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

**FORM 10-Q**

**Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
for the quarterly period ended March 31, 2012.

**Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 001-32833

**TransDigm Group Incorporated**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other Jurisdiction of incorporation or organization)

**41-2101738**

(I.R.S. Employer Identification No.)

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

**44114**  
(Zip Code)

**(216) 706-2960**

(Registrants' telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report.)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, non-accelerated filer, or smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

LARGE ACCELERATED FILER  ACCELERATED FILER   
NON-ACCELERATED FILER  SMALLER REPORTING COMPANY

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES  NO

The number of shares outstanding of TransDigm Group Incorporated's common stock, par value \$.01 per share, was 51,081,155 as of April 27, 2012.

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**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(Amounts in thousands, except share amounts)**  
**(Unaudited)**

|  | March 31,<br>2012  | September 30,<br>2011 |
|--|--------------------|-----------------------|
| <b>ASSETS</b>  |                    |                       |
| CURRENT ASSETS:  |                    |                       |
| Cash and cash equivalents  | \$ 201,481         | \$ 376,183            |
| Trade accounts receivable - Net  | 240,458            | 189,293               |
| Inventories  | 326,605            | 265,317               |
| Income taxes receivable  | 12,200             | —                     |
| Prepaid expenses and other   | 10,568             | 8,655                 |
| Deferred income taxes  | 23,770             | 30,844                |
| Total current assets   | <u>815,082</u>     | <u>870,292</u>        |
| PROPERTY, PLANT AND EQUIPMENT - Net  | 174,378            | 150,800               |
| GOODWILL   | 3,060,345          | 2,595,747             |
| TRADEMARKS AND TRADE NAMES   | 433,518            | 344,942               |
| OTHER INTANGIBLE ASSETS - Net  | 634,250            | 483,424               |
| DEBT ISSUE COSTS - Net   | 68,597             | 59,007                |
| OTHER  | 13,693             | 9,424                 |
| TOTAL ASSETS   | <u>\$5,199,863</u> | <u>\$ 4,513,636</u>   |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>  |                    |                       |
| CURRENT LIABILITIES:   |                    |                       |
| Current portion of long-term debt  | \$ 20,500          | \$ 15,500             |
| Accounts payable   | 73,303             | 62,110                |
| Accrued liabilities  | 116,498            | 120,312               |
| Income taxes payable   | —                  | 8,937                 |
| Total current liabilities  | <u>210,301</u>     | <u>206,859</u>        |
| LONG-TERM DEBT   | 3,608,875          | 3,122,875             |
| DEFERRED INCOME TAXES  | 322,800            | 310,451               |
| OTHER NON-CURRENT LIABILITIES  | 62,964             | 62,502                |
| Total liabilities  | <u>4,204,940</u>   | <u>3,702,687</u>      |
| STOCKHOLDERS' EQUITY:  |                    |                       |
| Common stock - \$.01 par value; authorized 224,400,000 shares; issued 51,519,609 and 50,829,276 at March 31, 2012 and September 30, 2011, respectively | 515                | 508                   |
| Additional paid-in capital   | 504,853            | 464,700               |
| Retained earnings  | 510,917            | 364,260               |
| Accumulated other comprehensive loss   | (5,274)            | (3,277)               |
| Treasury stock, at cost - 505,400 shares at March 31, 2012 and 494,100 shares at September 30, 2011  | <u>(16,088)</u>    | <u>(15,242)</u>       |
| Total stockholders' equity   | <u>994,923</u>     | <u>810,949</u>        |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY   | <u>\$5,199,863</u> | <u>\$ 4,513,636</u>   |

See notes to condensed consolidated financial statements.

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**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
**FOR THE THIRTEEN AND TWENTY-SIX WEEK PERIODS ENDED**  
**MARCH 31, 2012 AND APRIL 2, 2011**  
**(Amounts in thousands, except per share amounts)**  
**(Unaudited)**

|  | Thirteen Week<br>Periods Ended |                  | Twenty-Six Week<br>Periods Ended |                  |
|--|--------------------------------|------------------|----------------------------------|------------------|
|  | March 31,<br>2012              | April 2,<br>2011 | March 31,<br>2012                | April 2,<br>2011 |
| NET SALES  | \$423,469                      | \$304,307        | \$775,942                        | \$537,859        |
| COST OF SALES  | 187,429                        | 146,433          | 340,347                          | 252,839          |
| GROSS PROFIT   | 236,040                        | 157,874          | 435,595                          | 285,020          |
| SELLING AND ADMINISTRATIVE EXPENSES                                    | 49,474                         | 33,171           | 91,324                           | 63,691           |
| AMORTIZATION OF INTANGIBLE ASSETS                                      | 9,339                          | 11,462           | 21,778                           | 15,739           |
| INCOME FROM OPERATIONS   | 177,227                        | 113,241          | 322,493                          | 205,590          |
| INTEREST EXPENSE—Net   | 52,300                         | 54,137           | 101,361                          | 86,693           |
| REFINANCING COSTS  | —                              | 1,649            | —                                | 72,379           |
| INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES                  | 124,927                        | 57,455           | 221,132                          | 46,518           |
| INCOME TAX PROVISION   | 43,375                         | 20,758           | 74,475                           | 16,974           |
| INCOME FROM CONTINUING OPERATIONS                                      | 81,552                         | 36,697           | 146,657                          | 29,544           |
| INCOME FROM DISCONTINUED OPERATIONS, NET OF TAX                        | —                              | 19,120           | —                                | 18,915           |
| NET INCOME   | <u>\$ 81,552</u>               | <u>\$ 55,817</u> | <u>\$146,657</u>                 | <u>\$ 48,459</u> |
| NET INCOME APPLICABLE TO COMMON STOCK                                  | <u>\$ 81,552</u>               | <u>\$ 55,817</u> | <u>\$143,358</u>                 | <u>\$ 45,649</u> |
| Net earnings per share—see Note 4:                                     |                                |                  |                                  |                  |
| Net earnings per share from continuing operations— basic and diluted   | \$ 1.51                        | \$ 0.69          | \$ 2.66                          | \$ 0.50          |
| Net earnings per share from discontinued operations— basic and diluted | —                              | 0.35             | —                                | 0.35             |
| Net earnings per share   | <u>\$ 1.51</u>                 | <u>\$ 1.04</u>   | <u>\$ 2.66</u>                   | <u>\$ 0.85</u>   |
| Weighted-average shares outstanding:                                   |                                |                  |                                  |                  |
| Basic and diluted  | 53,882                         | 53,333           | 53,882                           | 53,333           |

See notes to condensed consolidated financial statements.

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**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE TWENTY-SIX WEEK PERIOD ENDED MARCH 31, 2012**  
(Amounts in thousands, except share amounts)  
(Unaudited)

|   | <u>Common Stock</u>         |                      | <u>Additional<br/>Paid-In<br/>Capital</u> | <u>Retained<br/>Earnings</u> | <u>Accumulated<br/>Other<br/>Comprehensive<br/>Loss</u> | <u>Treasury Stock</u>       |                   | <u>Total</u>     |
|---|-----------------------------|----------------------|---|------------------------------|---|-----------------------------|-------------------|------------------|
|   | <u>Number of<br/>Shares</u> | <u>Par<br/>Value</u> |   |                              |   | <u>Number<br/>of Shares</u> | <u>Value</u>      |                  |
| BALANCE, OCTOBER 1, 2011  | 50,829,276                  | \$508                | \$464,700                                 | \$364,260                    | \$ (3,277)  | (494,100)                   | \$(15,242)        | \$810,949        |
| Compensation expense recognized for employee stock options      | —                           | —                    | 8,535                                     | —                            | —   | —                           | —                 | 8,535            |
| Excess tax benefits related to share-based payment arrangements | —                           | —                    | 24,231                                    | —                            | —   | —                           | —                 | 24,231           |
| Exercise of employee stock options                              | 689,683                     | 7                    | 7,312                                     | —                            | —   | —                           | —                 | 7,319            |
| Common stock issued   | 650                         | —                    | 75  | —                            | —   | —                           | —                 | 75               |
| Treasury stock purchased  | —                           | —                    | —   | —                            | —   | (11,300)                    | (846)             | (846)            |
| Comprehensive income (loss):                                    |                             |                      |   |                              |   |                             |                   |                  |
| Net income  | —                           | —                    | —   | 146,657                      | —   | —                           | —                 | 146,657          |
| Interest rate swaps, net of tax                                 | —                           | —                    | —   | —                            | (1,300)   | —                           | —                 | (1,300)          |
| Foreign currency translation adjustments                        | —                           | —                    | —   | —                            | (697)   | —                           | —                 | (697)            |
| Comprehensive income  |                             |                      |   |                              |   |                             |                   | 144,660          |
| BALANCE, MARCH 31, 2012   | <u>51,519,609</u>           | <u>\$515</u>         | <u>\$504,853</u>                          | <u>\$510,917</u>             | <u>\$ (5,274)</u>                                       | <u>(505,400)</u>            | <u>\$(16,088)</u> | <u>\$994,923</u> |

See notes to condensed consolidated financial statements.

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**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(Amounts in thousands)**  
**(Unaudited)**

|   | <b>Twenty-Six Week Periods Ended</b> |                          |
|---|--------------------------------------|--------------------------|
|   | <b>March 31,<br/>2012</b>            | <b>April 2,<br/>2011</b> |
| <b>OPERATING ACTIVITIES:</b>  |                                      |                          |
| Net income  | \$ 146,657                           | \$ 48,459                |
| Net income from discontinued operations   | —                                    | (18,915)                 |
| Adjustments to reconcile net income to net cash provided by operating activities: |                                      |                          |
| Depreciation  | 11,154                               | 9,558                    |
| Amortization of intangible assets   | 21,875                               | 15,739                   |
| Amortization of debt issue costs  | 5,741                                | 4,625                    |
| Refinancing costs   | —                                    | 72,379                   |
| Non-cash equity compensation  | 8,535                                | 4,054                    |
| Excess tax benefits related to share-based payment arrangements                   | (24,231)                             | (12,440)                 |
| Deferred income taxes   | (3,470)                              | (10,682)                 |
| Changes in assets/liabilities, net of effects from acquisitions of businesses:    |                                      |                          |
| Trade accounts receivable   | (9,031)                              | 5,411                    |
| Inventories   | (615)                                | 1,267                    |
| Income taxes receivable/payable   | 4,498                                | (83)                     |
| Other assets  | 1,889                                | 597                      |
| Accounts payable  | (3,999)                              | (4,048)                  |
| Accrued and other liabilities   | 5,801                                | 13,230                   |
| Net cash provided by operating activities   | <u>164,804</u>                       | <u>129,151</u>           |
| <b>INVESTING ACTIVITIES:</b>  |                                      |                          |
| Capital expenditures  | (9,109)                              | (8,386)                  |
| Cash proceeds from sale of discontinued operations                                | —                                    | 240,000                  |
| Acquisition of businesses, net of cash acquired                                   | (833,512)                            | (1,362,202)              |
| Net cash used in investing activities   | <u>(842,621)</u>                     | <u>(1,130,588)</u>       |
| <b>FINANCING ACTIVITIES:</b>  |                                      |                          |
| Excess tax benefits related to share-based payment arrangements                   | 24,231                               | 12,440                   |
| Proceeds from exercise of stock options   | 7,316                                | 6,219                    |
| Dividends paid  | (3,299)                              | (2,810)                  |
| Treasury stock purchased  | (846)                                | —                        |
| Proceeds from new senior secured credit facility - net                            | 484,713                              | 1,500,048                |
| Repayment on new senior secured credit facility                                   | (9,000)                              | (3,875)                  |
| Proceeds from senior subordinated notes due 2018 - net                            | —                                    | 1,582,534                |
| Repurchase of senior subordinated notes due 2014                                  | —                                    | (1,041,894)              |
| Repayment of existing senior secured credit facility                              | —                                    | (780,000)                |
| Net cash provided by financing activities   | <u>503,115</u>                       | <u>1,272,662</u>         |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS                              | (174,702)                            | 271,225                  |
| CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD                                    | 376,183                              | 234,112                  |
| CASH AND CASH EQUIVALENTS, END OF PERIOD  | <u>\$ 201,481</u>                    | <u>\$ 505,337</u>        |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>                          |                                      |                          |
| Cash paid during the period for interest  | <u>\$ 93,884</u>                     | <u>\$ 61,327</u>         |
| Cash paid during the period for income taxes                                      | <u>\$ 57,780</u>                     | <u>\$ 24,566</u>         |

See notes to condensed consolidated financial statements.

