to time on Schedule I thereto.
- Exhibit D. Form of Lock-Up Agreement for the Common Stock.
- Exhibit E. Lock-Up Agreement for the Membership Interests, dated March 14, 2006, among Warburg Pincus Private Equity VIII, L.P., TransDigm Group Incorporated, Credit Suisse Securities (USA) LLC and the other parties named therein.

16

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 30, 2006

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P.,
its Managing Member

By: Warburg Pincus Partners LLC,
its General Partner

By: Warburg Pincus & Co.,
its Managing Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: March 30, 2006

WARBURG PINCUS PRIVATE EQUITY VIII,
L.P.

By: Warburg Pincus Partners LLC,
its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: March 30, 2006

WARBURG PINCUS & CO.

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

17

Dated: March 30, 2006

WARBURG PINCUS LLC

By: /s/ SCOTT A. ARENARE
Name: Scott A. Arenare
Title: Member and Managing Director

Dated: March 30, 2006

WARBURG PINCUS PARTNERS LLC

By: Warburg Pincus & Co., its Managing
Member

By: /s/ SCOTT A. ARENARE
Name: Scott A. Arenare
Title: Partner

SCHEDULE I

Set forth below is the name, position and present principal occupation of each of the general partners of Warburg Pincus & Co. (“WP”) and members of Warburg Pincus LLC (“WP LLC”). The sole general partner of Warburg Pincus Private Equity VIII, L.P. (“WP VIII”) is Warburg Pincus Partners, LLC (“WP Partners LLC”), a subsidiary of WP. WP VIII is managed by WP LLC. WP VIII, WP LLC, WP Partners LLC and WP are hereinafter collectively referred to as the “Warburg Reporting Entities”. Except as otherwise indicated, the business address of each of such persons is c/o Warburg Pincus & Co., 466 Lexington Avenue, New York, New York 10017, and each of such persons is a citizen of the United States.

GENERAL PARTNERS OF WP

| NAME | PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP, AND POSITIONS WITH THE WARBURG REPORTING ENTITIES |
|---|---|
| Joel Ackerman | Partner of WP; Member and Managing Director of WP LLC |
| Scott A. Arenare | Partner of WP; Member and Managing Director of WP LLC |
| Gregory Back | Partner of WP; Member and Managing Director of WP LLC |
| David Barr | Partner of WP; Member and Managing Director of WP LLC |
| Harold Brown | Partner of WP; Member and Managing Director of WP LLC |
| Sean D. Carney | Partner of WP; Member and Managing Director of WP LLC |
| Mark Colodny | Partner of WP; Member and Managing Director of WP LLC |
| David A. Coulter | Partner of WP; Member and Managing Director of WP LLC |
| Timothy J. Curt | Partner of WP; Member and Managing Director of WP LLC |
| W. Bowman Cutter | Partner of WP; Member and Managing Director of WP LLC |
| Cary J. Davis | Partner of WP; Member and Managing Director of WP LLC |
| Michael Graff | Partner of WP; Member and Managing Director of WP LLC |
| Patrick T. Hackett | Partner of WP; Member and Managing Director of WP LLC |
| Jeffrey A. Harris | Partner of WP; Member and Managing Director of WP LLC |
| Stewart J. Hen | Partner of WP; Member and Managing Director of WP LLC |
| William H. Janeway | Partner of WP; Member and Vice Chairman of WP LLC |
| Julie A. Johnson Staples | Partner of WP; Member and Managing Director of WP LLC |
| Chansoo Joung | Partner of WP; Member and Managing Director of WP LLC |
| Peter R. Kagan | Partner of WP; Member and Managing Director of WP LLC |
| Charles R. Kaye | Managing General Partner of WP; Managing Member and Co-President of WP LLC |
| Henry Kressel | Partner of WP; Member and Managing Director of WP LLC |
| Kevin Kruse | Partner of WP; Member and Managing Director of WP LLC |
| Joseph P. Landy | Managing General Partner of WP; Managing Member and Co-President of WP LLC |
| Sidney Lapidus | Partner of WP; Member and Managing Director of WP LLC |
| Kewsong Lee | Partner of WP; Member and Managing Director of WP LLC |
| Jonathan S. Leff | Partner of WP; Member and Managing Director of WP LLC |
| Philip Mintz | Partner of WP; Member and Managing Director of WP LLC |
| Rodman W. Moorhead III | Partner of WP; Member and Managing Director of WP LLC |
| James Neary | Partner of WP; Member and Managing Director of WP LLC |
| Bilge Ogut | Partner of WP; Member and Managing Director of WP LLC |
| Dalip Pathak | Partner of WP; Member and Managing Director of WP LLC |
| Lionel I. Pincus | Partner of WP; Member and Chairman of WP LLC |
| Michael F. Profenius | Partner of WP; Member and Managing Director of WP LLC |
| Stan Raatz | Partner of WP; Member and Managing Director of WP LLC |
| Henry B. Schacht | Partner of WP; Member and Managing Director of WP LLC |
| Steven G. Schneider | Partner of WP; Member and Managing Director of WP LLC |
| Mimi Strouse | Partner of WP; Member and Managing Director of WP LLC |
| Patrick Sullivan | Partner of WP; Member and Managing Director of WP LLC |
| Barry Taylor | Partner of WP; Member and Managing Director of WP LLC |
| Christopher H. Turner | Partner of WP; Member and Managing Director of WP LLC |
| John L. Vogelstein | Partner of WP; Member and Vice Chairman of WP LLC |
| John R. Vrolyk | Partner of WP; Member and Managing Director of WP LLC |
| Elizabeth H. Weatherman | Partner of WP; Member and Managing Director of WP LLC |
| David J. Wenstrup | Partner of WP; Member and Managing Director of WP LLC |
| Rosanne Zimmerman | Partner of WP; Member and Managing Director of WP LLC |
| Pincus & Company LLC* | |
| NL & Co.** | |
| Warburg Pincus VP Partnership, L.P.*** | |

* New York limited liability company; primary activity is ownership interest in WP and WP LLC

** New York limited partnership; primary activity is ownership interest in WP

*** Delaware limited partnership; primary activity is ownership interest in WP

MEMBERS OF WP LLC

| NAME | PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP LLC, AND POSITIONS WITH THE WARBURG REPORTING ENTITIES |
|------|---|
|------|---|

| | |
|--------------------------|--|
| Joel Ackerman | Member and Managing Director of WP LLC; Partner of WP |
| Scott A. Arenare | Member and Managing Director of WP LLC; Partner of WP |
| Gregory Back | Member and Managing Director of WP LLC; Partner of WP |
| David Barr | Member and Managing Director of WP LLC; Partner of WP |
| Harold Brown | Member and Managing Director of WP LLC; Partner of WP |
| Sean D. Carney | Member and Managing Director of WP LLC; Partner of WP |
| Stephen John Coates (1) | Member and Managing Director of WP LLC |
| Mark Colodny | Member and Managing Director of WP LLC; Partner of WP |
| David A. Coulter | Member and Managing Director of WP LLC; Partner of WP |
| Timothy J. Curt | Member and Managing Director of WP LLC; Partner of WP |
| W. Bowman Cutter | Member and Managing Director of WP LLC; Partner of WP |
| Cary J. Davis | Member and Managing Director of WP LLC; Partner of WP |
| Rajiv Ghatalia (2) | Member and Managing Director of WP LLC |
| Michael Graff | Member and Managing Director of WP LLC; Partner of WP |
| Patrick T. Hackett | Member and Managing Director of WP LLC; Partner of WP |
| Jeffrey A. Harris | Member and Managing Director of WP LLC; Partner of WP |
| Stewart J. Hen | Member and Managing Director of WP LLC; Partner of WP |
| William H. Janeway | Member and Vice Chairman of WP LLC; Partner of WP |
| Julie A. Johnson Staples | Member and Managing Director of WP LLC; Partner of WP |
| Chansoo Joung | Member and Managing Director of WP LLC; Partner of WP |
| Peter R. Kagan | Member and Managing Director of WP LLC; Partner of WP |
| Charles R. Kaye | Managing Member and Co-President of WP LLC; Managing General Partner of WP |
| Rajesh Khanna (2) | Member and Managing Director of WP LLC |
| Henry Kressel | Member and Managing Director of WP LLC; Partner of WP |
| Kevin Kruse | Member and Managing Director of WP LLC; Partner of WP |
| Joseph P. Landy | Managing Member and Co-President of WP LLC; Managing General Partner of WP |
| Sidney Lapidus | Member and Managing Director of WP LLC; Partner of WP |
| Kewsong Lee | Member and Managing Director of WP LLC; Partner of WP |
| Jonathan S. Leff | Member and Managing Director of WP LLC; Partner of WP |
| Jeff Leng (3) | Member and Managing Director of WP LLC |
| David Li (4) | Member and Managing Director of WP LLC |
| Nicholas J. Lowcock (1) | Member and Managing Director of WP LLC |
| Philip Mintz | Member and Managing Director of WP LLC; Partner of WP |
| Rodman W. Moorhead III | Member and Managing Director of WP LLC; Partner of WP |
| James Neary | Member and Managing Director of WP LLC; Partner of WP |
| Bilge Ogut | Member and Managing Director of WP LLC; Partner of WP |
| Dalip Pathak | Member and Managing Director of WP LLC; Partner of WP |
| Lionel I. Pincus | Member and Chairman of WP LLC; Partner of WP |
| Pulak Chandan Prasad (2) | Member and Managing Director of WP LLC |
| Michael F. Profenius | Member and Managing Director of WP LLC; Partner of WP |
| Stan Raatz | Member and Managing Director of WP LLC; Partner of WP |
| Henry B. Schacht | Member and Managing Director of WP LLC; Partner of WP |
| Steven G. Schneider | Member and Managing Director of WP LLC; Partner of WP |
| Joseph C. Schull (5) | Member and Managing Director of WP LLC |
| Mimi Strouse | Member and Managing Director of WP LLC; Partner of WP |
| Patrick Sullivan | Member and Managing Director of WP LLC; Partner of WP |
| Chang Q. Sun (4) | Member and Managing Director of WP LLC |
| Barry Taylor | Member and Managing Director of WP LLC; Partner of WP |
| Christopher H. Turner | Member and Managing Director of WP LLC; Partner of WP |
| Simon Turton (1) | Member and Managing Director of WP LLC |
| John L. Vogelstein | Member and Vice Chairman of WP LLC; Partner of WP |
| John R. Vrolyk | Member and Managing Director of WP LLC; Partner of WP |
| Elizabeth H. Weatherman | Member and Managing Director of WP LLC; Partner of WP |
| David J. Wenstrup | Member and Managing Director of WP LLC; Partner of WP |
| Peter Wilson (1) | Member and Managing Director of WP LLC |
| Jeremy S. Young (1) | Member and Managing Director of WP LLC |
| Rosanne Zimmerman | Member and Managing Director of WP LLC; Partner of WP |
| Pincus & Company LLC* | |