**TRANSDIGM GROUP INCORPORATED**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**TWENTY-SIX WEEK PERIODS ENDED MARCH 31, 2012 AND APRIL 2, 2011**

**(UNAUDITED)**

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**1. DESCRIPTION OF THE BUSINESS**

**Description of the Business** – TransDigm Group Incorporated (“TD Group”), through its wholly-owned subsidiary, TransDigm Inc., is a leading global designer, producer and supplier of highly engineered aircraft components for use on nearly all commercial and military aircraft in service today. TransDigm Inc. along with TransDigm Inc.’s direct and indirect wholly-owned operating subsidiaries (collectively, with TD Group, the “Company” or “TransDigm”), offers a broad range of proprietary aerospace components. TD Group has no significant assets or operations other than its 100% ownership of TransDigm Inc. TD Group’s common stock is listed on The New York Stock Exchange, or the NYSE, under the trading symbol “TDG.”

Major product offerings, substantially all of which are ultimately provided to end-users in the aerospace industry, include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, NiCad batteries and chargers, engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, cockpit security components and systems, specialized cockpit displays, aircraft audio systems, specialized lavatory components, seatbelts and safety restraints, engineered interior surfaces and lighting and control technology.

**Separate Financial Statements** – Separate financial statements of TransDigm Inc. are not presented because TransDigm Inc.’s 7<sup>3/4</sup> % senior subordinated notes are fully and unconditionally guaranteed on a senior subordinated basis by TD Group and all existing domestic subsidiaries of TransDigm Inc. and because TD Group has no significant operations or assets separate from its investment in TransDigm Inc.

**2. UNAUDITED INTERIM FINANCIAL INFORMATION**

The financial information included herein is unaudited; however, the information reflects all adjustments (consisting solely of normal recurring adjustments) that are, in the opinion of management, necessary for a fair presentation of the Company’s financial position and results of operations and cash flows for the interim periods presented. These financial statements and notes should be read in conjunction with the financial statements and related notes for the year ended September 30, 2011 included in TD Group’s Form 10-K dated November 18, 2011. As disclosed therein, the Company’s annual consolidated financial statements were prepared in conformity with generally accepted accounting principles in the United States (“GAAP”). The September 30, 2011 condensed consolidated balance sheet was derived from TD Group’s audited financial statements. The results of operations for the twenty-six week period ended March 31, 2012 are not necessarily indicative of the results to be expected for the full year.

**3. ACQUISITIONS**

**AmSafe Global Holdings, Inc.** – On February 15, 2012, TransDigm Inc. acquired AmSafe Global Holdings, Inc. (“AmSafe”), for approximately \$749.3 million in cash, subject to adjustments based on the level of working capital as of the closing date of the acquisition. AmSafe is a leading supplier of innovative, highly engineered and proprietary safety and restraint equipment used primarily in the global aerospace industry. These products fit well with TransDigm’s overall business direction.

The Company financed the acquisition through a combination of new senior bank debt of \$500 million and cash. See Note 8 to the Condensed Consolidated Financial Statements.

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The total purchase price was allocated to the underlying assets acquired and liabilities assumed based upon management's estimated fair values at the date of acquisition. To the extent the purchase price exceeded the estimated fair value of the net identifiable tangible and intangible assets acquired, such excess was allocated to goodwill. The following table summarizes the purchase price allocation of the estimated fair values of the assets acquired and liabilities assumed at the transaction date (in thousands).

|   |                  |
|---|------------------|
| Assets acquired:                        |                  |
| Current assets, excluding cash acquired | \$ 95,729        |
| Property, plant and equipment           | 25,999           |
| Intangible assets                       | 208,200          |
| Goodwill                                | 437,677          |
| Other                                   | 8,039            |
| Total assets acquired                   | <u>\$775,644</u> |
| Liabilities assumed:                    |                  |
| Current liabilities                     | \$ 24,976        |
| Other noncurrent liabilities            | 1,396            |
| Total liabilities assumed               | <u>\$ 26,372</u> |
| Net assets acquired                     | <u>\$749,272</u> |

The Company expects that of the \$438 million of goodwill recognized for the acquisition approximately \$77 million will be deductible for tax purposes.

**Harco Laboratories, Incorporated** – On December 9, 2011, TransDigm Inc. acquired all of the outstanding stock of Harco Laboratories, Incorporated (“Harco”), for approximately \$83.3 million in cash, which includes a purchase price adjustment of \$0.4 million paid in the second quarter of fiscal 2012. Harco designs and manufactures highly engineered thermocouples, sensors, engine cable assemblies and related products for commercial aircraft. These products fit well with TransDigm’s overall business direction. The Company expects that the approximately \$55 million of goodwill recognized for the acquisition will not be deductible for tax purposes.

**Schneller Holdings** – On August 31, 2011, TransDigm Inc. acquired all of the outstanding equity interests in Schneller Holdings LLC (“Schneller”) for approximately \$288.6 million in cash, which includes a purchase price adjustment of \$1.0 million paid in the first quarter of fiscal 2012. Schneller designs and manufactures proprietary, highly engineered laminates, thermoplastics, and non-textile flooring for use primarily on side walls, lavatories, galleys, bulkheads and cabin floors for commercial aircraft. These products fit well with TransDigm’s overall business direction. The Company expects that the approximately \$167 million of goodwill recognized for the acquisition will be deductible for tax purposes.

**Talley Actuation** – On December 31, 2010, AeroControlex Group, Inc., a wholly owned subsidiary of TransDigm Inc., acquired the actuation business of Telair International Inc. (“Talley Actuation”), a wholly-owned subsidiary of Teleflex Incorporated, for approximately \$93.6 million in cash, which includes a purchase price adjustment of \$0.3 million received in the third quarter of fiscal 2011. Talley Actuation manufactures proprietary, highly engineered electro-mechanical products and other components for commercial and military aircraft. These products fit well with TransDigm’s overall business direction. The Company expects that the approximately \$70 million of goodwill recognized for the acquisition will be deductible for tax purposes.

**McKechnie Aerospace Holdings, Inc.** – On December 6, 2010, TransDigm Inc. acquired all of the outstanding stock of McKechnie Aerospace Holdings Inc. (“McKechnie Aerospace”), for approximately \$1.27 billion in cash, which includes a purchase price adjustment of \$0.3 million paid in the third quarter of fiscal 2011. McKechnie Aerospace, through its subsidiaries, is a leading global designer, producer and supplier of aerospace components, assemblies and subsystems for commercial aircraft, regional/business jets, military fixed wing and rotorcraft. Some of the businesses acquired as part of McKechnie Aerospace have been divested. See Note 13 to the Condensed Consolidated Financial Statements. The remaining products fit well with TransDigm’s overall business direction.



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The total purchase price was allocated to the underlying assets acquired and liabilities assumed based upon management's estimated fair values at the date of acquisition. To the extent the purchase price exceeded the estimated fair value of the net identifiable tangible and intangible assets acquired, such excess was allocated to goodwill. The following table summarizes the purchase price allocation of the estimated fair values of the assets acquired and liabilities assumed at the transaction date (in thousands).

|   |                    |
|---|--------------------|
| <b>Assets acquired:</b>                 |                    |
| Current assets, excluding cash acquired | \$ 109,289         |
| Property, plant and equipment           | 48,901             |
| Intangible assets                       | 433,000            |
| Goodwill                                | 864,934            |
| Total assets acquired                   | <u>\$1,456,124</u> |
| <b>Liabilities assumed:</b>             |                    |
| Current liabilities                     | \$ 40,004          |
| Deferred tax liabilities                | 118,591            |
| Other noncurrent liabilities            | 31,837             |
| Total liabilities assumed               | <u>\$ 190,432</u>  |
| Net assets acquired                     | <u>\$1,265,692</u> |

The Company expects that the approximately \$865 million of goodwill recognized for the acquisition will not be deductible for tax purposes.

The results of operations of McKechnie Aerospace are included in the Company's consolidated financial statements from the date of the transaction. Had the McKechnie acquisition and related financing transactions occurred at the beginning of the twenty-six week period ended April 2, 2011, unaudited pro forma consolidated results for the twenty-six week period ended April 2, 2011 would have been as follows (in thousands, except per share data):

|  | <b>Twenty-Six Week<br/>Period Ended<br/>April 2, 2011</b> |
|--|---|
| Net sales  | <u>\$ 579,224</u>   |
| Net income applicable to common stock from continuing operations | <u>\$ 20,913</u>  |
| <b>Net income per share from continuing operations:</b>          |   |
| Basic and diluted  | <u>\$ 0.39</u>  |

The unaudited pro forma consolidated results are based on the Company's historical financial statements and those of McKechnie Aerospace and do not necessarily indicate the results of operations that would have resulted had the acquisition actually been completed at the beginning of the applicable period presented. The pro forma financial information assumes that the companies were combined as of October 1, 2010. The pro forma results for the twenty-six week period ended April 2, 2011 reflect the business combination accounting effects from the acquisition including amortization charges from the acquired intangible assets, inventory purchase accounting adjustments charged to cost of sales as the inventory is sold and increased interest expense associated with debt incurred to fund the acquisition. The unaudited pro forma consolidated results do not give effect to the synergies of the acquisition and are not indicative of the results of operations in future periods.

The Company accounted for the acquisitions of AmSafe, Harco, Schneller, Talley Actuation and McKechnie Aerospace (collectively, the "Acquisitions") using the acquisition method and included the results of operations of the Acquisitions in its consolidated financial statements from the effective date of each acquisition. The Company is in the process of obtaining a third-party valuation of certain tangible and intangible assets of AmSafe, Harco and Schneller and, therefore, the values attributed to those acquired assets in the condensed consolidated financial statements are subject to adjustment. Pro forma net sales and results of operations for the acquisitions of AmSafe, Harco, Schneller and Talley Actuation had they occurred at the beginning of the twenty-six week period ended March 31, 2012 are not significant and, accordingly, are not provided.

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The Acquisitions strengthen and expand the Company's position to design, produce and supply highly-engineered proprietary aerospace components in niche markets with significant aftermarket content and provide opportunities to create value through the application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure, and providing highly engineered value-added products to customers). The purchase price paid for each acquisition reflects the current earnings before interest, taxes, depreciation and amortization (EBITDA) and cash flows, as well as, the future EBITDA and cash flows expected to be generated by the business, which are driven in most cases by the recurring aftermarket consumption over the life of a particular aircraft, estimated to be approximately 30 years.

#### 4. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in thousands, except per share data):

|   | Thirteen Week<br>Periods Ended |                  | Twenty-Six Week<br>Periods Ended |                  |
|---|--------------------------------|------------------|----------------------------------|------------------|
|   | March 31, 2012                 | April 2, 2011    | March 31, 2012                   | April 2, 2011    |
| <b>Numerator for earnings per share:</b>  |                                |                  |                                  |                  |
| Net income from continuing operations   | \$ 81,552                      | \$ 36,697        | \$ 146,657                       | \$ 29,544        |
| Less dividends paid on participating securities   | —                              | —                | (3,299)                          | (2,810)          |
|   | <u>81,552</u>                  | <u>36,697</u>    | <u>143,358</u>                   | <u>26,734</u>    |
| Net income from discontinued operations   | —                              | 19,120           | —                                | 18,915           |
| Net income applicable to common stock - basic and diluted                                   | <u>\$ 81,552</u>               | <u>\$ 55,817</u> | <u>\$ 143,358</u>                | <u>\$ 45,649</u> |
| <b>Denominator for basic and diluted earnings per share under<br/>the two-class method:</b> |                                |                  |                                  |                  |
| Weighted average common shares outstanding  | 50,800                         | 49,815           | 50,615                           | 49,656           |
| Vested options deemed participating securities  | <u>3,082</u>                   | <u>3,518</u>     | <u>3,267</u>                     | <u>3,677</u>     |
| Total shares for basic and diluted earnings per share                                       | <u>53,882</u>                  | <u>53,333</u>    | <u>53,882</u>                    | <u>53,333</u>    |
| Net earnings per share from continuing operations - basic and diluted                       | \$ 1.51                        | \$ 0.69          | \$ 2.66                          | \$ 0.50          |
| Net earnings per share from discontinued operations - basic and diluted                     | —                              | 0.35             | —                                | 0.35             |
| <b>Net earnings per share</b>   | <u>\$ 1.51</u>                 | <u>\$ 1.04</u>   | <u>\$ 2.66</u>                   | <u>\$ 0.85</u>   |

[Table of Contents](#)**5. INVENTORIES**

Inventories are stated at the lower of cost or market. Cost of inventories is determined by the average cost and the first-in, first-out (FIFO) methods for all locations except CEF Industries LLC, which determines the cost of inventories using the last-in, first-out (LIFO) method. Approximately 5% of the inventory was valued under the LIFO method at March 31, 2012.

Inventories consist of the following (in thousands):

|  | March 31,<br>2012 | September 30,<br>2011 |
|--|-------------------|-----------------------|
| Raw materials and purchased component parts        | \$ 199,151        | \$ 160,402            |
| Work-in-progress                                   | 102,246           | 85,612                |
| Finished goods                                     | 58,119            | 43,192                |
| Total  | 359,516           | 289,206               |
| Reserve for excess and obsolete inventory and LIFO | (32,911)          | (23,889)              |
| Inventories - net                                  | <u>\$ 326,605</u> | <u>\$ 265,317</u>     |

**6. INTANGIBLE ASSETS**

Intangible assets subject to amortization consist of the following (in thousands):

|               | March 31, 2012           |                             |                   | September 30, 2011       |                             |                   |
|---------------|--------------------------|-----------------------------|-------------------|--------------------------|-----------------------------|-------------------|
|               | Gross Carrying<br>Amount | Accumulated<br>Amortization | Net               | Gross Carrying<br>Amount | Accumulated<br>Amortization | Net               |
| Technology    | \$ 680,745               | \$ 89,238                   | \$ 591,507        | \$ 546,726               | \$ 75,426                   | \$ 471,300        |
| Order backlog | 28,710                   | 22,011                      | 6,699             | 24,799                   | 17,895                      | 6,904             |
| Other         | 43,044                   | 7,000                       | 36,044            | 10,973                   | 5,753                       | 5,220             |
| Total         | <u>\$ 752,499</u>        | <u>\$ 118,249</u>           | <u>\$ 634,250</u> | <u>\$ 582,498</u>        | <u>\$ 99,074</u>            | <u>\$ 483,424</u> |

Intangible assets acquired during the twenty-six week period ended March 31, 2012 were as follows (in thousands):

|   | Cost             | Amortization<br>Period |
|---|------------------|------------------------|
| <b>Intangible assets not subject to amortization:</b> |                  |                        |
| Goodwill  | \$492,883        |                        |
| Trademarks and trade names                            | 87,510           |                        |
|   | <u>580,393</u>   |                        |
| <b>Intangible assets subject to amortization:</b>     |                  |                        |
| Technology  | 132,850          | 20 years               |
| Order backlog   | 6,410            | 1 year                 |
| Other   | 2,900            | 20 years               |
|   | <u>142,160</u>   | 19.1 years             |
| Total   | <u>\$722,553</u> |                        |

The aggregate amortization expense on identifiable intangible assets for the twenty-six week periods ended March 31, 2012 and April 2, 2011 was approximately \$21.9 million and \$15.7 million, respectively. The estimated amortization expense for fiscal 2012 is \$44.4 million and for each of the five succeeding years 2013 through 2017 is \$37.7 million, \$35.6 million, \$35.6 million, \$35.6 million and \$35.6 million, respectively.

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The following is a summary of changes in the carrying value of goodwill from September 30, 2011 through March 31, 2012 (in thousands):

|                                       |                     |
|---------------------------------------|---------------------|
| Balance, September 30, 2011           | \$ 2,595,747        |
| Goodwill acquired during the year     | 492,883             |
| Purchase price allocation adjustments | (26,843)            |
| Other                                 | (1,442)             |
| Balance, March 31, 2012               | <u>\$ 3,060,345</u> |

### 7. PRODUCT WARRANTY

The Company provides limited warranties in connection with the sale of its products. The warranty period for products sold, which varies among the Company's operations, is typically less than two years but can be in the range from 90 days to six years. A provision for the estimated cost to repair or replace the products is recorded at the time of sale and periodically adjusted to reflect actual experience.

The following table presents a reconciliation of changes in the product warranty liability for the periods indicated below (in thousands):

|  | Twenty-Six Week Periods Ended |                 |
|--|-------------------------------|-----------------|
|  | March 31, 2012                | April 2, 2011   |
| Liability balance at beginning of period | \$ 8,722                      | \$ 8,345        |
| Accruals for warranties issued           | 345                           | 581             |
| Warranty costs incurred                  | (1,053)                       | (1,393)         |
| Acquisitions                             | 217                           | 91              |
| Liability balance at end of period       | <u>\$ 8,231</u>               | <u>\$ 7,624</u> |

### 8. DEBT

**Amendment No. 1 to the New Senior Secured Credit Facility** – In accordance with the terms of the credit agreement dated February 14, 2011 (the "New Senior Secured Credit Facility"), TD Group's wholly-owned subsidiary, TransDigm Inc., entered into Amendment No.1 and an Incremental Term Loan Assumption Agreement (the "Amendment") on February 15, 2012. The Amendment provides for an additional term loan facility in the aggregate principal amount of \$500 million. The additional term loan facility was fully drawn on February 15, 2012. The proceeds of the additional term loan facility were used to pay a portion of the purchase price of and related transaction expenses associated with the acquisition of AmSafe.

The additional term loan under the New Senior Secured Credit Facility matures in February 2017 and requires quarterly principal payments of \$1.3 million that began on March 31, 2012.

The terms and conditions that apply to the additional term loan facility are substantially the same as the terms and conditions that apply to the existing term loan under the February 14, 2011 New Senior Secured Credit Facility.

**Assumption Agreement to Revolving Credit Facility** – On February 15, 2012 TransDigm Inc. entered into an Incremental Revolving Credit Assumption Agreement (the "Assumption Agreement") to its credit agreement dated as of December 6, 2010, as amended (collectively, the "Existing Senior Secured Credit Facility"). The Assumption Agreement provides for additional revolving commitments to TransDigm in an aggregate principal amount of \$65 million, which results in a total revolving credit amount of \$310 million. No borrowings, other than the issuance of certain letters of credit, were made under the Existing Senior Secured Credit Facility as of March 31, 2012.

## 9. INCOME TAXES

At the end of each reporting period, TD Group makes an estimate of its annual effective income tax rate. The estimate used in the year-to-date period may change in subsequent periods. During the thirteen week periods ended March 31, 2012 and April 2, 2011, the effective income tax rate was 34.7% and 36.1%, respectively. The lower effective tax rate for the thirteen week period ended March 31, 2012 was primarily due to an increase in the domestic manufacturing deduction and a reduction in state taxes that were partially offset by the expiration of the research and development tax credit. During the twenty-six week periods ended March 31, 2012 and April 2, 2011, the effective income tax rate was 33.7% and 36.5%, respectively. The lower effective tax rate for the twenty-six week period ended March 31, 2012 was primarily due to the factors noted above and a non-recurring adjustment (benefit of \$2.8 million) to state income tax expense due to changes in state tax laws.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, various state and local jurisdictions as well as foreign jurisdictions located in Belgium, Malaysia, Mexico, France, Singapore, China, Sri Lanka and the United Kingdom. The Company is subject to U.S. federal examination for the 2008, 2009 and 2010 years. In addition, the Company is subject to state income tax examinations for fiscal years 2009 and 2010.

At March 31, 2012 and September 30, 2011, TD Group had \$9.3 million and \$7.6 million in unrecognized tax benefits, the recognition of which would have an effect of approximately \$8.2 million and \$7.0 million on the effective tax rate at March 31, 2012 and September 30, 2011, respectively. The Company does not believe that the tax positions that comprise the unrecognized tax benefit amount will change significantly over the next 12 months. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense.

## 10. FAIR VALUE MEASUREMENTS

The following tables present our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy. The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs (other than quoted prices) that are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs for the asset or liability. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following summarizes the carrying amounts and fair values of financial instruments (in thousands):

|  | Level | March 31, 2012  |            | September 30, 2011 |            |
|--|-------|-----------------|------------|--------------------|------------|
|  |       | Carrying Amount | Fair Value | Carrying Amount    | Fair Value |
| <b>Assets:</b>   |       |                 |            |                    |            |
| Cash and cash equivalents  | 1     | \$ 201,481      | \$ 201,481 | \$ 376,183         | \$ 376,183 |
| <b>Liabilities:</b>  |       |                 |            |                    |            |
| Interest rate swaps <sup>(1)</sup>                                 | 2     | 7,500           | 7,500      | 5,600              | 5,600      |
| Foreign currency exchange contracts                                | 2     | —               | —          | —                  | —          |
| <i>Long-term debt:</i>   |       |                 |            |                    |            |
| Term loans   | 2     | 2,029,375       | 2,040,000  | 1,538,375          | 1,496,000  |
| 7 <sup>3</sup> / <sub>4</sub> % Senior Subordinated Notes due 2018 | 1     | 1,600,000       | 1,696,000  | 1,600,000          | 1,616,000  |

(1) Included in Other non-current liabilities on the Condensed Consolidated Balance Sheet.

Interest rate swaps were measured at fair value using quoted market prices for the swap interest rate indexes over the term of the swap discounted to present value versus the fixed rate of the contract. Foreign exchange contracts were measured at fair value using the quoted currency exchange rate versus the fixed rate of the contract. The estimated fair value of the Company's term loans was based on information provided by the agent under the Company's New Senior Secured Credit Facility. The estimated fair values of the Company's 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2018 were based upon quoted market prices.

## **11. DERIVATIVES AND HEDGING ACTIVITIES**

The Company is exposed to, among other things, the impact of changes in interest and foreign currency exchange rates in the normal course of business. The Company's risk management program is designed to manage the exposure and volatility arising from these risks, and utilizes derivative financial instruments to offset a portion of these risks. The Company uses derivative financial instruments only to the extent necessary to hedge identified business risks, and does not enter into such transactions for trading purposes. The Company generally does not require collateral or other security with counterparties to these financial instruments and is therefore subject to credit risk in the event of nonperformance; however, the Company monitors credit risk and currently does not anticipate nonperformance by other parties.

Interest rate swap agreements are used to manage interest rate risk associated with floating-rate borrowings under our New Senior Secured Credit Facility. The interest rate swap agreements utilized by the Company effectively modify the Company's exposure to interest rate risk by converting a portion of the Company's floating-rate debt to a fixed rate basis through the expiration date of the interest rate swap agreements, thereby reducing the impact of interest rate changes on future interest expense. These agreements involve the receipt of floating rate amounts in exchange for fixed rate interest payments over the term of the agreements without an exchange of the underlying principal amount. These derivative instruments qualify as effective cash flow hedges under GAAP. For these hedges, the effective portion of the gain or loss from the financial instruments is initially reported as a component of accumulated other comprehensive income (loss) in stockholders' equity and subsequently reclassified into earnings in the same line as the hedged item in the same period or periods during which the hedged item affects earnings.

At March 31, 2012, three forward-starting interest rate swap agreements were in place to swap variable rates on the New Senior Secured Credit Facility for a fixed rate based on an aggregate notional amount of \$353 million. Beginning December 31, 2012, these interest rate swap agreements will effectively convert the variable interest rate on the aggregate notional amount of the New Senior Secured Credit Facility to a fixed rate of 5.17% (2.17% plus the 3% margin percentage) through June 30, 2015.

Foreign currency exchange contracts are used to manage the impact of changes in foreign exchange rates on our consolidated results of operations and future foreign currency-denominated cash flows. These contracts effectively reduce exposure to currency movements affecting foreign currency-denominated expenditures by fixing the foreign currency exchange rate over the term of the agreement. These derivative instruments qualify as effective cash flow hedges under GAAP. For these hedges, changes in the fair value of the hedge are initially recorded as a component of accumulated other comprehensive income (loss) in stockholders' equity and are subsequently reclassified into earnings in the same period the forecasted transaction affects earnings.