(1) Citizen of United Kingdom

(2) Citizen of India

(3) Citizen of China

(4) Citizen of Hong Kong

(5) Citizen of Canada

* New York limited liability company; primary activity is ownership interest in WP and WP LLC

EXHIBIT A

The undersigned hereby agree that the statement on Schedule 13D with respect to the common stock, par value \$0.01 per share, of TransDigm Group Incorporated, a Delaware corporation, is and any amendment thereto signed by each of the undersigned shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: March 30, 2006

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P.,
its Managing Member

By: Warburg Pincus Partners LLC,
its General Partner

By: Warburg Pincus & Co.,
its Managing Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: March 30, 2006

WARBURG PINCUS PRIVATE EQUITY VIII,
L.P.

By: Warburg Pincus Partners LLC,
its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: March 30, 2006

WARBURG PINCUS & CO.

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: March 30, 2006

WARBURG PINCUS LLC

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Member and Managing Director

Dated: March 30, 2006

WARBURG PINCUS PARTNERS LLC

By: Warburg Pincus & Co., its Managing
Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

CONTRIBUTION AND EXCHANGE AGREEMENT

This Contribution and Exchange Agreement, dated as of March 2, 2006 (this "Agreement"), is entered into by and among TD Group Holdings, LLC, a Delaware limited liability company (the "Company"), Warburg Pincus Private Equity VIII, L.P. ("Warburg Pincus") and the other Persons whose names are set forth on Schedule I hereto (together with Warburg Pincus, the "Members"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Section 8.1 of this Agreement.

RECITALS

WHEREAS, on February 28, 2006, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, tit. 6, Section 18-101, et seq., by the filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of the State of Delaware on such date;

WHEREAS, as of the date hereof, each Member owns the number of shares of common stock, par value \$0.01 per share (the "TD Group Common Stock"), of TransDigm Group Incorporated, a Delaware corporation ("TD Group"), set forth opposite such Member's name on Schedule I hereto;

WHEREAS, TD Group has filed a Registration Statement on Form S-1 (as the same may be amended from time to time, the "Registration Statement") with the SEC pursuant to which TD Group will pursue the Initial Public Offering of the TD Group Common Stock; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, each Member desires to contribute to the Company all of the TD Group Common Stock owned by it immediately after giving effect to the closing of the Initial Public Offering (the "Measurement Time") and, in exchange therefor, on the Closing Date, the Company desires to issue to each such Member a number of Class A Common Units of the Company (the "Class A Units") equal to the number of shares of TD Group Common Stock contributed by such Member to the Company in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I.
CONTRIBUTION AND EXCHANGE**

Section 1.1. Contributions of TD Group Common Stock. On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions hereof, including, without limitation, the satisfaction of the conditions set forth in Article VI of this Agreement, on the Closing Date, and in exchange for the consideration provided in Section 1.2 hereof, each Member hereby agrees to contribute, transfer, assign and convey to the Company all right, title and interest in and to all of the TD Group Common Stock

owned by such Member as of the Measurement Time, together with any and all rights, privileges, benefits and obligations appertaining thereto, reserving unto such Member no rights or interests therein whatsoever, to have and to hold the same unto the Company and its successors and assigns, from and after the Closing Date to its own proper use forever; provided, however, that, if as of the Measurement Time, the aggregate number of shares of TD Group Common Stock owned by such Member is equal to or less than the product of (i) 0.10 and (ii) such Member's Initial Holdings (as hereinafter defined), such Member shall not be required to contribute any shares of TD Group Common Stock to the Company. For the purposes of this Agreement, each Member's "Initial Holdings" shall mean the number of shares of TD Group Common Stock set forth opposite such Member's name on Schedule I hereto, after giving effect to the stock split that TD Group intends to effect prior to the closing of the Initial Public Offering. Any and all TD Group Common Stock contributed to the Company on the Closing Date as provided in this Section 1.1 shall be contributed to the Company free and clear of all Liens other than Liens arising pursuant to applicable federal and state securities laws.

Section 1.2. Acceptance of Contributions; Exchanges. On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions hereof, including, without limitation, the satisfaction of the conditions set forth in Article VI of this Agreement, on the Closing Date, the Company hereby agrees to accept the contributions of the TD Group Common Stock from each Member as contemplated by Section 1.1 hereof and, in exchange thereof, the Company hereby agrees that it shall issue to each Member that makes a contribution of TD Group Common Stock to the Company as herein provided, a number of Class A Units equal to the number of shares of TD Group Common Stock so contributed to the Company by such Member on the Closing Date.

Section 1.3. Transfers of TD Group Common Stock Prior Closing Date. Each Member hereby acknowledges and agrees that from and after the date hereof through and including the Closing Date, such Member and all TD Group Common Stock owned or hereafter acquired by such Member shall continue to be subject to the terms and conditions set forth in the Stockholders' Agreement and the Registration Rights Agreement, and in the event the transactions contemplated hereby are not consummated for any reason whatsoever, such agreements shall remain in full force and effect.

**ARTICLE II.
CLOSING**

The closing of the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York, 10019, on the closing date of the Initial Public Offering, it being understood and agreed that the Closing shall occur as close to (but in any event subsequent to) the closing of the Initial Public Offering as is reasonably practicable. The date on which the Closing occurs is referred to herein as the "Closing Date." At the Closing, (a) each Member that holds any shares of TD Group Common Stock shall deliver, or cause to be delivered, to the Company the stock certificates representing such TD Group Common Stock, duly endorsed or accompanied by a duly executed stock power,

Member the number of Class A Units that are issuable to such Member in accordance with the terms and conditions set forth herein.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to each Member as follows:

Section 3.1. Organization; Organizational Structure. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 3.2. Limited Operations. The Company has recently been formed to acquire, invest in, hold, market and dispose of shares of TD Group Common Stock; the Company has not conducted any business other than certain start-up activities and certain business activities conducted by it in connection with the transactions contemplated hereby and the transactions contemplated by the Initial Public Offering.

Section 3.3. Corporate Proceedings; Enforceability. The Managing Member of the Company has authorized the execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby and no other action on the part of the Company is necessary to authorize such execution and delivery by the Company or the consummation by the Company of the transactions contemplated hereby. Upon such execution and delivery by the Company (and assuming that this Agreement is duly executed and delivered by each of the other parties hereto), this Agreement shall constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally (whether in a proceeding in law or in equity).

Section 3.4. Valid Issuance. The Class A Units to be issued by the Company pursuant to the terms of this Agreement, when issued in accordance with the terms and conditions set forth in this Agreement will be validly issued, fully paid and nonassessable membership interests in the Company.

Section 3.5. Consents and Approvals; Conflicts. Except with respect to filings required to be made under applicable state and federal securities laws, the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not require any consent, approval or authorization of, or filing, registration or qualification with, any governmental entity or any other Person on the part of the Company or the vote, consent or approval in any manner of the holders of any security of the Company as a condition to the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby. The execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby will not violate (a) the terms and conditions of the Company's certificate of formation or the TD Operating Agreement, or (b) subject to the accuracy of the

representations and warranties of the Members contained in Article IV hereof, any federal or state law applicable to the Company.

Section 3.6. Private Offering. Neither the Company nor anyone acting on its behalf has offered, or shall offer, the Class A Units for issue or sale to, or solicited any offer to acquire any of the same from, anyone so as to bring the issuance and sale of the Class A Units within the provisions of Section 5 of the Securities Act. Based in part upon the representations of the other parties hereto that are set forth herein, the offer, issuance and sale of the Class A Units as contemplated by this Agreement is and will be exempt from the registration and prospectus delivery requirements of the Securities Act, and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

Each Member, severally and not jointly, represents and warrants to the Company as follows:

Section 4.1. Title to TD Group Common Stock. Such Member is the record and beneficial owner (or the custodian thereof) of all of the shares of TD Group Common Stock that are set forth opposite such Member's name on Schedule I hereto (except, at the Closing, for any such shares which are sold by such Member in the Initial Public Offering), and such Member has good and valid title to such shares free and clear of all Liens other than Liens arising under (a) applicable federal and state securities laws and (b) the Stockholders' Agreement.