As of March 31, 2012, the Company had outstanding foreign currency exchange contracts totaling \$1.5 million in the form of forward contracts with varying maturity dates ranging from April 2012 to September 2012. The fair value of these contracts approximated their carrying value as of March 31, 2012.

## **12. COMPREHENSIVE INCOME**

Comprehensive income, which primarily includes adjustments for changes in the fair values of the interest rate swap agreements on a net of tax basis and foreign currency translation adjustments, was approximately \$144.7 million and \$51.3 million for the twenty-six week periods ended March 31, 2012 and April 2, 2011, respectively.

## **13. DISCONTINUED OPERATIONS**

On March 9, 2011, the Company completed the divestiture of its fastener business for approximately \$239.6 million in cash, which includes a preliminary working capital adjustment of \$0.4 million paid in the third quarter of fiscal 2011. The Company recorded a gain on sale of the fastener business of approximately \$21.0 million, net of tax of \$59.5 million.

On April 7, 2011, the Company completed the divestiture of Aero Quality Sales ("AQS") to Satair A/S for approximately \$31.8 million in cash, which includes a \$1.8 million working capital adjustment received in the third quarter of fiscal 2011. The Company's Chairman and Chief Executive Officer, W. Nicholas Howley, was a director of Satair A/S from 2006 through October 2011.

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The sales of the fastener business and AQS have been accounted for as discontinued operations and accordingly the condensed consolidated statements of income have classified the operating results to reflect discontinued operations presentation. The following is the summarized operating results for the fastener business and AQS for the thirteen week period ended April 2, 2011 and from the date of acquisition (December 6, 2010) through April 2, 2011 (in thousands).

|   | <b>Thirteen Week<br/>Period Ended<br/>April 2, 2011</b> | <b>December 6, 2010<br/>Through<br/>April 2, 2011</b> |
|---|---|---|
| Net sales   | <u>\$ 17,313</u>  | <u>\$ 23,802</u>                                      |
| Loss from discontinued operations before income taxes | \$ (2,764)  | \$ (2,835)  |
| Income tax benefit                                    | <u>928</u>  | <u>794</u>  |
| Loss from discontinued operations                     | <u>(1,836)</u>  | <u>(2,041)</u>  |
| Gain on sale of discontinued operations, net of tax   | <u>20,956</u>   | <u>20,956</u>   |
| Income from discontinued operations                   | <u>\$ 19,120</u>  | <u>\$ 18,915</u>                                      |

#### 14. SUPPLEMENTAL GUARANTOR INFORMATION

TransDigm's 7<sup>3/4</sup>% senior subordinated notes due 2018 are jointly and severally guaranteed, on a senior subordinated basis, by TD Group and TransDigm Inc.'s Domestic Restricted Subsidiaries, as defined in the indenture. The following supplemental condensed consolidating financial information presents, in separate columns, the balance sheets of the Company as of March 31, 2012 and September 30, 2011 and its statements of income and cash flows for the twenty-six week periods ended March 31, 2012 and April 2, 2011 for (i) TransDigm Group on a parent only basis with its investment in subsidiaries recorded under the equity method, (ii) TransDigm Inc. including its directly owned operations and non-operating entities, (iii) the Subsidiary Guarantors on a combined basis, (iv) Non-Guarantor Subsidiaries after December 14, 2010 and (v) the Company on a consolidated basis.

**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING BALANCE SHEET**  
**AS OF MARCH 31, 2012**

|  | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u>  | <u>Total<br/>Consolidated</u> |
|--|----------------------------|---------------------------|----------------------------------|---------------------------------------|----------------------|-------------------------------|
| <b>ASSETS</b>                                      |                            |                           |                                  |                                       |                      |                               |
| <b>CURRENT ASSETS:</b>                             |                            |                           |                                  |                                       |                      |                               |
| Cash and cash equivalents                          | \$ 18,552                  | \$ 165,167                | \$ 7,309                         | \$ 10,453                             | \$ —                 | \$ 201,481                    |
| Trade accounts receivable - Net                    | —                          | 12,438                    | 204,667                          | 24,709                                | (1,356)              | 240,458                       |
| Inventories  | —                          | 22,540                    | 274,256                          | 29,793                                | 16                   | 326,605                       |
| Income taxes receivable                            | —                          | 12,949                    | —                                | (749)                                 | —                    | 12,200                        |
| Prepaid expenses and other                         | —                          | 1,337                     | 7,063                            | 2,168                                 | —                    | 10,568                        |
| Deferred income taxes                              | —                          | 23,770                    | —                                | —                                     | —                    | 23,770                        |
| Total current assets                               | <u>18,552</u>              | <u>238,201</u>            | <u>493,295</u>                   | <u>66,374</u>                         | <u>(1,340)</u>       | <u>815,082</u>                |
| <b>INVESTMENT IN SUBSIDIARIES AND INTERCOMPANY</b> |                            |                           |                                  |                                       |                      |                               |
| BALANCES   | 976,371                    | 4,718,730                 | 1,953,253                        | (8,207)                               | (7,640,147)          | —                             |
| PROPERTY, PLANT AND EQUIPMENT - Net                | —                          | 15,714                    | 144,857                          | 13,807                                | —                    | 174,378                       |
| GOODWILL   | —                          | 64,893                    | 2,958,264                        | 37,188                                | —                    | 3,060,345                     |
| TRADEMARKS AND TRADE NAMES                         | —                          | 19,376                    | 402,090                          | 12,052                                | —                    | 433,518                       |
| OTHER INTANGIBLE ASSETS - Net                      | —                          | 8,466                     | 611,564                          | 14,220                                | —                    | 634,250                       |
| DEBT ISSUE COSTS - Net                             | —                          | 68,597                    | —                                | —                                     | —                    | 68,597                        |
| OTHER  | —                          | 2,462                     | 11,063                           | 168                                   | —                    | 13,693                        |
| TOTAL ASSETS                                       | <u>\$994,923</u>           | <u>\$5,136,439</u>        | <u>\$6,574,386</u>               | <u>\$ 135,602</u>                     | <u>\$(7,641,487)</u> | <u>\$5,199,863</u>            |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>        |                            |                           |                                  |                                       |                      |                               |
| <b>CURRENT LIABILITIES:</b>                        |                            |                           |                                  |                                       |                      |                               |
| Current portion of long-term debt                  | \$ —                       | \$ 20,500                 | \$ —                             | \$ —                                  | \$ —                 | \$ 20,500                     |
| Accounts payable                                   | —                          | 12,011                    | 50,245                           | 12,403                                | (1,356)              | 73,303                        |
| Accrued liabilities                                | —                          | 52,369                    | 57,933                           | 6,196                                 | —                    | 116,498                       |
| Income taxes payable                               | —                          | —                         | —                                | —                                     | —                    | —                             |
| Total current liabilities                          | —                          | 84,880                    | 108,178                          | 18,599                                | (1,356)              | 210,301                       |
| LONG-TERM DEBT                                     | —                          | 3,608,875                 | —                                | —                                     | —                    | 3,608,875                     |
| DEFERRED INCOME TAXES                              | —                          | 320,800                   | 2,000                            | —                                     | —                    | 322,800                       |
| OTHER NON-CURRENT LIABILITIES                      | —                          | 27,511                    | 35,550                           | (97)                                  | —                    | 62,964                        |
| Total liabilities                                  | —                          | <u>4,042,066</u>          | <u>145,728</u>                   | <u>18,502</u>                         | <u>(1,356)</u>       | <u>4,204,940</u>              |
| STOCKHOLDERS' EQUITY                               | 994,923                    | 1,094,373                 | 6,428,658                        | 117,100                               | (7,640,131)          | 994,923                       |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY         | <u>\$994,923</u>           | <u>\$5,136,439</u>        | <u>\$6,574,386</u>               | <u>\$ 135,602</u>                     | <u>\$(7,641,487)</u> | <u>\$5,199,863</u>            |



**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING BALANCE SHEET**  
**AS OF SEPTEMBER 30, 2011**

|  | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u>  | <u>Total<br/>Consolidated</u> |
|--|----------------------------|---------------------------|----------------------------------|---------------------------------------|----------------------|-------------------------------|
| <b>ASSETS</b>                                      |                            |                           |                                  |                                       |                      |                               |
| <b>CURRENT ASSETS:</b>                             |                            |                           |                                  |                                       |                      |                               |
| Cash and cash equivalents                          | \$ 5,695                   | \$ 360,074                | \$ 2,115                         | \$ 8,299                              | \$ —                 | \$ 376,183                    |
| Trade accounts receivable - Net                    | —                          | 11,183                    | 170,420                          | 8,484                                 | (794)                | 189,293                       |
| Inventories  | —                          | 23,311                    | 233,726                          | 8,264                                 | 16                   | 265,317                       |
| Deferred income taxes                              | —                          | 23,248                    | 7,596                            | —                                     | —                    | 30,844                        |
| Prepaid expenses and other                         | —                          | 2,571                     | 5,451                            | 633                                   | —                    | 8,655                         |
| Total current assets                               | 5,695                      | 420,387                   | 419,308                          | 25,680                                | (778)                | 870,292                       |
| <b>INVESTMENT IN SUBSIDIARIES AND INTERCOMPANY</b> |                            |                           |                                  |                                       |                      |                               |
| BALANCES   | 805,254                    | 3,746,531                 | 1,557,736                        | (8,494)                               | (6,101,027)          | —                             |
| PROPERTY, PLANT AND EQUIPMENT - Net                | —                          | 15,903                    | 129,566                          | 5,331                                 | —                    | 150,800                       |
| GOODWILL   | —                          | 81,736                    | 2,478,780                        | 35,231                                | —                    | 2,595,747                     |
| TRADEMARKS AND TRADE NAMES                         | —                          | 19,376                    | 313,280                          | 12,286                                | —                    | 344,942                       |
| OTHER INTANGIBLE ASSETS - Net                      | —                          | 8,760                     | 459,615                          | 15,049                                | —                    | 483,424                       |
| DEBT ISSUE COSTS - Net                             | —                          | 59,007                    | —                                | —                                     | —                    | 59,007                        |
| OTHER  | —                          | 2,415                     | 7,010                            | (1)                                   | —                    | 9,424                         |
| <b>TOTAL ASSETS</b>                                | <u>\$810,949</u>           | <u>\$4,354,115</u>        | <u>\$5,365,295</u>               | <u>\$ 85,082</u>                      | <u>\$(6,101,805)</u> | <u>\$4,513,636</u>            |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>        |                            |                           |                                  |                                       |                      |                               |
| <b>CURRENT LIABILITIES:</b>                        |                            |                           |                                  |                                       |                      |                               |
| Current portion of long-term debt                  | \$ —                       | \$ 15,500                 | \$ —                             | \$ —                                  | \$ —                 | \$ 15,500                     |
| Accounts payable                                   | —                          | 8,071                     | 49,944                           | 4,889                                 | (794)                | 62,110                        |
| Accrued liabilities                                | —                          | 52,525                    | 65,178                           | 2,609                                 | —                    | 120,312                       |
| Income taxes payable                               | —                          | 5,561                     | 3,155                            | 221                                   | —                    | 8,937                         |
| Total current liabilities                          | —                          | 81,657                    | 118,277                          | 7,719                                 | (794)                | 206,859                       |
| LONG-TERM DEBT                                     | —                          | 3,122,875                 | —                                | —                                     | —                    | 3,122,875                     |
| DEFERRED INCOME TAXES                              | —                          | 199,610                   | 110,841                          | —                                     | —                    | 310,451                       |
| OTHER NON-CURRENT LIABILITIES                      | —                          | 26,717                    | 35,785                           | —                                     | —                    | 62,502                        |
| Total liabilities                                  | —                          | 3,430,859                 | 264,903                          | 7,719                                 | (794)                | 3,702,687                     |
| STOCKHOLDERS' EQUITY                               | 810,949                    | 923,256                   | 5,100,392                        | 77,363                                | (6,101,011)          | 810,949                       |
| <b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>  | <u>\$810,949</u>           | <u>\$4,354,115</u>        | <u>\$5,365,295</u>               | <u>\$ 85,082</u>                      | <u>\$(6,101,805)</u> | <u>\$4,513,636</u>            |

**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING STATEMENT OF INCOME**  
**FOR THE TWENTY-SIX WEEK PERIOD ENDED MARCH 31, 2012**  
**(Amounts in thousands)**

|                                     | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u> | <u>Total<br/>Consolidated</u> |
|-------------------------------------|----------------------------|---------------------------|----------------------------------|---------------------------------------|---------------------|-------------------------------|
| NET SALES                           | \$ —                       | \$ 52,136                 | \$692,146                        | \$ 35,029                             | \$ (3,369)          | \$ 775,942                    |
| COST OF SALES                       | —                          | 30,404                    | 286,659                          | 26,653                                | (3,369)             | 340,347                       |
| GROSS PROFIT                        | —                          | 21,732                    | 405,487                          | 8,376                                 | —                   | 435,595                       |
| SELLING AND ADMINISTRATIVE EXPENSES | —                          | 28,330                    | 58,395                           | 4,599                                 | —                   | 91,324                        |
| AMORTIZATION OF INTANGIBLE ASSETS   | —                          | 312                       | 20,792                           | 674                                   | —                   | 21,778                        |
| INCOME (LOSS) FROM OPERATIONS       | —                          | (6,910)                   | 326,300                          | 3,103                                 | —                   | 322,493                       |
| INTEREST EXPENSE - Net              | —                          | 100,346                   | 244                              | 771                                   | —                   | 101,361                       |
| EQUITY IN INCOME OF SUBSIDIARIES    | (146,657)                  | (216,157)                 | —                                | —                                     | 362,814             | —                             |
| INCOME BEFORE INCOME TAXES          | 146,657                    | 108,901                   | 326,056                          | 2,332                                 | (362,814)           | 221,132                       |
| INCOME TAX PROVISION (BENEFIT)      | —                          | (37,756)                  | 111,227                          | 1,004                                 | —                   | 74,475                        |
| NET INCOME                          | <u>\$ 146,657</u>          | <u>\$ 146,657</u>         | <u>\$214,829</u>                 | <u>\$ 1,328</u>                       | <u>\$ (362,814)</u> | <u>\$ 146,657</u>             |

**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS**  
**FOR THE TWENTY-SIX WEEK PERIOD ENDED APRIL 2, 2011**  
**(Amounts in thousands)**

|   | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u> | <u>Total<br/>Consolidated</u> |
|---|----------------------------|---------------------------|----------------------------------|---------------------------------------|---------------------|-------------------------------|
| NET SALES   | \$ —                       | \$ 37,365                 | \$492,105                        | \$ 11,376                             | \$ (2,987)          | \$ 537,859                    |
| COST OF SALES   | —                          | 21,965                    | 223,880                          | 9,149                                 | (2,155)             | 252,839                       |
| GROSS PROFIT  | —                          | 15,400                    | 268,225                          | 2,227                                 | (832)               | 285,020                       |
| SELLING AND ADMINISTRATIVE EXPENSES                             | —                          | 18,622                    | 44,037                           | 1,032                                 | —                   | 63,691                        |
| AMORTIZATION OF INTANGIBLE ASSETS                               | —                          | 312                       | 14,808                           | 619                                   | —                   | 15,739                        |
| INCOME (LOSS) FROM OPERATIONS                                   | —                          | (3,534)                   | 209,380                          | 576                                   | (832)               | 205,590                       |
| INTEREST EXPENSE - Net  | —                          | 85,659                    | 528                              | 506                                   | —                   | 86,693                        |
| REFINANCING COSTS   | —                          | 72,379                    | —                                | —                                     | —                   | 72,379                        |
| EQUITY IN INCOME OF SUBSIDIARIES                                | (48,459)                   | (155,794)                 | —                                | —                                     | 204,253             | —                             |
| INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE<br>INCOME TAXES | 48,459                     | (5,778)                   | 208,852                          | 70                                    | (205,085)           | 46,518                        |
| INCOME TAX PROVISION (BENEFIT)                                  | —                          | (54,237)                  | 71,100                           | 111                                   | —                   | 16,974                        |
| INCOME (LOSS) FROM CONTINUING OPERATIONS                        | 48,459                     | 48,459                    | 137,752                          | (41)                                  | (205,085)           | 29,544                        |
| INCOME FROM DISCONTINUED OPERATIONS, NET OF TAX                 | —                          | —                         | 6,732                            | 12,183                                | —                   | 18,915                        |
| NET INCOME  | <u>\$ 48,459</u>           | <u>\$ 48,459</u>          | <u>\$144,484</u>                 | <u>\$ 12,142</u>                      | <u>\$ (205,085)</u> | <u>\$ 48,459</u>              |

**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS**  
**FOR THE TWENTY-SIX WEEK PERIOD ENDED MARCH 31, 2012**  
**(Amounts in thousands)**

|  | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u> | <u>Total<br/>Consolidated</u> |
|--|----------------------------|---------------------------|----------------------------------|---------------------------------------|---------------------|-------------------------------|
| <b>NET CASH PROVIDED BY (USED IN) OPERATING<br/>ACTIVITIES</b>     | \$ —                       | \$ (53,599)               | \$ 215,749                       | \$ 1,958                              | \$ 696              | \$ 164,804                    |
| <b>INVESTING ACTIVITIES:</b>                                       |                            |                           |                                  |                                       |                     |                               |
| Capital expenditures   | —                          | (829)                     | (8,115)                          | (165)                                 | —                   | (9,109)                       |
| Acquisition of businesses, net of cash acquired                    | —                          | (833,512)                 | —                                | —                                     | —                   | (833,512)                     |
| Net cash used in investing activities                              | <u>—</u>                   | <u>(834,341)</u>          | <u>(8,115)</u>                   | <u>(165)</u>                          | <u>—</u>            | <u>(842,621)</u>              |
| <b>FINANCING ACTIVITIES:</b>                                       |                            |                           |                                  |                                       |                     |                               |
| Intercompany activities  | (14,545)                   | 217,320                   | (202,440)                        | 361                                   | (696)               | —                             |
| Excess tax benefits related to share-based payment<br>arrangements | 24,231                     | —                         | —                                | —                                     | —                   | 24,231                        |
| Proceeds from exercise of stock options                            | 7,316                      | —                         | —                                | —                                     | —                   | 7,316                         |
| Dividends paid   | (3,299)                    | —                         | —                                | —                                     | —                   | (3,299)                       |
| Treasury stock purchased   | (846)                      | —                         | —                                | —                                     | —                   | (846)                         |
| Proceeds from new senior secured credit facility-net               | —                          | 484,713                   | —                                | —                                     | —                   | 484,713                       |
| Repayment on new senior secured credit facility                    | —                          | (9,000)                   | —                                | —                                     | —                   | (9,000)                       |
| Net cash provided by (used in) financing activities                | <u>12,857</u>              | <u>693,033</u>            | <u>(202,440)</u>                 | <u>361</u>                            | <u>(696)</u>        | <u>503,115</u>                |
| <b>INCREASE (DECREASE) IN CASH AND CASH<br/>EQUIVALENTS</b>        | 12,857                     | (194,907)                 | 5,194                            | 2,154                                 | —                   | (174,702)                     |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF<br/>PERIOD</b>          | <u>5,695</u>               | <u>360,074</u>            | <u>2,115</u>                     | <u>8,299</u>                          | <u>—</u>            | <u>376,183</u>                |
| <b>CASH AND CASH EQUIVALENTS, END OF PERIOD</b>                    | <u>\$ 18,552</u>           | <u>\$ 165,167</u>         | <u>\$ 7,309</u>                  | <u>\$ 10,453</u>                      | <u>\$ —</u>         | <u>\$ 201,481</u>             |

**TRANSDIGM GROUP INCORPORATED**  
**CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS**  
**FOR THE TWENTY-SIX WEEK PERIOD ENDED APRIL 2, 2011**  
**(Amounts in thousands)**

|   | <u>TransDigm<br/>Group</u> | <u>TransDigm<br/>Inc.</u> | <u>Subsidiary<br/>Guarantors</u> | <u>Non-Guarantor<br/>Subsidiaries</u> | <u>Eliminations</u> | <u>Total<br/>Consolidated</u> |
|---|----------------------------|---------------------------|----------------------------------|---------------------------------------|---------------------|-------------------------------|
| <b>NET CASH PROVIDED BY (USED IN)</b>                           |                            |                           |                                  |                                       |                     |                               |
| OPERATING ACTIVITIES  | \$ —                       | \$ (49,933)               | \$ 237,165                       | \$ (57,697)                           | \$ (384)            | \$ 129,151                    |
| <b>INVESTING ACTIVITIES:</b>                                    |                            |                           |                                  |                                       |                     |                               |
| Capital expenditures  | —                          | (1,619)                   | (1,270)                          | (5,497)                               | —                   | (8,386)                       |
| Cash proceeds from sale of discontinued operations              | —                          | 240,000                   | —                                | —                                     | —                   | 240,000                       |
| Acquisition of businesses, net of cash acquired                 | —                          | (1,362,202)               | —                                | —                                     | —                   | (1,362,202)                   |
| Net cash used in investing activities                           | —                          | (1,123,821)               | (1,270)                          | (5,497)                               | —                   | (1,130,588)                   |
| <b>FINANCING ACTIVITIES:</b>                                    |                            |                           |                                  |                                       |                     |                               |
| Intercompany activities   | (8,907)                    | 166,988                   | (229,973)                        | 71,508                                | 384                 | —                             |
| Excess tax benefits related to share-based payment arrangements | 12,440                     | —                         | —                                | —                                     | —                   | 12,440                        |
| Proceeds from exercise of stock options                         | 6,219                      | —                         | —                                | —                                     | —                   | 6,219                         |
| Dividends paid  | (2,810)                    | —                         | —                                | —                                     | —                   | (2,810)                       |
| Proceeds from new senior secured credit facility - net          | —                          | 1,500,048                 | —                                | —                                     | —                   | 1,500,048                     |
| Repayment on new senior secured credit facility                 | —                          | (3,875)                   | —                                | —                                     | —                   | (3,875)                       |
| Proceeds from 2018 senior subordinated notes - net              | —                          | 1,582,534                 | —                                | —                                     | —                   | 1,582,534                     |
| Repurchase of 2014 senior subordinated notes                    | —                          | (1,041,894)               | —                                | —                                     | —                   | (1,041,894)                   |
| Repayment of previous senior secured credit facility            | —                          | (780,000)                 | —                                | —                                     | —                   | (780,000)                     |
| Net cash provided by (used in) financing activities             | 6,942                      | 1,423,801                 | (229,973)                        | 71,508                                | 384                 | 1,272,662                     |
| <b>INCREASE IN CASH AND CASH EQUIVALENTS</b>                    | 6,942                      | 250,047                   | 5,922                            | 8,314                                 | —                   | 271,225                       |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD</b>           | 4,884                      | 226,200                   | 3,028                            | —                                     | —                   | 234,112                       |
| <b>CASH AND CASH EQUIVALENTS, END OF PERIOD</b>                 | <u>\$ 11,826</u>           | <u>\$ 476,247</u>         | <u>\$ 8,950</u>                  | <u>\$ 8,314</u>                       | <u>\$ —</u>         | <u>\$ 505,337</u>             |

\* \* \* \* \*

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion of the Company's financial condition and results of operations should be read together with TD Group's consolidated financial statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q. References in this section to "TransDigm," "the Company," "we," "us," "our," and similar references refer to TD Group, TransDigm Inc. and TransDigm Inc.'s subsidiaries, unless the context otherwise indicates. The following discussion may contain predictions, estimates and other forward-looking statements that involve a number of risks and uncertainties, including those discussed in this report. These risks could cause our actual results to differ materially from any future performance suggested below.*

This Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, in particular, the statements about the Company's plans, strategies and prospects under this section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations." Although the Company believes that its plans, intentions and expectations reflected in or suggested by such forward-looking statements are reasonable, the Company can give no assurance that such plans, intentions or expectations will be achieved. Many of the factors affecting these forward-looking statements are outside the control of the Company. Consequently, such forward-looking statements should be regarded solely as the Company's current plans, estimates and beliefs. The Company does not undertake, and specifically declines, any obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events, except as required by applicable law. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the foregoing cautionary statements.