Section 4.2. Proceedings; Enforceability. The general partner, board of managers or any comparable governing body of such Member has authorized the execution and delivery by such Member of this Agreement and the consummation by such Members of the transactions contemplated hereby and no other action on the part of such Member is necessary to authorize such execution and delivery by such Member or the consummation by such Member of the transactions contemplated hereby. Upon such execution and delivery by such Member (and assuming that this Agreement is duly executed and delivered by each of the other parties hereto), this Agreement shall constitute a valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally (whether in a proceeding in law or in equity).

Section 4.3. Consents and Approvals; Conflicts. Except with respect to filings required to be made under applicable state and federal securities laws, the execution and delivery of this Agreement by such Member and the consummation by such Member of the transactions contemplated hereby do not require any consent, approval or authorization of, or filing, registration or qualification with, any governmental authority or any other Person on

delivery by such Member of this Agreement and the consummation by such Member of the transactions contemplated hereby will not violate (a) the terms and conditions of such Member's limited liability company operating agreement, limited partnership agreement or any analogous organizational document, (b) any agreement or instrument to which such Member is a party or by which it is bound or (c) any federal or state law applicable to such Member.

Section 4.4. Investment Representations and Warranties.

(a) Such Member acknowledges that the Class A Units to be issued to such Member by the Company pursuant to the terms and conditions set forth in this Agreement will not be registered under the Securities Act, nor registered or qualified under any state securities laws, and that such Class A Units will be issued pursuant to an exemption from such registration and qualification based in part upon such Member's representations and warranties contained herein. Such Member represents and warrants that it is acquiring the Class A Units solely for its own account for investment and not with a view toward the resale, transfer, or other distribution thereof.

(b) Such Member is familiar with the proposed business and operations of the Company and TD Group, and has been given the opportunity to obtain from the Company all information that such Member has requested regarding the Company's and TD Group's business plans and prospects.

(c) Such Member has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Agreement, and is able to bear the economic risk of the investment in the Company (including a complete loss of the value of such investment).

(d) Such Member recognizes that upon the consummation of the transactions contemplated hereby no public market shall exist for the Class A Units issued in accordance with the terms of this Agreement, and none may exist in the future. Such Member acknowledges that it must bear the economic risk of the investment contemplated by this Agreement indefinitely unless such Class A Units, are registered pursuant to the Securities Act, or an exemption from such registration is available, and unless the disposition of such Class A Units is qualified or registered under applicable state securities laws or an exemption from such qualification or registration is available, and that, the Company has no present intention of so registering the Class A Units issued pursuant to the terms of this Agreement. Such Member acknowledges that there is no assurance that any exemption from the Securities Act will be available, or, if available, that such exemption will allow such Member to transfer any or all of the Class A Units in the amounts, or at the times such Member might propose.

(e) Such Member is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act.

ARTICLE V.

INTENTIONALLY OMITTED

ARTICLE VI.

CONDITIONS TO CLOSING

The obligation of each of party to this Agreement to effect the Closing is subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Closing of Initial Public Offering. The Initial Public Offering shall have been consummated.

(b) Representations and Warranties.

(i) In the case of the Members, the representations and warranties made by the Company in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date; and

(ii) In the case of the Company, the representations and warranties made by each Member in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date, provided if the foregoing condition shall not be satisfied with respect to any one Member, the Company shall be required to close the transactions contemplated hereby with respect to each other Member who has satisfied the foregoing condition (provided that the condition set forth in paragraph (a) above has been satisfied).

**ARTICLE VII.
TERMINATION**

This Agreement shall terminate and no longer be of any further force of effect if the Closing shall have not have occurred on or before the date that is ninety (90) days from the date hereof.

**ARTICLE VIII.
MISCELLANEOUS PROVISIONS**

Section 8.1. Terms Defined. As used in this Agreement, the following terms have the respective meaning set forth below:

(a) “Initial Public Offering” shall mean the underwritten initial public offering pursuant to an effective Registration Statement under the Securities Act covering the offer and sale of the TD Group Common Stock to the public generally and as a result of which the shares of TD Group Common Stock shall be designated for trading on the New York Stock Exchange or any other national stock exchange or national quotation system as the Board of Directors of TD Group may determine.

(b) “Lien” shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or other), or any other claim or charge similar in purpose or effect to any of the foregoing.

6

(c) “Person” shall mean an individual, partnership, joint-stock company, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

(d) “Registration Rights Agreement” shall mean that certain Registration Rights Agreement, dated as of July 22, 2003, among the institutional investors whose names and addresses are set forth on Schedule I thereto, the employees of TransDigm Inc. and certain of its subsidiaries whose names and addresses are set forth on Schedule II thereto and TD Group (f/k/a TD Holding Corporation).

(e) “TD Operating Agreement” shall mean that certain Limited Liability Company Agreement of TD Group Holdings, LLC, dated as of the date hereof, by and among the Company, the Managing Member and the other Persons whose names are set forth on Schedule I thereto.

(f) “SEC” shall mean the Securities and Exchange Commission.

(g) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(h) “Stockholders’ Agreement” shall mean that certain Stockholders’ Agreement, dated as of July 22, 2003, by and among TD Group (f/k/a TD Holding Corporation), Warburg Pincus, the other institutional investors whose names and addresses are set forth on Schedule I thereto and the employees of TransDigm Inc. and certain of its subsidiaries whose names and addresses are set forth on Schedule II thereto.

Section 8.2. Amendments. This Agreement may be amended, modified or supplemented with, and only with, the prior written consent of the Company and each Member.

Section 8.3. Assignment; Parties in Interest. Neither this Agreement nor any of the rights, duties or obligations of any party hereunder may be assigned or delegated by any party hereto except with the prior written consent of the Company (in the case of any assignment by a Member) and each of the Members (in the case of an assignment by the Company).

Section 8.4. Entire Agreement. This Agreement and the other Transaction Documents (as defined in the TD Operating Agreement) constitute the entire agreement among the parties hereto with respect to the subject matter hereof, supersede and are in full substitution for any and all prior agreements and understandings among them relating to such subject matter, and no party shall be liable or bound to the other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants or agreements, except as specifically set forth herein or therein.

Section 8.5. Descriptive Headings. The descriptive headings of the several sections (including subsections) of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 8.6. Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by any one or more parties hereto (including by

7

facsimile), and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

Section 8.7. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to contracts made and performed therein, without regard to any conflicts of law principles thereof.

Section 8.8. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. Furthermore, in lieu of any such invalid, illegal or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

Section 8.9. Specific Performance. Without limiting or waiving in any respect any rights or remedies of any party under this Agreement now or hereinafter existing at law or in equity or by statute, each of the parties hereto shall be entitled to seek specific performance of the obligations to be performed by the other in accordance with the provisions of this Agreement.

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

8

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

ALPINVEST PARTNERS CS INVESTMENTS 2003 C.V., duly represented by
AlpInvest Partners 2003 B.V., its general partner, in turn represented by AlpInvest
Partners N.V., its managing director

By: /s/ E.M.J. THYSSEN
Name: E.M.J. Thyssen
Title: Managing Partner

**ALPINVEST PARTNERS LATER STAGE CO-INVESTMENTS
CUSTODIAN II, B.V.**, holding the interest as custodian for AlpInvest
Partners Later Stage Co-Investments Custodian II C.V., as represented by
AlpInvest Partners N.V., its managing member

By: /s/ E.M.J. THYSSEN
Name: E.M.J. Thyssen
Title: Managing Partner

SSB CAPITAL PARTNERS (MASTER FUND) I, LP

By: SSBPIF GP CORP., its General Partner

By: /s/ TOWNSEND WEEKES JR.
Name: Townsend Weekes Jr.
Title: Vice President

CTD INVESTMENTS LLC

By: Citigroup Alternative Investments LLC, its
Manager

By: /s/ TOWNSEND WEEKES JR.
Name: Townsend Weekes Jr.
Title: Authorized Signatory

A.S.F. CO-INVESTMENT PARTNERS II, L.P.

By: PAF 1/03, LLC, as General Partner

By: Old Kings II, LLC, as Managing Member

By: /s/ PAUL R. CROTTY

Name: Paul R. Crotty

Title: Authorized Member

BANC OF AMERICA CAPITAL INVESTORS, L.P.

By: Banc of America Capital Management, L.P.,
its general partner

By: BACM I GP, LLC, its General
Partner

By: /s/ ROBERT L. EDWARDS, JR.

Name: Robert L. Edwards, Jr.