Important factors that could cause actual results to differ materially from the forward-looking statements made in this Quarterly Report on Form 10-Q include but are not limited to: the sensitivity of our business to the number of flight hours that our customers' planes spend aloft and our customers' profitability, both of which are affected by general economic conditions; future terrorist attacks; our reliance on certain customers; the U.S. defense budget and risks associated with being a government supplier; failure to maintain government or industry approvals; failure to complete or successfully integrate acquisitions; our substantial indebtedness; potential environmental liabilities; and other factors. Please refer to the other information included in this Quarterly Report on Form 10-Q and to the Annual Report on Form 10-K for additional information regarding the foregoing factors that may affect our business.

### Overview

We believe we are a leading global designer, producer and supplier of highly engineered aircraft components for use on nearly all commercial and military aircraft in service today. Our business is well diversified due to the broad range of products we offer to our customers. Some of our more significant product offerings, substantially all of which are ultimately provided to end-users in the aerospace industry, include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, NiCad batteries and chargers, engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, cockpit security components and systems, specialized cockpit displays, aircraft audio systems, specialized lavatory components, seatbelts and safety restraints, engineered interior surfaces and lighting and control technology. Each of these product offerings is composed of many individual products that are typically customized to meet the needs of a particular aircraft platform or customer.

For the second quarter of fiscal 2012, we generated net sales of \$423.5 million and net income of \$81.6 million. EBITDA As Defined was \$203.1 million, or 48.0% of net sales. See below for certain information regarding EBITDA and EBITDA As Defined, including reconciliations of EBITDA and EBITDA As Defined to net income and net cash provided by operating activities.

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### **Certain Acquisitions and Divestitures**

#### AmSafe Global Holdings, Inc. Acquisition

On February 15, 2012, TransDigm Inc. acquired AmSafe Global Holdings, Inc. (“AmSafe”), for approximately \$749.3 million in cash, subject to adjustments based on the level of working capital as of the closing date of the acquisition. AmSafe is a leading supplier of innovative, highly engineered and proprietary safety and restraint equipment used primarily in the global aerospace industry. These products fit well with TransDigm’s overall business direction. The Company is in the process of obtaining information to value certain tangible and intangible assets of AmSafe, and therefore the condensed consolidated financial statements at March 31, 2012 reflect a preliminary purchase price allocation for the business.

#### Harco Laboratories Acquisition

On December 9, 2011, TransDigm Inc. acquired all of the outstanding stock of Harco Laboratories, Incorporated (“Harco”), for approximately \$83.3 million in cash, which includes a purchase price adjustment of \$0.4 million paid in the second quarter of fiscal 2012. Harco designs and manufactures highly engineered thermocouples, sensors, engine cable assemblies and related products for commercial aircraft. These products fit well with TransDigm’s overall business direction. The Company is in the process of obtaining information to value certain tangible and intangible assets of Harco, and therefore the condensed consolidated financial statements at March 31, 2012 reflect a preliminary purchase price allocation for the business.

#### Schneller Holdings Acquisition

On August 31, 2011, TransDigm Inc. acquired all of the outstanding equity interests in Schneller Holdings LLC (“Schneller”) for approximately \$288.6 million in cash, which includes a purchase price adjustment of \$1.0 million paid in the first quarter of fiscal 2012. Schneller designs and manufactures proprietary, highly engineered laminates, thermoplastics, and non-textile flooring for use primarily on side walls, lavatories, galleys, bulkheads and cabin floors for commercial aircraft. These products fit well with TransDigm’s overall business direction. The Company is in the process of obtaining information to value certain tangible and intangible assets of Schneller, and therefore the condensed consolidated financial statements at March 31, 2012 reflect a preliminary purchase price allocation for the business.

#### Talley Actuation Acquisition

On December 31, 2010, AeroControlex Group, Inc., a wholly owned subsidiary of TransDigm Inc., acquired the actuation business of Telair International Inc. (“Talley Actuation”), a wholly-owned subsidiary of Teleflex Incorporated, for approximately \$93.6 million in cash, which includes a purchase price adjustment of \$0.3 million received in the third quarter of fiscal 2011. Talley Actuation manufactures proprietary, highly engineered electro-mechanical products and other components for commercial and military aircraft. These products fit well with TransDigm’s overall business direction.

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### McKechnie Aerospace Holdings, Inc. Acquisition

On December 6, 2010, TransDigm Inc. acquired all of the outstanding stock of McKechnie Aerospace Holdings Inc. (“McKechnie Aerospace”), for approximately \$1.27 billion in cash, which includes a purchase price adjustment of \$0.3 million paid in the third quarter of fiscal 2011. McKechnie Aerospace, through its subsidiaries, is a leading global designer, producer and supplier of aerospace components, assemblies and subsystems for commercial aircraft, regional/business jets, military fixed wing and rotorcraft. Some of the businesses acquired as part of McKechnie Aerospace have since been divested (see below). The remaining products fit well with TransDigm’s overall business direction.

### Aero Quality Sales Divestiture

On April 7, 2011, the Company completed the divestiture of Aero Quality Sales (“AQS”) to Satair A/S for approximately \$31.8 million in cash, which includes a \$1.8 million working capital adjustment received in the third quarter of fiscal 2011. AQS, which was acquired as part of the McKechnie Aerospace acquisition, is a distributor and service center of aircraft batteries and battery support equipment. The Company’s Chairman and Chief Executive Officer, W. Nicholas Howley was a director of Satair A/S from 2006 through October 2011. Mr. Howley disclosed his relationship with Satair A/S to the Company’s board of directors and abstained from the related vote.

### Fastener Business Divestiture

On March 9, 2011, the Company completed the divestiture of its fastener business for approximately \$239.6 million in cash, which includes a preliminary working capital adjustment of \$0.4 million paid in the third quarter of fiscal 2011. This business, which was acquired as part of the McKechnie Aerospace acquisition, is made up of Valley-Todeco, Inc. and Linread Ltd. The business designs and manufactures fasteners, fastening systems and bearings for commercial, military and general aviation aircraft.

### **Non-GAAP Financial Measures**

We present below certain financial information based on our EBITDA and EBITDA As Defined. References to “EBITDA” mean earnings before interest, taxes, depreciation and amortization, and references to “EBITDA As Defined” mean EBITDA plus, as applicable for each relevant period, certain adjustments as set forth in the reconciliations of net income to EBITDA and EBITDA As Defined and the reconciliations of net cash provided by operating activities to EBITDA and EBITDA As Defined presented below.

Neither EBITDA nor EBITDA As Defined is a measurement of financial performance under accounting principles generally accepted in the United States of America (“GAAP”). We present EBITDA and EBITDA As Defined because we believe they are useful indicators for evaluating operating performance and liquidity.

Our management believes that EBITDA and EBITDA As Defined are useful as indicators of liquidity because securities analysts, investors, rating agencies and others use EBITDA to evaluate a company’s ability to incur and service debt. In addition, EBITDA As Defined is useful to investors because our revolving credit facility under our senior secured credit facility requires compliance, on a pro forma basis, with a financial covenant that measures the ratio of the amount of our secured indebtedness to the amount of our Consolidated EBITDA defined in the same manner as we define EBITDA As Defined herein. This financial covenant is a material term of our senior secured credit facility as the failure to comply with such financial covenant could result in an event of default in respect of the revolving credit facility (and such an event of default could, in turn, result in an event of default under the indentures governing our 7<sup>3/4</sup>% senior subordinated notes).

In addition to the above, our management uses EBITDA As Defined to review and assess the performance of the management team in connection with employee incentive programs and to prepare its annual budget and financial projections. Moreover, our management uses EBITDA As Defined to evaluate acquisitions.



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Although we use EBITDA and EBITDA As Defined as measures to assess the performance of our business and for the other purposes set forth above, the use of these non-GAAP financial measures as analytical tools has limitations, and you should not consider any of them in isolation, or as a substitute for analysis of our results of operations as reported in accordance with GAAP. Some of these limitations are:

- neither EBITDA nor EBITDA As Defined reflects the significant interest expense, or the cash requirements necessary to service interest payments, on our indebtedness;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and neither EBITDA nor EBITDA As Defined reflects any cash requirements for such replacements;
- the omission of the substantial amortization expense associated with our intangible assets further limits the usefulness of EBITDA and EBITDA As Defined;
- neither EBITDA nor EBITDA As Defined includes the payment of taxes, which is a necessary element of our operations; and
- EBITDA As Defined excludes the cash expense we have incurred to integrate acquired businesses into our operations, which is a necessary element of certain of our acquisitions.

Because of these limitations, EBITDA and EBITDA As Defined should not be considered as measures of discretionary cash available to us to invest in the growth of our business. Management compensates for these limitations by not viewing EBITDA or EBITDA As Defined in isolation and specifically by using other GAAP measures, such as net income, net sales and operating profit, to measure our operating performance. Neither EBITDA nor EBITDA As Defined is a measurement of financial performance under GAAP, and neither should be considered as an alternative to net income or cash flow from operations determined in accordance with GAAP. Our calculation of EBITDA and EBITDA As Defined may not be comparable to the calculation of similarly titled measures reported by other companies.

The following table sets forth a reconciliation of net income to EBITDA and EBITDA As Defined (in thousands):

|  | <u>Thirteen Week Periods Ended</u> |                          | <u>Twenty-Six Week Periods Ended</u> |                          |
|--|------------------------------------|--------------------------|--------------------------------------|--------------------------|
|  | <u>March 31,<br/>2012</u>          | <u>April 2,<br/>2011</u> | <u>March 31,<br/>2012</u>            | <u>April 2,<br/>2011</u> |
| Net income   | \$ 81,552                          | \$ 55,817                | \$ 146,657                           | \$ 48,459                |
| Less income from discontinued operations                 | —                                  | 19,120                   | —                                    | 18,915                   |
| Income from continuing operations                        | 81,552                             | 36,697                   | 146,657                              | 29,544                   |
| Adjustments:   |                                    |                          |                                      |                          |
| Depreciation and amortization expense                    | 15,247                             | 16,684                   | 33,029                               | 25,300                   |
| Interest expense, net                                    | 52,300                             | 54,137                   | 101,361                              | 86,693                   |
| Income tax provision                                     | 43,375                             | 20,758                   | 74,475                               | 16,974                   |
| EBITDA, excluding discontinued operations                | 192,474                            | 128,276                  | 355,522                              | 158,511                  |
| Adjustments:   |                                    |                          |                                      |                          |
| Inventory purchase accounting adjustments <sup>(1)</sup> | 5,308                              | 11,495                   | 8,459                                | 13,601                   |
| Acquisition integration costs <sup>(2)</sup>             | 832                                | 2,146                    | 3,384                                | 5,985                    |
| Acquisition transaction-related expenses <sup>(3)</sup>  | 2,399                              | 293                      | 4,148                                | 2,094                    |
| Stock option expense <sup>(4)</sup>                      | 4,887                              | 2,197                    | 8,535                                | 4,054                    |
| Other acquisition accounting adjustments                 | (2,792)                            | —                        | (2,792)                              | —                        |
| Refinancing costs <sup>(5)</sup>                         | —                                  | 1,649                    | —                                    | 72,379                   |
| EBITDA As Defined  | <u>\$ 203,108</u>                  | <u>\$ 146,056</u>        | <u>\$ 377,256</u>                    | <u>\$ 256,624</u>        |

- (1) Represents accounting adjustments to inventory associated with acquisitions of businesses and product lines that were charged to cost of sales when the inventory was sold.
- (2) Represents costs incurred to integrate acquired businesses and product lines into TD Group's operations, facility relocation costs and other acquisition-related costs.

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- (3) Represents transaction-related costs comprising deal fees; legal, financial and tax due diligence expenses; and valuation costs that are required to be expensed as incurred.
- (4) Represents the compensation expense recognized by TD Group under our stock option plans.
- (5) Represents costs incurred in connection with the refinancing in December 2010, including the premium paid to redeem our 7 3/4% senior subordinated notes due 2014, the write off of debt issue costs and unamortized note premium and discount and settlement of the interest rate swap agreement and other expenses.