Title: Authorized Signatory

ML TD HOLDINGS, LLC

By: Merrill Lynch Investment Managers, L.P.,
its Manager

By: /s/ ANDREW J. DONOHUE

Name: Andrew J. Donohue

Title: Authorized Signatory

3

**NEW YORK STATE RETIREMENT
CO-INVESTMENT FUND L.P.**

By: PCG NYS Investments LLC, its General Partner

By: Pacific Corporate Group LLC, its Managing Member

By: /s/ STEPHEN MOSELEY

Name: Stephen Moseley

Title: Managing Director

**TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA**

By: /s/ HOLLY HOLTZ

Name: Holly Holtz

Title: Director

/s/ MICHAEL GRAFF

Michael Graff

4

SCHEDULE I

Members

| | |
|--|-----------|
| Warburg Pincus Private Equity VIII, L.P. c/o Warburg Pincus LLC 466 Lexington Avenue New York, NY 10017 Facsimile: (212) 878-9100 Attn: Kewsong Lee David Barr | 180,841 |
| AlpInvest Partners CS Investments 2003 C.V. 630 Fifth Avenue, 28 th Floor New York, NY 10111 | 21,323.95 |
| AlpInvest Partners Later Stage Co-Investments Custodian II, B.V. 630 Fifth Avenue, 28 th Floor New York, NY 10111 | 2,393.02 |
| SSB Capital Partners (Master Fund) I, LP 388 Greenwich St., 32nd Floor, New York, NY 10013 Facsimile No.: (212) 816-0229 Attn: Blair Jacobson | 11,858 |
| CTD Investments LLC 388 Greenwich St., 32nd Floor, New York, NY 10013 Facsimile No.: (212) 816-0229 Attn: Blair Jacobson | 2,965 |
| A.S.F. Co-Investment Partners II, L.P. A.S.F. Co-Investment Partners II, L.P. c/o Portfolio Advisors, LLC 9 Old Kings Highway South Darien, CT 06920 Attention: Hugh Perloff | 14,823 |
| <hr/> <p>* All share numbers are prior to giving effect to the stock split that TD Group will effect in connection with the IPO, and all such numbers shall automatically be deemed adjusted upon the effectiveness of such stock split.</p> <hr/> | |
| Banc of America Capital Investors, L.P. 100 North Tryon Street, 25th Floor Banc of America Capital Investors Charlotte, NC 28255 Facsimile No.: (704) 386-6432 Attention: Robert L. Edwards | 23,717 |
| ML TD Holdings, LLC c/o Merrill Lynch Investment Managers 800 Scudders Mill Road Plainsboro, NJ 08536 Attention: Lynn Baranski | 13,637 |
| New York State Retirement Co-Investment Fund L.P. c/o Pacific Corporate Group LLC 1200 Prospect Street, Suite 200 La Jolla, CA 92037 | 5,929 |
| Teachers Insurance and Annuity Association of America 730 Third Avenue New York, NY 10017-3206 Attention: Holly Holtz and Nancy DeBuccio, Securities Division - Private Equity Funds Facsimile No.: (212) 907-2454 | 8,894 |
| Michael Graff 22 East 95th Street New York, New York 10128 | 178 |

LIMITED LIABILITY COMPANY AGREEMENT**OF****TD GROUP HOLDINGS, LLC,****A DELAWARE LIMITED LIABILITY COMPANY**

THESE MEMBERSHIP UNITS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER ANY FEDERAL OR STATE SECURITIES LAWS. THESE MEMBERSHIP UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1. Formation and Name; Continuation of Company | 1 |
| 2. Business | 2 |
| 3. Principal Place of Business; Registered Office and Agent | 2 |
| 4. Duration; Fiscal Year | 2 |
| 5. Members | 2 |
| 6. Management | 3 |
| 7. Transfers of Class A Units | 4 |
| 8. Certain Filings | 5 |
| 9. Capital Contributions; Issuance of Class A Units | 5 |
| 10. Allocations of Profits and Losses | 5 |
| 11. Distributions | 6 |
| 12. Partnership Classification | 7 |
| 13. Tax Covenants | 8 |
| 14. Withdrawals | 8 |
| 15. Tax Matters Partner | 8 |
| 16. Limited Liability of Members; Indemnification | 8 |
| 17. Liquidation and Dissolution | 9 |
| 18. Winding up Affairs and Distribution of Assets | 9 |
| 19. Issuance of Membership Units | 10 |
| 20. Effectiveness | 10 |
| 21. Definitions | 10 |
| 22. Miscellaneous | 11 |

LIMITED LIABILITY COMPANY AGREEMENT

OF

TD GROUP HOLDINGS, LLC

This Limited Liability Company Agreement (this "Agreement") is entered into as of March 2, 2006, by and among Warburg Pincus Private Equity VIII, L.P. (together with any successor thereto, the "Managing Member"), the other Persons whose names are set forth on the signature pages hereto and such other Persons (other than the Managing Member) listed from time to time on Schedule I hereto (such Persons, the "Non-Managing Members" and, together with the Managing Member, the "Members," and individually each such Person is hereinafter referred to as a "Member"), and TD Group Holdings, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in Section 21 of this Agreement.

W I T N E S S E T H:

WHEREAS, on March 1, 2006, the Company was formed as a limited liability company under the Act by the filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of the State of Delaware on such date;

WHEREAS, pursuant to the terms of, and subject to the conditions set forth in, that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), on the Closing Date, each Member has agreed to contribute to the Company all of the shares of common stock, par value \$0.01 per share (the "TD Group Common Stock"), of TransDigm Group Incorporated, a Delaware Corporation ("TD Group"), owned by it immediately after giving effect to the closing of the Initial Public Offering and, in exchange therefor, on the Closing Date, the Company shall issue to each such Member a number of Class A Common Units of the Company (the "Class A Units") equal to the number of shares of TD Group Common Stock so contributed to the Company by such Member; and

WHEREAS, the Members wish to set forth, among other things, how the business and affairs of the Company shall be managed.

NOW, THEREFORE, the Members hereby agree as follows:

1. **Formation and Name; Continuation of Company.**

(a) **Formation and Name.** The Company was formed as a limited liability company under the Act pursuant to the filing of the Certificate of Formation and the execution and delivery of this Agreement. The name of the limited liability company is "TD Group Holdings, LLC." The business of the Company may be conducted under any other name deemed necessary or desirable by the Managing Member in order to comply with the provisions of applicable law. The Managing Member confirms that Corby J. Baumann is an "authorized person" within the meaning of Section 18-201 of the Act.

(b) **Continuation of Company.** The Members hereby resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and the terms and conditions set forth in this Agreement, it being intended that the rights and liabilities of the Company and the Members shall be as provided in the Act, except as otherwise provided herein.

2. **Business.** The business purpose of the Company shall be to acquire, invest in, hold, market and dispose of shares of TD Group Common Stock and to do all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes.

3. **Principal Place of Business; Registered Office and Agent.** The principal office of the Company shall continue to be located at 466 Lexington Avenue, New York, New York 10017, or such other place as the Managing Member may designate from time to time. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall continue to be The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, or such other registered agent as the Managing Member may designate from time to time.

4. **Duration; Fiscal Year.**

(a) **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act and the terms and provisions of this Agreement. The Managing Member may terminate this Agreement and dissolve the Company at any time in its sole and absolute discretion.

(b) **Tax Fiscal Year.** For tax purposes, the fiscal year of the Company shall begin on January 1 of each year and end on December 31 of that year, or such other period as the Managing Member may determine from time to time.

(c) **Accounting Fiscal Year.** For accounting purposes, the fiscal year of the Company shall begin on January 1 and shall end on December 31, or such other period as the Managing Member may determine from time to time.

5. **Members.**

(a) **Limited Liability.** Except as may be required under the Act, no Member will be personally liable to any third party for any debt, obligation or other liability of the Company, whether that liability or obligation arises in contract, tort or otherwise. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act will not be grounds for imposing personal liability on the Members for liabilities of the Company.

(b) Admission of Additional Members. Except as contemplated by Section 7 hereof, no additional Persons shall be admitted to the Company as Members.

2

(c) Confidentiality.

(i) Nondisclosure or Use of Confidential Information. Except as may be required by law or otherwise permitted pursuant to this Agreement, each Member shall, at all times during the period in which it is a Member and after the complete termination of its interest in the Company as a Member for any reason (including the dissolution and termination of the Company), treat as confidential, in the same manner and with the same degree of care as such Member treats its own confidential information, any information not in the public domain or generally known in the industry, in any form, acquired by the Member in its capacity as a Member, relating to the Members, the Company, TD Group or any subsidiary thereof.

(ii) Injunctive Relief. Without intending to limit the remedies available to the Company, each Member acknowledges that a breach of any of the covenants contained in Section 5(c)(i) hereof may result in material irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach of Section 5(c)(i) hereof, restraining the Member from engaging in activities prohibited by Section 5(c)(i) hereof or such other relief as may be required specifically to enforce any of the covenants in Section 5(c)(i) hereof.

(d) Other Business Ventures. The Members (including the Managing Member) may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether or not similar to or in competition with the business of the Company, TD Group or any subsidiary thereof, and neither the Company nor any of the other Members shall have any right by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom.

6. Management.

(a) Exclusive Authority. Except for actions requiring the approval of the Members as provided by non-waivable provisions of the Act or as otherwise expressly provided herein, (i) the powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed exclusively under the direction of, the Managing Member, and no Member (other than the Managing Member) shall have any right to participate in the management of the Company and (ii) the Managing Member may make any and all decisions and take any and all actions for the Company as it deems necessary or appropriate, in its sole and absolute discretion, to carry out the purposes for which the Company has been formed under this Agreement.

(b) Voting and Disposition Rights. Without limiting the terms set forth in Section 6(a) hereof, the Managing Member shall have sole and exclusive right to cause the Company to (i) vote the shares of TD Group Common Stock owned by it in the manner determined by the Managing Member and (ii) dispose of from time to time all or any portion of

3

the shares of TD Group Common Stock owned by the Company at such price and on such other terms and conditions as the Managing Member may determine in its sole discretion.

7. Transfers of Class A Units.

(a) Transfers Generally. No Member shall Transfer any Class A Units other than in accordance with the provisions of this Agreement, including, without limitation, this Section 7. Any Transfer or purported Transfer made in violation of this Agreement, including this Section 7, shall be null and void and of no effect.

(b) Restriction on Transfer of Class A Units.

(i) Transfers by Non-Managing Members. Prior to the third anniversary of the Closing Date (such date is referred to herein as the "Expiration Date"), neither the Class A Units owned by any Non-Managing Member nor any interest therein nor any rights relating thereto may be Transferred, directly or indirectly, by any Non-Managing Member unless (A) such Transfer is to a Permitted Transferee pursuant to Section 7(c) below or (B) such Transfer is authorized in writing by the Managing Member.

(ii) Transfers by the Managing Member. Prior to the Expiration Date, neither the Class A Units owned by the Managing Member nor any interest therein nor any rights relating thereto may be Transferred, directly or indirectly, by the Managing Member unless (A) such Transfer is to an Affiliate of the Managing Member, in which case, as a condition to the effectiveness of any such Transfer, such Affiliate of the Managing Member shall be required to execute and deliver a written agreement agreeing to be subject to the terms and conditions set forth herein, (B) such Transfer is authorized in writing by all of the Non-Managing Members or (C) each Non-Managing Member is given the opportunity to participate in any such Transfer on a pro rata basis, based on the aggregate number of Class A Units then held by such Non-Managing Member in relation to the aggregate number of Class A Units held by all Members (including the Managing Member) participating in such Transfer, it being understood and agreed that any Non-Managing Member who elects to participate in any such Transfer shall participate therein on the same terms and conditions that apply to the Managing Member.

(c) Permitted Transferees. A Non-Managing Member may Transfer any Class A Units owned by it or any interest therein or any rights relating thereto to a Permitted Transferee; provided, however, that in each such case, the Class A Units so Transferred shall be subject to all provisions of this Agreement as though the transferring Non-Managing Member were still the holder of such Class A Units; provided further, that, as a condition to the effectiveness of any such Transfer, the Permitted Transferee must execute and deliver to the Company a joinder agreement in the form and

8. **Certain Filings.** In the event that the Company, the Managing Member and/or their respective Affiliates is required to file or submit any schedule, notice, report, application or other document pursuant to any applicable law, including, without limitation, the Exchange Act, upon the request of the Managing Member, each Member shall furnish in a timely manner all information concerning such Member and its Affiliates that the Managing Member may reasonably request and that is necessary for the Company, the Managing Member and/or their respective Affiliates to make any such required filings or submissions in an accurate and timely manner, in each case in accordance with applicable law.

9. **Capital Contributions; Issuance of Class A Units.**

(a) On the Closing Date, and in accordance with the terms of the Contribution Agreement, each Member shall contribute to the Company all of the shares of TD Group Common Stock owned by such Member immediately after giving effect to the closing of the Initial Public Offering, it being understood and agreed that if any Person that has agreed to become a Member hereunder shall (i) sell all of such Person's shares of TD Group Common Stock in the Initial Public Offering or (ii) otherwise not be required to contribute its shares of TD Group Common Stock to the Company in accordance with the terms set forth in Section 1.1 of the Contribution Agreement, such Person, notwithstanding its execution and delivery of this Agreement and the Contribution Agreement, shall not become a Member hereunder and shall not be issued any Class A Units or otherwise have any rights or obligations with respect thereto and, with respect to such Member only, this Agreement and the Contribution Agreement shall be deemed to have terminated. Upon the contributions by the Members as herein provided, the Managing Member shall cause the number of Class A Units issued to each such Member (determined as provided in Section 9(b) below) to be set forth opposite such Member's name on Schedule I attached hereto. Each Member's number of Class A Units that will be set forth opposite such Member's name on Schedule I attached hereto as herein provided shall be amended from time to time to reflect the cancellation of Class A Units by the Company in accordance with this Agreement or any other event that requires any such amendment. Except with respect to the initial capital contributions contemplated hereby and by the Contribution Agreement, no Member shall have any obligation of any kind to make any other capital contribution (whether in cash, stock or otherwise) to the Company.

(b) On the Closing Date, the Company shall issue to each Member a number of Class A Units equal to the number of shares of TD Group Common Stock contributed by such Member to the Company as herein provided and as provided in the Contribution Agreement.

10. **Allocations of Profits and Losses.**

(a) Except as otherwise provided in Section 10(b), all profits and losses of the Company shall be allocated to the Members in proportion to their respective Class A Units.

(b) When the Book Value of a Company asset differs from its basis for federal or other income tax purposes, solely for purposes of the relevant tax (and not for purposes of computing capital account balances) income, gain, loss, deduction and credit shall be

allocated among the Members under the traditional method under Treasury Regulation Section 1.704-3(b).

11. **Distributions.**

(a) Subject to the terms of Sections 11(b) and 11(c) hereof, any and all distributions made by the Company hereunder shall be made to the Members in proportion to their respective Class A Units; provided, however, that the Company shall be permitted (in addition to its rights under Sections 11(b) and 11(c) hereof) to make one or more distributions of shares of TD Group Common Stock that are not in proportion to the respective Class A Units of the Members so long as the aggregate number of shares of TD Group Common Stock that are so distributed by the Company pursuant to this proviso does not exceed the product obtained by multiplying (i) the aggregate number of shares of TD Group Common Stock contributed to the Company by all Non-Managing Members on the Closing Date by (ii) 0.4, it being understood and agreed that (x) this proviso shall not permit the Company to make a distribution to the Managing Member unless such distribution is part of a pro rata distribution to all of the Members as herein provided and (y) in no event will any Member receive a distribution of cash, TD Group Common Stock or other property of the Company that is greater than its proportionate interest in the Company. Without limiting the foregoing, (A) at any time and from time to time, the Company may, at the election of the Managing Member in its sole discretion, make a pro rata distribution to the Members of all or a portion of the shares of TD Group Common Stock held by the Company on such date and (B) to the extent that any cash proceeds are received by the Company from the sale or other disposition of any or all of the shares of TD Group Common Stock owned by the Company, the Company shall distribute such cash proceeds net of (x) any expenses incurred by the Company (or the Managing Member on the Company's behalf) in connection with any such sale or other disposition of such shares and (y) if determined to be necessary by the Managing Member, a reserve therefrom as reasonably determined by the Managing Member, as soon as reasonably practicable after the receipt thereof (and, in any event, within five (5) business days of the receipt thereof). If applicable following any non-pro rata distribution pursuant to this Section 11(a), the Managing Member shall amend Schedule I such that the number of Class A Units owned by any Member receiving any such non pro rata distribution is reduced to give effect thereto.

(b) Notwithstanding the terms set forth in Section 11(a) hereof, and subject to the terms of this Section 11(b), the Company shall be permitted to make a non-pro rata distribution of shares of TD Group Common Stock upon the occurrence of a Member Dissolution (as herein defined). In the event that any Member is required to be liquidated or dissolved pursuant to the terms of such Member's organizational documents (a "Member Dissolution"), such Member shall give at least twenty (20) days' prior written notice to the Managing Member, which written notice shall (i) advise the Managing Member of the date of the contemplated Member Dissolution and certify that the Member Dissolution is required pursuant to the terms of such Member's organizational documents, (ii) request the Managing Member to arrange, on behalf of the Company, for the distribution to such Member of a number of shares of TD Group Common Stock equal to the product obtained by multiplying (x) the number of shares of TD Group Common Stock owned by the Company as of the date of the distribution by the Company by (y) a fraction, the numerator of which is the aggregate number of Class A Units owned by the Member who is effecting a Member Dissolution, and the denominator of which is

the aggregate number of Class A Units owned by all Members (including such Member that is effecting the Member Dissolution), in each case as of the date of the distribution by the Company, (iii) include an acknowledgement that, effective upon receipt of the shares of TD Group Common Stock as contemplated by clause (ii) immediately above, such Member's Class A Units will be automatically cancelled and, effective upon such cancellation, such Member will have no further rights under this Agreement with respect to Class A Units or otherwise, and (iv) include the name and contact information of the person the Managing Member should contact to coordinate the distribution in connection with the Member Dissolution. Promptly following receipt of written notice of the Member Dissolution, the Managing Member shall use its commercially reasonable efforts to arrange for the distribution to the applicable Member of a number of shares of TD Group Common Stock as determined in accordance with clause (ii) of the immediately preceding sentence. The Member affecting a Member Dissolution pursuant to this Section 11(b) shall promptly execute, with acknowledgment or affidavit if required, all documents and writings reasonably necessary to effect a distribution in connection with a Member Dissolution, as determined by the Managing Member. Following any distribution pursuant to this Section 11(b), the Managing Member shall amend Schedule I to reflect the fact that the Member affecting a Member Dissolution shall no longer own or have any right or interest in Class A Units hereunder.