The following table sets forth a reconciliation of net cash provided by operating activities to EBITDA and EBITDA As Defined (in thousands):

|   | <u>Twenty-Six Week Periods Ended</u> |                          |
|---|--------------------------------------|--------------------------|
|   | <u>March 31,<br/>2012</u>            | <u>April 2,<br/>2011</u> |
| Net Cash Provided by Operating Activities   | \$ 164,804                           | \$ 129,151               |
| Adjustments:  |                                      |                          |
| Changes in assets and liabilities, net of effects from acquisitions of businesses | 1,457                                | (76,706)                 |
| Interest expense, net <sup>(1)</sup>  | 95,620                               | 82,068                   |
| Income tax provision - current  | 77,945                               | 86,352                   |
| Non-cash equity compensation <sup>(2)</sup>                                       | (8,535)                              | (4,054)                  |
| Excess tax benefit from exercise of stock options                                 | 24,231                               | 12,440                   |
| Refinancing costs <sup>(3)</sup>  | —                                    | (72,379)                 |
| <b>EBITDA</b>   | <b>355,522</b>                       | <b>156,872</b>           |
| Adjustments:  |                                      |                          |
| Inventory purchase accounting adjustments <sup>(4)</sup>                          | 8,459                                | 17,356                   |
| Acquisition integration costs <sup>(5)</sup>                                      | 3,384                                | 5,985                    |
| Acquisition transaction-related expenses <sup>(6)</sup>                           | 4,148                                | 2,094                    |
| Stock option expense <sup>(7)</sup>   | 8,535                                | 4,054                    |
| Other acquisition accounting adjustments  | (2,792)                              | —                        |
| Refinancing costs <sup>(3)</sup>  | —                                    | 72,379                   |
| EBITDA from discontinued operations   | —                                    | (2,116)                  |
| <b>EBITDA As Defined</b>  | <b>\$ 377,256</b>                    | <b>\$ 256,624</b>        |

- (1) Represents interest expense excluding the amortization of debt issue costs and note premium and discount.
- (2) Represents the compensation expense recognized by TD Group under our stock plans.
- (3) Represents costs incurred in connection with the refinancing in December 2010, including the premium paid to redeem our 7 3/4% senior subordinated notes due 2014, the write off of debt issue costs and unamortized note premium and discount and settlement of the interest rate swap agreement and other expenses.

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- (4) Represents accounting adjustments to inventory associated with acquisitions of businesses and product lines that were charged to cost of sales when the inventory was sold.
- (5) Represents costs incurred to integrate acquired businesses and product lines into TD Group's operations, facility relocation costs and other acquisition-related costs.
- (6) Represents transaction-related costs comprising deal fees; legal, financial and tax due diligence expenses; and valuation costs that are required to be expensed as incurred.
- (7) Represents the compensation expense recognized by TD Group under our stock option plans.

### **Critical Accounting Policies**

Our consolidated financial statements have been prepared in accordance with GAAP, which often requires the judgment of management in the selection and application of certain accounting principles and methods. Management believes that the quality and reasonableness of our most critical policies enable the fair presentation of our financial position and results of operations. However, investors are cautioned that the sensitivity of financial statements to these methods, assumptions and estimates could create materially different results under different conditions or using different assumptions.

A summary of our significant accounting policies and estimates is included in the Annual Report on Form 10-K for the year ended September 30, 2011. There have been no significant changes to our critical accounting policies during the twenty-six week period ended March 31, 2012.

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### Results of Operations

The following table sets forth, for the periods indicated, certain operating data of the Company, including presentation of the amounts as a percentage of net sales (amounts in thousands):

|   | Thirteen Week Periods Ended |            |               |            |
|---|-----------------------------|------------|---------------|------------|
|   | March 31, 2012              | % of Sales | April 2, 2011 | % of Sales |
| Net sales                                       | \$ 423,469                  | 100.0%     | \$ 304,307    | 100.0%     |
| Cost of sales                                   | 187,429                     | 44.3       | 146,433       | 48.1       |
| Selling and administrative expenses             | 49,474                      | 11.6       | 33,171        | 10.9       |
| Amortization of intangible assets               | 9,339                       | 2.2        | 11,462        | 3.8        |
| Income from operations                          | 177,227                     | 41.9       | 113,241       | 37.2       |
| Interest expense, net                           | 52,300                      | 12.4       | 54,137        | 17.8       |
| Refinancing costs                               | —                           | —          | 1,649         | 0.5        |
| Income tax provision                            | 43,375                      | 10.2       | 20,758        | 6.8        |
| Income from continuing operations               | 81,552                      | 19.3       | 36,697        | 12.1       |
| Income from discontinued operations, net of tax | —                           | —          | 19,120        | 6.2        |
| Net income                                      | \$ 81,552                   | 19.3%      | \$ 55,817     | 18.3%      |

|   | Twenty-Six Week Periods Ended |            |               |            |
|---|-------------------------------|------------|---------------|------------|
|   | March 31, 2012                | % of Sales | April 2, 2011 | % of Sales |
| Net sales                                       | \$ 775,942                    | 100.0%     | \$ 537,859    | 100.0%     |
| Cost of sales                                   | 340,347                       | 43.9       | 252,839       | 47.0       |
| Selling and administrative expenses             | 91,324                        | 11.7       | 63,691        | 11.9       |
| Amortization of intangible assets               | 21,778                        | 2.8        | 15,739        | 2.9        |
| Income from operations                          | 322,493                       | 41.6       | 205,590       | 38.2       |
| Interest expense, net                           | 101,361                       | 13.1       | 86,693        | 16.1       |
| Refinancing costs                               | —                             | —          | 72,379        | 13.5       |
| Income tax provision                            | 74,475                        | 9.6        | 16,974        | 3.1        |
| Income from continuing operations               | 146,657                       | 18.9       | 29,544        | 5.5        |
| Income from discontinued operations, net of tax | —                             | —          | 18,915        | 3.5        |
| Net income                                      | \$ 146,657                    | 18.9%      | \$ 48,459     | 9.0%       |

**Changes in Results of Operations**

**Thirteen week period ended March 31, 2012 compared with the thirteen week period ended April 2, 2011.**

- **Net Sales.** Net organic and acquisition sales and the related dollar and percentage changes for the thirteen week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|                   | Thirteen Week Periods Ended |                 | Change          | % Change<br>Total Sales |
|-------------------|-----------------------------|-----------------|-----------------|-------------------------|
|                   | March 31, 2012              | April 2, 2011   |                 |                         |
| Organic sales     | \$ 349.7                    | \$ 304.3        | \$ 45.4         | 14.9%                   |
| Acquisition sales | 73.8                        | —               | 73.8            | 24.2%                   |
|                   | <u>\$ 423.5</u>             | <u>\$ 304.3</u> | <u>\$ 119.2</u> | <u>39.2%</u>            |

Acquisition sales represent sales of acquired businesses for the period up to one year subsequent to their acquisition dates. The amount of acquisition sales shown in the table above resulted from the acquisitions of Schneller in fiscal 2011 and Harco and AmSafe in fiscal 2012.

The organic sales growth was primarily due to an increase of \$30.5 million, or a 35.9% increase in commercial OEM sales, and an increase of \$6.4 million, or a 5.2% increase in commercial aftermarket sales, resulting primarily from improving market demand for commercial products. Commercial OEM sales includes a retroactive contract adjustment with one of our key customers for approximately \$6 million. Defense sales increased by \$8.5 million, or 10.0% of defense sales, for the quarter ended March 31, 2012 compared to the quarter ended April 2, 2011.

- **Cost of Sales and Gross Profit.** Cost of sales increased by \$41.0 million, or 28.0%, to \$187.4 million for the quarter ended March 31, 2012 compared to \$146.4 million for the quarter ended April 2, 2011. Cost of sales and the related percentage of total sales for the thirteen week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|   | Thirteen Week Periods Ended |                 | Change         | % Change     |
|---|-----------------------------|-----------------|----------------|--------------|
|   | March 31, 2012              | April 2, 2011   |                |              |
| Cost of sales - excluding acquisition-related costs below | \$ 181.3                    | \$ 132.8        | \$ 48.5        | 36.5%        |
| % of total sales  | 42.8%                       | 43.6%           |                |              |
| Inventory purchase accounting adjustments                 | 5.3                         | 11.5            | (6.2)          | -53.9%       |
| % of total sales  | 1.3%                        | 3.8%            |                |              |
| Acquisition integration costs                             | 0.8                         | 2.1             | (1.3)          | -61.9%       |
| % of total sales  | 0.2%                        | 0.7%            |                |              |
| Total cost of sales                                       | <u>\$ 187.4</u>             | <u>\$ 146.4</u> | <u>\$ 41.0</u> | <u>28.0%</u> |
| % of total sales  | <u>44.3%</u>                | <u>48.1%</u>    |                |              |
| Gross profit  | <u>\$ 236.0</u>             | <u>\$ 157.9</u> | <u>\$ 78.1</u> | <u>49.5%</u> |
| Gross profit percentage                                   | <u>55.7%</u>                | <u>51.9%</u>    |                |              |

The increase in the dollar amount of cost of sales during the thirteen week period ended March 31, 2012 was primarily due to increased volume associated with organic sales growth and the sales from acquisitions partially offset by lower acquisition-related costs as shown in the table above.

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Gross profit as a percentage of sales increased by 3.8 percentage points to 55.7% for the thirteen week period ended March 31, 2012 from 51.9% for the thirteen week period ended April 2, 2011. The dollar amount of gross profit increased by \$78.1 million, or 49.5%, from the quarter ended March 31, 2012 compared to the comparable quarter last year due to the following items:

- Gross profit on the sales from the acquisitions indicated above (excluding acquisition-related costs) was approximately \$39 million for the quarter ended March 31, 2012.
- Impact of lower inventory purchase accounting adjustments and acquisition integration costs charged to cost of sales of approximately \$8 million.
- Organic sales growth described above, application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure, and providing highly engineered value-added products to customers), the impact of a retroactive contract adjustment with one of our key customers (approximately \$6 million) and positive leverage on our fixed overhead costs spread over a higher production volume, partially offset by unfavorable OEM versus aftermarket sales mix, resulted in a net increase in gross profit of approximately \$31 million for the quarter ended March 31, 2012.

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- **Selling and Administrative Expenses.** Selling and administrative expenses increased by \$16.3 million to \$49.5 million, or 11.6% of sales, for the thirteen week period ended March 31, 2012 from \$33.2 million, or 10.9% of sales, for the thirteen week period ended April 2, 2011. Selling and administrative expenses and the related percentage of total sales for the thirteen week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|   | Thirteen Week<br>Periods Ended |                | Change         | % Change |
|---|--------------------------------|----------------|----------------|----------|
|   | March 31, 2012                 | April 2, 2011  |                |          |
| Selling and administrative expenses - excluding costs below | \$ 45.7                        | \$ 31.0        | \$ 14.7        | 47.4%    |
| % of total sales  | 10.8%                          | 10.2%          |                |          |
| Stock compensation expense                                  | 4.2                            | 1.9            | 2.3            | 121.1%   |
| % of total sales  | 1.0%                           | 0.6%           |                |          |
| Other acquisition accounting adjustments                    | (2.8)                          | —              | (2.8)          | —        |
| % of total sales  | -0.7%                          | —              |                |          |
| Acquisition transaction-related expenses                    | 2.4                            | 0.3            | 2.1            | 700.0%   |
| % of total sales  | 0.6%                           | 0.1%           |                |          |
| Total selling and administrative expenses                   | <u>\$ 49.5</u>                 | <u>\$ 33.2</u> | <u>\$ 16.3</u> | 49.1%    |
| % of total sales  | 11.7%                          | 10.9%          |                |          |

The increase in the dollar amount of selling and administrative expenses during the thirteen week period ended March 31, 2012 is primarily due to higher selling and administrative expenses relating to recent acquisitions of approximately \$13 million, which was approximately 18% of the acquisition sales.