(c) Notwithstanding the terms set forth in Section 11(a) hereof, in the event the underwriters for the Initial Public Offering exercise their over-allotment option and, as a result of such exercise, the Managing Member is obligated to sell shares of TD Group Common Stock to the underwriters pursuant to the terms of the underwriting agreement executed in connection with such Initial Public Offering, the Company shall be permitted to (and the Managing Member shall have the right to cause the Company to) distribute to the Managing Member a number of shares of TD Group Common Stock attributable to the Managing Member's Class A Units necessary to satisfy the exercise of the over-allotment option, and the Company shall not be required to effect a distribution to any other Member in connection therewith. Following any distribution pursuant to this Section 11(c), the Managing Member shall amend Schedule I such that the number of Class A Units owned by the Managing Member, after giving effect to such distribution, is reduced by a number of Class A Units equal to the number of shares of TD Group Common Stock distributed to the Managing Member pursuant to the terms of this Section 11(c).

(d) The Company is hereby authorized to withhold from distributions, and to make payments on behalf of a Member, in its capacity as such, all amounts that the Company is required by law to withhold or pay on behalf of such Member (including for the purposes of federal and state income tax withholding, state personal property taxes and state unincorporated business taxes). All amounts withheld by the Company from distributions or paid by the Company on behalf of a Member pursuant to the foregoing sentence shall be deemed to have been distributed to the Member otherwise entitled to receive the amount so withheld or on whose behalf the amount was paid.

12. **Partnership Classification.** It is the intention of the parties hereto that the Company be treated as a partnership for federal, state and local income tax purposes. The Company shall not elect to be treated as a corporation under Treasury Regulations 301.7701-3(c) (or any corresponding applicable provisions of state or local law). The Members hereby agree

that the provisions of this Agreement shall be applied and construed in a manner to give full effect to such intent.

13. **Tax Covenants.**

(a) **Conduct of Affairs for Tax Purposes.** The Company shall conduct its affairs in a manner that does not cause any Member (or any direct or indirect partner or member thereof) (i) that is exempt from taxation pursuant to Section 501 of the Code, to have any "unrelated business taxable income" (within the meaning of Section 512 of the Code) or gross income attributable to a "trade or business" (within the meaning of Sections 512 and 513 of the Code) as a result of such Member's direct or indirect interest in the Company, or (ii) that is not a U.S. person for federal income tax purposes to be deemed engaged in a "trade or business" for purposes of Section 871, 872(a), 875, 882 or 884(d) of the Code by virtue of the activities of the Company.

(b) **Limitation on Investments and Indebtedness.** The Company shall not (i) invest in any entity that is (or would be after such investment) classified as a partnership or other pass-through vehicle for federal income tax purposes or (ii) incur indebtedness in connection with the acquisition of any investment.

14. **Withdrawals.** Except for Transfers permitted pursuant to Section 7 or as contemplated by Section 9(a) or Section 11 hereof, no Member may withdraw from the Company without the prior written consent of the Managing Member, which consent may be granted or withheld in the Managing Member's sole and absolute discretion.

15. **Tax Matters Partner.** The Managing Member will be the "tax matters partner" as defined in § 6231(a)(7) of the Code, and will have all the authority granted by the Code to the tax matters partner. The Managing Member may from time to time appoint any other Member to be the tax matters partner on behalf of the Company.

16. **Limited Liability of Members; Indemnification.**

(a) **Limited Liability of Members; Indemnification.** The Members (including the Managing Member) shall not have any liability to the Company, any other Members or any third party for the obligations or liabilities of the Company, except to the extent required by the Act. The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Member (including the Managing Member) against any and all losses, claims, damages, liabilities or expenses incurred by it or them in connection with any investigation, action, suit or proceeding to which it or they may be made a party or otherwise involved or with which such Member shall be threatened by reason of its or their being a Member or the Managing Member or while acting as a Member or the Managing Member on behalf of the Company or in its interest, except for losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determines, in a final and non-appealable order, resulted from the knowing breach by any such Person of the terms and conditions of this Agreement or from the actual fraud, willful misconduct or gross negligence of such Person.

(b) **Limited Liability of the Managing Member.** The Managing Member will not be liable to the Company or to any other Member, and the Company and each

Member hereby agrees not to pursue any claims against the Managing Member for any losses, claims, damages, liabilities or expenses arising out of or resulting from any act or omission of the Managing Member or any other claim based upon errors of judgment or other fault of the Managing Member in connection with the business or affairs of the Company (including, without limitation, any losses, claims, damages, liabilities or expenses arising out of (i) any act or omission in connection with the termination of the Company or the winding up of its affairs or any distribution of its assets in connection therewith or (ii) any determination by the Managing Member to sell or refrain from selling shares of TD Group Common Stock held by the Company), except for losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determines, in a final and non-appealable order, resulted from the knowing breach by the Managing Member of the terms and conditions of this Agreement or from the actual fraud, willful misconduct or gross negligence of the Managing Member.

17. **Liquidation and Dissolution.** The Company shall be dissolved and its affairs wound up upon the first to occur of the following:
- (a) **Dissolution by Managing Member.** The time determined by the Managing Member, in its sole and absolute discretion; or
 - (b) **Judicial Dissolution.** The entry of a decree of judicial dissolution under Section 18-802 of the Act; or
 - (c) **Expiration Date.** The first business day immediately following the Expiration Date.

18. **Winding up Affairs and Distribution of Assets.**

(a) **Liquidating Member.** Upon a winding up of the Company, the Managing Member shall be the liquidating Member (the "Liquidating Member") and shall proceed to wind-up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidating Member shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods, which the Liquidating Member may elect in its sole and absolute discretion (subject to the following proviso): (i) selling the Company's assets and distributing the net proceeds therefrom (after the payment of Company liabilities and subject to Section 18(b) below) to each Member in proportion to their respective Class A Units; or (ii) distributing the Company assets to the Members in-kind in proportion to their respective Class A Units (after adequate provision for all liabilities and expenses shall have been made); provided, however, that in connection with a dissolution of the Company upon the Expiration Date, the Liquidating Member shall be required to utilize clause (ii) immediately above.

(b) **Priority.** If the Company shall employ method (i) as set forth in Section 18(a) in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, a reasonable reserve shall be set up to provide for any

contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the sole discretion of the Liquidating Member, by an escrow agent selected by the Liquidating Member, it being agreed that such escrow agent may be the Liquidating Member or an Affiliate thereof) and at the expiration of such period as the Liquidating Member may deem advisable, the balance remaining in such reserve shall be distributed as provided herein; (iv) fourth, to debts of the Company to the Members; and (v) fifth, to the Members in proportion to their respective Class A Units.

19. **Issuance of Membership Units.** Without the consent of all of the Members, the Company shall not authorize the issuance of, or otherwise issue, any additional Membership Units (other than the issuances on the Closing Date expressly contemplated by 9(a) hereof).

20. **Effectiveness.** This Agreement shall become effective upon the Closing Date; provided, however, if the Closing Date shall not have occurred on or before the date that is ninety (90) days from the date hereof, this Agreement shall terminate and shall no longer be of any further force or effect.

21. **Definitions.**

"Act" means the Delaware Limited Liability Company Act, tit. 6, Section 18-101, et seq., as it may be amended from time to time.

"Affiliate" means, with respect to any specified Person, any Person, directly or indirectly controlling, controlled by or under common control with such specified Person.

"Book Value" of any Company asset means its adjusted basis for federal income tax purposes, except that (a) the initial Book Value of any assets contributed by a Member to the Company shall be the gross fair market value of such assets at the time of such contribution and (b) the Book Values of all of the Company's assets may be adjusted by the Company to equal their respective gross fair market values, as determined by the Managing Member, as of the following times: (i) the admission of a new Member to the Company or the acquisition by an existing Member of an additional interest in the Company from the Company; (ii) the distribution by the Company of money or property to a retiring or continuing Member in consideration for the retirement of all or a portion of such Member's interest in the Company; (iii) the termination of the Company as a partnership for Federal income tax purposes pursuant to section 708(b)(1)(B) of the Code; and (iv) such other times as determined by the Managing Member.

"Closing Date" means the date that is the closing date for the Initial Public Offering.

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law), and the rules and regulations promulgated thereunder.

"Exchange Act" means the Securities Exchange Act of 1934, as amended (or any successor act), and the rules and regulations promulgated thereunder.

“Initial Public Offering” means an underwritten public offering for shares of TD Group Common Stock pursuant to an effective registration statement under the Securities Act.

“Membership Units” means Class A Units or any other membership interests in the Company.

“Person” means an individual, corporation, partnership (whether general or limited), joint-stock company corporation, limited liability company, trust, estate, association, custodian, nominee or unincorporated organization, and a government or agency or subdivision thereof.

“Permitted Transferee” means, (a) with respect to any Non-Managing Member that is not a natural person, any Affiliate of such Non-Managing Member, and (b) with respect to any Non-Managing Member that is a natural person, (i) a trust whose beneficiaries are such Non-Managing Member, his spouse, his parents, members of his immediate family or his lineal descendants (collectively, “Permitted Family Members”), (ii) a corporation the stockholders of which are only such Non-Managing Member or Permitted Family Members, (iii) a partnership the partners of which are only such Non-Managing Member or Permitted Family Members or (iv) in case of the death of any such Non-Managing Member, by will or by the laws of intestate succession, his executors, administrators, testamentary trustees, legatees or beneficiaries.

“Securities Act” means the Securities Act of 1933, as amended (or any successor act), and the rules and regulations promulgated thereunder.

“Transaction Documents” means this Agreement, the Contribution Agreement and the powers of attorney, custody agreements and letter agreements, each entered into by and between the applicable Member and the Managing Member or TD Group, as applicable, in connection with the execution and delivery of this Agreement and the consummation of the Initial Public Offering, and the Managing Member hereby represents that the terms and conditions set forth in each such power of attorney, custody agreement and letter agreement are substantially identical, with the exception that the relevant threshold (and the calculation thereof) at which certain Members have agreed to sell their shares of TD Group Common Stock in connection with the Initial Public Offering differs.

“Transfer” means a voluntary or involuntary sale, exchange, transfer, assignment, pledge, hypothecation, encumbrance or other disposition.

22. Miscellaneous.

(a) Notification of Certain Sales. In the event that any shares of TD Group Common Stock are distributed to any Member hereunder, whether upon the Expiration Date or otherwise, and, thereafter, such shares of TD Group Common Stock are sold or otherwise disposed of by such Member, including, if applicable to such Member, in connection with a distribution of such shares of TD Group Common Stock to such Member’s partners or members, then promptly (and in any event, within five (5) business days following the consummation of such sale or other disposition), such Member shall provide written notice thereof to the Managing Member, which written notice shall set forth the effective date of such sale or other disposition and, as applicable, the aggregate and per share consideration received by

such Member in connection with any such sale or other disposition or, in the case of a distribution by a Member to its partners or members, the aggregate and per share consideration that such Member records as having been received by it for internal fund accounting purposes in connection with any such distribution.

(b) Other Agreements; Agreements with the Managing Member. Except for the Transaction Documents or as otherwise disclosed in the Registration Statement on Form S-1 of TD Group, neither the Company, the Managing Member nor any Affiliate thereof has entered into any other agreement with any Member party hereto or any Affiliate thereof in respect of the subject hereof or otherwise relating to TD Group. Except as expressly contemplated by this Agreement, the Company hereby acknowledges and agrees that without the prior written consent of the Non-Managing Member or Non-Managing Members holding a majority of the outstanding Class A Units held by all Non-Managing Members, in each case as of any relevant date of determination, the Company shall not enter into any transaction with the Managing Member or any Affiliate thereof, except on an arms’ length basis on terms and conditions that are substantially consistent with the terms and conditions that the Company would receive in any such transaction from a non-affiliated third party.

(c) Books and Records. In accordance with Section 18-305(g) of the Act, without the consent of the Managing Member, which consent may withheld by the Managing Member for any reason whatsoever and in its sole discretion, no Member (other than the Managing Member) shall have the right to obtain from the Company any of the information contemplated by Section 18-305 of the Act.

(d) Amendments and Waivers. This Agreement may be amended, modified or supplemented, and the enforcement of any provision hereof may be waived, with, and only with, the prior written consent of the Company, the Managing Member and the Non-Managing Member or Non-Managing Members who hold a majority of the Class A Units held by all of the Non-Managing Members as of any relevant date of determination; provided, however, that if any amendment, modification, supplement or waiver would materially and adversely affect the rights or duties of one or more Members, in a way that is materially different from its effect on such rights or duties of the other Members (each such Member that is affected in such a materially different manner, an “Adversely Affected Member” and, all such Members, the “Adversely Affected Members”), such amendment, modification, supplement or waiver shall not be effective as to any Adversely Affected Member unless consented to in writing by the Adversely Affected Member or Adversely Affected Members who hold a majority of the Class A Units held by all Adversely Affected Members as of any relevant date of determination; provided, further however, that the terms set forth in Sections 7(b)(ii)(B), 7(b)(ii)(C), 11(a), 12, 17(c), 19, the definition of “Expiration Date” and the terms of this proviso may be amended, modified, supplemented or waived with, and only with, the prior written consent of the Company and each Member. If any amendment, modification, supplement or waiver is adopted and approved as herein provided, such amendment, modification, supplement or waiver shall be effective with respect to all Members hereunder, whether or not such Member shall have agreed to such amendment, modification, supplement or waiver, and the Company shall promptly notify all other Members who have not so agreed of the material terms of such amendment, modification, supplement or waiver and the effective date thereof. Notwithstanding the foregoing, in no event shall the consent of any Member (other than the Managing Member) be

required to amend Schedule I hereto to reflect changes in the Members' respective Class A Units pursuant to the terms hereof.

(e) Certificates. Class A Units will not be evidenced by certificates.

(f) Severability. If any covenant, condition, term or provision of this Agreement or if the application of such provision to any Person or circumstance is judicially determined to be invalid or unenforceable, then the remainder of this Agreement, or the application of such covenants, condition, term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each covenant, term, condition and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(g) Notices. Any notice hereunder shall be in writing and shall be deemed effectively given and received upon (i) personal delivery, when sent by facsimile, electronic mail or similar electronic means, (ii) three (3) business days after mailing by registered or certified mail, return receipt requested, or (iii) twenty-four (24) hours after sending by overnight courier, in each such case when delivered as set forth above to the address, telecopy number or electronic mail address maintained by the Company for such Person; provided, that any notice sent by facsimile, electronic mail or similar electronic means shall be promptly followed by a copy of such notice sent by mail or overnight courier in the manner described herein (a "Follow-Up Notice"); but provided, further, that any failure to send such Follow-Up Notice shall not render ineffective any notice given hereunder if the Person to which such notice is provided actually receives such notice or acknowledges receipt of such notice, whether orally, in writing, by return receipt, by taking action based on such notice, or otherwise.

(h) Covenant to Sign Documents. Each Member will execute, with acknowledgment or affidavit if required, all documents and writings reasonably necessary or appropriate in the creation of the Company and the achievement of its purpose.

(i) Cumulative Remedies. The remedies of the Company and the Members under this Agreement are cumulative and will not exclude any other remedies to which the Company or any Member may be lawfully entitled.

(j) No Waiver. The Company's or a Member's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, will not constitute a waiver of the breach or the remedy.

(k) Group Ownership of Class A Units. A Member's Class A Units may be held jointly by unrelated Persons as joint tenants or tenants in common, as shown on the signature page for this Agreement or in the Company's books and records. In any multiple ownership case, the Member's Class A Units will be considered to be held by the Persons collectively as one Member, and the Company will be entitled to consider any notice, vote, check, or similar document signed by any one of the Persons in the ownership group to bind all Persons in the group.

(l) Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

13

(m) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(n) Entire Agreement. This Agreement, the Contribution Agreement and the other Transaction Documents represent the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties hereto with respect to such subject matters. Each Member hereby acknowledges and agrees that neither the Company, the Managing Member nor any other Member is making or has made any representations, warranties, covenants, promises or undertakings in connection with the transactions contemplated hereby and in the other Transaction Documents, except as set forth in this Agreement and in such other Transaction Documents.

(o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW]

14

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR

Name: David Barr

Title: Partner

15

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P.,
its
Managing Member

By: Warburg Pincus Partners LLC, its General
Partner

By: Warburg Pincus & Co., its
Managing Member

By: /s/ DAVID BARR

Name: David Barr

Title: Partner

**ALPINVEST PARTNERS CS INVESTMENTS 2003
C.V.**, duly represented by AlpInvest Partners 2003 B.V., its
general partner, in turn represented by AlpInvest Partners
N.V., its managing director

By: /s/ E.M.J. THYSSEN

Name: E.M.J. Thyssen

Title: Managing Partner

**ALPINVEST PARTNERS LATER STAGE CO-
INVESTMENTS CUSTODIAN II, B.V.**, holding the
interest as custodian for AlpInvest Partners Later Stage Co-
Investments Custodian II C.V., as represented by AlpInvest
Partners N.V.

By: /s/ E.M.J. THYSSEN

Name: E.M.J. Thyssen

Title: Managing Partner

16

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR

Name: David Barr
Title: Partner

SSB CAPITAL PARTNERS (MASTER FUND) I, LP

By: SSBPIF GP CORP., its General Partner

By: /s/ TOWNSEND WEEKES, JR.
Name: Townsend Weekes, Jr.
Title: Vice President

CTD INVESTMENTS LLC

By: Citigroup Alternative Investments LLC, its
Manager

By: /s/ TOWNSEND WEEKES, JR.
Name: Townsend Weekes, Jr.
Title: Authorized Signatory

17

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

A.S.F. CO-INVESTMENT PARTNERS II, L.P.

By: PAF 1/03, LLC, as General Partner

By: Old Kings II, LLC, as Managing Member

By: /s/ Paul R. Crotty
Name: Paul R. Crotty
Title: Authorized Member

18

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners
LLC, its General Partner

By: Warburg Pincus &
Co., its Managing
Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

BANC OF AMERICA CAPITAL INVESTORS, L.P.

By: Banc of America Capital Management, L.P.,
its general partner

By: BACM I GP, LLC, its General Partner

By: /s/ ROBERT L. EDWARDS, JR.
Name: Robert L. Edwards, Jr.
Title: Authorized Signatory

19

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General
Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ DAVID BARR
Name: DAVID BARR
Title: Partner

ML TD HOLDINGS, LLC

By: Merrill Lynch Investment Managers, L.P.,
its Manager

By: /s/ ANDREW DONOHUE
Name: Andrew Donohue
Title: Authorized Signatory

20

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ DAVID BARR
Name: David Barr
Title: Partner

NEW YORK STATE RETIREMENT

CO-INVESTMENT FUND L.P.

By: PCG NYS Investments LLC, its General Partner

By: Pacific Corporate Group LLC, its Managing Member

By: /s/ STEPHEN MOSELEY

Name: Stephen Moseley

Title: Managing Director

21

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR

Name: David Barr

Title: Partner

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By: /s/ HOLLY HOLTZ

Name: Holly Holtz

Title: Director

22

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the date first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ DAVID BARR

Name: David Barr

Title: Partner

/s/ MICHAEL GRAFF

Michael Graff

23

SCHEDULE I

Members

Name and Address of Member

Class A Units

| | |
|--|------------|
| Warburg Pincus Private Equity VIII, L.P. | 26,232,219 |
| c/o Warburg Pincus LLC 466 Lexington Avenue New York, NY 10017 Facsimile: (212) 878-9100 Attn: Kewsong Lee David Barr | |

| | |
|---|-----------|
| AlpInvest Partners CS Investments 2003 C.V. | 1,595,033 |
| AlpInvest Partners Later Stage Co-Investments Custodian II, B.V. | 178,998 |
| 630 Fifth Avenue, 28 th Floor New York, NY 10111 | |

| | |
|---|-----------|
| A.S.F. Co-Investment Partners II, L.P. | 2,217,520 |
| A.S.F. Co-Investment Partners II, L.P. c/o Portfolio Advisors, LLC 9 Old Kings Highway South Darien, CT 06920 Attention: Hugh Perloff | |

24

| | |
|---|---------|
| ML TD Holdings, LLC | 510,024 |
| c/o Merrill Lynch Investment Managers 800 Scudders Mill Road Plainsboro, NJ 08536 Attention: Lynn Baranski | |

| | |
|--|---------|
| Teachers Insurance and Annuity Association of America | 332,635 |
| 730 Third Avenue New York, NY 10017-3206 Attention: Holly Holtz and Nancy DeBuccio, Securities Division - Private Equity Funds Facsimile No.: (212) 907-2454 | |

| | |
|---|--------|
| Michael Graff | 26,628 |
| 22 East 95th Street New York, New York 10128 | |

| | |
|---------------|-------------------|
| Total: | 31,093,057 |
|---------------|-------------------|

25

March , 2006

TRANSDIGM GROUP INCORPORATED
1301 East 9th Street, Suite 3710
Cleveland, Ohio 44114

CREDIT SUISSE SECURITIES (USA) LLC
11 Madison Avenue
New York, NY 10010-3629

LEHMAN BROTHERS INC.
745 Seventh Avenue
New York, NY 10019

BANC OF AMERICA SECURITIES, LLC
9 West 57th Street
New York, NY 10019

UBS SECURITIES LLC
299 Park Avenue
New York, NY 10171

GOLDMAN, SACHS & CO.
85 Broad Street
New York, NY 10004

Dear Sirs:

As an inducement to the Underwriters to execute the Underwriting Agreement, pursuant to which an offering will be made that is intended to result in the establishment of a public market for the common stock (the "**Securities**") of TransDigm Group Incorporated, and any successor (by merger or otherwise) thereto, (the "**Company**"), the undersigned hereby agrees, subject to the terms of the fourth paragraph of this Lock-Up Agreement, that during the period specified in the following paragraph (the "**Lock-Up Period**"), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Securities or securities convertible into or exchangeable or exercisable for any shares of Securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such aforementioned transaction is to be settled by delivery of the Securities or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC ("**Credit Suisse**"). In addition, the undersigned agrees that, without the prior written consent of Credit Suisse, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue and include the date 180 days after the date of the Prospectus (as defined in the Underwriting Agreement) or such earlier date that Credit Suisse consents in writing; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or material news or a material event relating to the Company occurs or (2) prior to the expiration of the initial Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the occurrence of the material news or material event, as applicable, unless Credit Suisse waives, in writing, such extension.

The undersigned hereby acknowledges and agrees that written notice of any extension of the initial Lock-Up Period pursuant to the previous paragraph will be delivered by Credit Suisse to the Company (in accordance with Section 11 of the Underwriting Agreement) and that any such notice properly delivered will be deemed to have given to, and received by, the undersigned. The undersigned further agrees that, prior to engaging in any transaction or taking any other action, in each case that is subject to the terms of this Lock-Up Agreement during the period from the date of this Lock-Up Agreement to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the initial Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

Any Securities received upon exercise of options granted to the undersigned will also be subject to this Lock-Up Agreement. Any Securities acquired by the undersigned in the open market will not be subject to this Lock-Up Agreement. A transfer of Securities to a family member or trust may be made, provided the transferee agrees to be bound in writing by the terms of this Lock-Up Agreement prior to such transfer and such transfer shall not involve a disposition for value.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Lock-Up Agreement

This Lock-Up Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Lock-Up Agreement shall lapse and become null and void if the initial public offering shall not have occurred on or before December 31, 2006 or, if earlier, the date on which the Company notifies you in writing that it does not intend to proceed with the proposed initial public offering.

Very truly yours,

Name:

2

March 14, 2006

TRANSDIGM GROUP INCORPORATED
1301 East 9th Street, Suite 3710
Cleveland, Ohio 44114

CREDIT SUISSE SECURITIES (USA) LLC
11 Madison Avenue
New York, NY 10010-3629

LEHMAN BROTHERS INC.
745 Seventh Avenue
New York, NY 10019

BANC OF AMERICA SECURITIES, LLC
9 West 57th Street
New York, NY 10019

UBS SECURITIES LLC
299 Park Avenue
New York, NY 10171

GOLDMAN, SACHS & CO.
85 Broad Street
New York, NY 10004

Dear Sirs:

As an inducement to the Underwriters to execute the Underwriting Agreement, pursuant to which an offering will be made that is intended to result in the establishment of a public market for the common stock of TransDigm Group Incorporated, and any successor (by merger or otherwise) thereto, (the "**Company**"), the undersigned hereby agrees, subject to the terms of the fourth paragraph of this Lock-Up Agreement, that during the period specified in the following paragraph (the "**Lock-Up Period**"), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any membership interests (the "**Membership Interests**") in TD Group Holdings, LLC, a Delaware limited liability company ("**TD LLC**"), or securities convertible into or exchangeable or exercisable for any Membership Interests, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Membership Interests, whether any such aforementioned transaction is to be settled by delivery of the Membership Interests or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC ("**Credit Suisse**").

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue and include the date 180 days after the date of the Prospectus (as defined in the Underwriting Agreement) or such earlier date that Credit Suisse consents in writing; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or material news or a material event relating to the Company occurs or (2) prior to the expiration of the initial Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the occurrence of the material news or material event, as applicable, unless Credit Suisse waives, in writing, such extension.

The undersigned hereby acknowledges and agrees that written notice of any extension of the initial Lock-Up Period pursuant to the previous paragraph will be delivered by Credit Suisse to the Company (in accordance with Section 11 of the Underwriting Agreement) and that any such notice properly delivered will be deemed to have

given to, and received by, the undersigned. The undersigned further agrees that, prior to engaging in any transaction or taking any other action, in each case that is subject to the terms of this Lock-Up Agreement during the period from the date of this Lock-Up Agreement to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the initial Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

Notwithstanding anything contained herein to the contrary, during the Lock-Up Period (including any extension thereof), the following transfers of Membership Interests may be made without the consent of Credit Suisse: (i) a transfer of Membership Interests to a controlled affiliate; (ii) a distribution of Membership Interests to your partners, provided, in the case of clauses (i) and (ii) above, the transferee agrees to be bound in writing by the terms of this Lock-Up Agreement prior to such transfer and such transfer shall not involve a disposition for value; or (iii) a disposition of Membership Interests by the undersigned in the form of a redemption of such Membership Interests by TD LLC, provided that this clause (iii) shall only apply to the extent such Membership Interests are redeemed in connection with a distribution by TD LLC to the undersigned of shares of common stock of the Company, which shares of common stock are sold by the undersigned to the Underwriters in connection with the exercise by the Underwriters of the over-allotment option granted to them under the terms of the Underwriting Agreement.

In furtherance of the foregoing, TD LLC is hereby authorized to decline to make any transfer of Membership Interests if such transfer would constitute a violation or breach of this Lock-Up Agreement

This Lock-Up Agreement shall be binding on the undersigned and the successors and assigns of the undersigned. This Lock-Up Agreement shall lapse and become null and void if the initial public offering shall not have occurred on or before December 31, 2006 or, if earlier, the date on which the Company notifies you in writing that it does not intend to proceed with the proposed initial public offering.

Nothing contained herein shall be deemed to alter or otherwise amend the terms and conditions set forth in the limited liability company agreement of TD LLC, and the restrictions set forth herein are in addition to (and not in limitation of) the restrictions on transfer of the Membership Interests that are set forth in such limited liability company agreement.

Very truly yours,

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., Managing Member

By: /s/ KEVIN KRUSE

Name: Kevin Kruse

Title: Partner