- **Amortization of Intangibles.** Amortization of intangibles decreased to \$9.3 million for the quarter ended March 31, 2012 from \$11.5 million for the comparable quarter last year. The net decrease of \$2.1 million was primarily due to order backlog relating to prior acquisitions becoming fully amortized in the first quarter of fiscal 2012 offset by amortization expense related to the additional identifiable intangible assets recognized in connection with acquisitions during the last twelve months.
- **Refinancing Costs.** Refinancing costs of \$1.6 million were recorded during the quarter ended April 2, 2011 as a result of the redemption of the remaining \$31.4 million outstanding 2014 notes.
- **Interest Expense-net.** Interest expense-net includes interest on outstanding borrowings, amortization of debt issue costs and revolving credit facility fees offset by interest income. Interest expense decreased \$1.8 million, or 3.3%, to \$52.3 million for the quarter ended March 31, 2012 from \$54.1 million for the comparable quarter last year. The net decrease in interest expense-net was primarily due to a decrease in the weighted average interest rate during the quarter ended March 31, 2012 of 6.2% compared to the average weighted interest rate during the comparable prior period of 6.9% offset by an increase in the weighted average level of outstanding borrowings, which was approximately \$3.39 billion for the quarter ended March 31, 2012 and approximately \$3.15 billion for the quarter ended April 2, 2011. The increase in borrowings was due to the additional term loan facility under the Amendment to our New Senior Secured Credit Facility related to the AmSafe acquisition which occurred in February 2012.
- **Income Taxes.** Income tax expense as a percentage of income before income taxes was approximately 34.7% for the quarter ended March 31, 2012 compared to 36.1% for the quarter ended April 2, 2011. The decrease in the effective tax rate was primarily due to an increase in the domestic manufacturing deduction and a reduction in state taxes that were partially offset by the expiration of the research and development tax credit.
- **Income from Continuing Operations.** Income from continuing operations increased by \$44.9 million, or 122.2%, to \$81.6 million for the quarter ended March 31, 2012 from \$36.7 million for the comparable period last year. Income from continuing operations increased by a higher percentage than the overall increase in sales of 39.2% due to the factors described above and summarized as follows: lower acquisition-related costs, acquisition accounting adjustments and amortization of intangible assets; refinancing costs incurred in fiscal 2011; leverage on interest expense-net (declined by 3.3%); and a lower effective income tax rate.

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- **Income from Discontinued Operations.** Income from discontinued operations comprises the net loss from discontinued operations of \$1.8 million and the after-tax net gain on sale of the fastener business of \$20.9 million recorded during the thirteen week period ended April 2, 2011.
- **Net Income.** Net income increased \$25.7 million, or 46.1%, to \$81.5 million for the quarter ended March 31, 2012 compared to net income of \$55.8 million for the quarter ended April 2, 2011, primarily as a result of the factors referred to above.
- **Earnings per Share.** The basic and diluted earnings per share were \$1.51 for the quarter ended March 31, 2012 and \$1.04 per share for the quarter ended April 2, 2011. The quarter ended April 2, 2011 comprises basic and diluted earnings per share from continuing operations of \$0.69 and basic and diluted earnings per share from discontinued operations of \$0.35. The increase in earnings per share from continuing operations of \$0.69 per share to \$1.51 per share is due to the increase in income from continuing operations of \$44.9 million, which is a result of the factors referred to above.

### **Twenty-six week period ended March 31, 2012 compared with the twenty-six week period ended April 2, 2011.**

- **Net Sales.** Net organic and acquisition sales and the related dollar and percentage changes for the twenty-six week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|                   | Twenty-Six Week Periods Ended |                 |                 | % Change<br>Total Sales |
|-------------------|-------------------------------|-----------------|-----------------|-------------------------|
|                   | March 31, 2012                | April 2, 2011   | Change          |                         |
| Organic sales     | \$ 626.2                      | \$ 537.9        | \$ 88.4         | 16.4%                   |
| Acquisition sales | 149.7                         | —               | 149.7           | 27.8%                   |
|                   | <u>\$ 775.9</u>               | <u>\$ 537.9</u> | <u>\$ 238.1</u> | <u>44.3%</u>            |

Acquisition sales represent sales of acquired businesses for the period up to one year subsequent to their acquisition dates. The amount of acquisition sales shown in the table above resulted from the acquisitions of McKechnie Aerospace, Talley Actuation and Schneller in fiscal 2011 and Harco and AmSafe in fiscal 2012.

The organic sales growth was primarily due to an increase of \$47.1 million, or a 33.1% increase in commercial OEM sales, and an increase of \$24.6 million, or a 11.2% increase in commercial aftermarket sales, resulting primarily from improving market demand for commercial products. Commercial OEM sales includes retroactive contract adjustments with a key customer amounting to approximately \$11 million. Defense sales increased by \$14.1 million, or 8.9% of defense sales, for the twenty-six week period ended March 31, 2012 compared to the twenty-six week period ended April 2, 2011.



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- **Cost of Sales and Gross Profit.** Cost of sales increased by \$87.5 million, or 34.6%, to \$340.3 million for the twenty-six week period ended March 31, 2012 compared to \$252.8 million for the twenty-six week period ended April 2, 2011. Cost of sales and the related percentage of total sales for the twenty-six week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|   | Twenty-Six Week Periods Ended |               | Change   | % Change |
|---|-------------------------------|---------------|----------|----------|
|   | March 31, 2012                | April 2, 2011 |          |          |
| Cost of sales - excluding acquisition-related costs below | \$ 330.0                      | \$ 236.7      | \$ 93.3  | 39.4%    |
| % of total sales  | 42.6%                         | 44.0%         |          |          |
| Inventory purchase accounting adjustments                 | 8.5                           | 13.6          | (5.1)    | -37.5%   |
| % of total sales  | 1.1%                          | 2.5%          |          |          |
| Acquisition integration costs                             | 1.8                           | 2.5           | (0.7)    | -28.0%   |
| % of total sales  | 0.2%                          | 0.5%          |          |          |
| Total cost of sales                                       | \$ 340.3                      | \$ 252.8      | \$ 87.5  | 34.6%    |
| % of total sales  | 43.9%                         | 47.0%         |          |          |
| Gross profit  | \$ 435.6                      | \$ 285.1      | \$ 150.5 | 52.8%    |
| Gross profit percentage                                   | 56.1%                         | 53.0%         |          |          |

The increase in the dollar amount of cost of sales during the twenty-six week period ended March 31, 2012 was primarily due to increased volume associated with organic sales growth and the sales from acquisitions partially offset by lower acquisition-related costs as shown in the table above.

Gross profit as a percentage of sales increased by 3.1 percentage points to 56.1% for the twenty-six week period ended March 31, 2012 from 53.0% for the twenty-six week period ended April 2, 2011. The dollar amount of gross profit increased by \$150.5 million, or 52.8%, from the twenty-six week period ended March 31, 2012 compared to the comparable period last year due to the following items:

- Gross profit on the sales from the acquisitions indicated above (excluding acquisition-related costs) was approximately \$79 million for the twenty-six week period ended March 31, 2012.
- Impact of lower inventory purchase accounting adjustments and acquisition integration costs charged to cost of sales of approximately \$6 million.
- Organic sales growth described above, application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure, and providing highly engineered value-added products to customers), the impact of retroactive contract adjustments with one of our key customers (approximately \$11 million) and positive leverage on our fixed overhead costs spread over a higher production volume, partially offset by unfavorable OEM versus aftermarket sales mix, resulted in a net increase in gross profit of approximately \$66 million for the twenty-six week period ended March 31, 2012.

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- Selling and Administrative Expenses.** Selling and administrative expenses increased by \$27.6 million to \$91.3 million, or 11.7% of sales, for the twenty-six week period ended March 31, 2012 from \$63.7 million, or 11.9% of sales, for the comparable period last year. Selling and administrative expenses and the related percentage of total sales for the twenty-six week periods ended March 31, 2012 and April 2, 2011 were as follows (amounts in millions):

|   | Twenty-Six Week<br>Periods Ended |                | Change         | % Change     |
|---|----------------------------------|----------------|----------------|--------------|
|   | March 31, 2012                   | April 2, 2011  |                |              |
| Selling and administrative expenses - excluding costs below | \$ 81.1                          | \$ 54.7        | \$ 26.4        | 48.3%        |
| % of total sales  | 10.5%                            | 10.2%          |                |              |
| Stock compensation expense                                  | 7.3                              | 3.4            | 3.9            | 114.7%       |
| % of total sales  | 0.9%                             | 0.6%           |                |              |
| Other acquisition accounting adjustments                    | (2.8)                            | —              | (2.8)          | —            |
| % of total sales  | -0.4%                            | —              |                |              |
| Acquisition transaction-related expenses                    | 5.7                              | 5.6            | 0.1            | 1.8%         |
| % of total sales  | 0.8%                             | 1.0%           |                |              |
| <b>Total selling and administrative expenses</b>            | <b>\$ 91.3</b>                   | <b>\$ 63.7</b> | <b>\$ 27.6</b> | <b>43.4%</b> |
| % of total sales  | 11.8%                            | 11.8%          |                |              |

The increase in the dollar amount of selling and administrative expenses during the twenty-six week period ended March 31, 2012 is primarily due to higher selling and administrative expenses relating to recent acquisitions of approximately \$22 million, which was approximately 15% of the acquisition sales.

- Amortization of Intangibles.** Amortization of intangibles increased to \$21.8 million for the twenty-six week period ended March 31, 2012 from \$15.7 million for the comparable period last year. The net increase of \$6.1 million was primarily due to amortization expense related to the additional identifiable intangible assets recognized in connection with acquisitions during the last twelve months.
- Refinancing Costs.** Refinancing costs were recorded as a result of the refinancing of TransDigm's entire debt structure in December 2010. The charge of \$72.4 million consisted of the premium of \$41.9 million paid to redeem our 7<sup>3/4</sup>% senior subordinated notes, the write-off of debt issue costs and unamortized note premium and discount of \$25.7 million, and the settlement of the interest rate swap agreement and other expenses of \$4.8 million.
- Interest Expense-net.** Interest expense-net includes interest on outstanding borrowings, amortization of debt issue costs and revolving credit facility fees offset by interest income. Interest expense increased \$14.7 million, or 16.9%, to \$101.4 million for the twenty-six week period ended March 31, 2012 from \$86.7 for the comparable period last year. The net increase in interest expense-net was primarily due to an increase in the weighted average level of outstanding borrowings, which was approximately \$3.26 billion for the twenty-six week period ended March 31, 2012 and approximately \$2.65 billion for the twenty-six week period ended April 2, 2011. The increase in borrowings was due to the debt refinancing transactions and the acquisition financing related to McKechnie Aerospace which occurred in December 2010 and the additional term loan facility under the Amendment to our New Senior Secured Credit Facility related to the AmSafe acquisition which occurred in February 2012. The weighted average interest rate on total borrowings outstanding at March 31, 2012 was approximately 5.7%.
- Income Taxes.** Income tax expense as a percentage of income before income taxes was approximately 33.7% for the twenty-six week period ended March 31, 2012 compared to 36.5% for the twenty-six week period ended April 2, 2011. The decrease in the effective tax rate was primarily due to an increase in the domestic manufacturing deduction, a reduction in state taxes and a non-recurring adjustment (benefit of \$2.8 million) to state income tax expense due to changes in state tax laws that were partially offset by the expiration of the research and development tax credit.
- Income from Continuing Operations.** Income from continuing operations increased by \$117.1 million, or 396.4%, to \$146.7 million for the twenty-six week period ended March 31, 2012 from \$29.5 million for the comparable period last year. Income from continuing operations increased by a higher percentage than the overall increase in sales of 44.3% due to the factors described above and summarized as follows: lower acquisition-related costs and acquisition accounting adjustments; refinancing costs incurred in fiscal 2011; leverage on interest expense-net (increased by only 16.9%); and a lower effective income tax rate.
- Income from Discontinued Operations.** Income from discontinued operations comprises the net loss from discontinued operations of the fastener business and AQS of \$2.0 million recorded from the date of acquisition (December 6, 2010) through April 2, 2011 and the after-tax net gain on sale of the fastener business of \$20.9 million.

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- **Net Income.** Net income increased \$98.2 million, or 202.6%, to \$146.7 million for the twenty-six week ended March 31, 2012 compared to net income of \$48.5 million for the twenty-six week period ended April 2, 2011, primarily as a result of the factors referred to above.
- **Earnings per Share.** The basic and diluted earnings per share were \$2.66 for the twenty-six week period ended March 31, 2012 and \$0.85 per share for the twenty-six week period ended April 2, 2011. Net income for the twenty-six week period ended March 31, 2012 of \$146.7 million was decreased by an allocation of dividends to participating securities of \$3.3 million resulting in net income available to common shareholders of \$143.4 million. The twenty-six week period ended April 2, 2011 comprises basic and diluted earnings per share from continuing operations of \$0.50 and basic and diluted earnings per share from discontinued operations of \$0.35. Net income for the twenty-six week period ended April 2, 2011 of \$48.4 million was decreased by an allocation of dividends to participating securities of \$2.8 million resulting in net income available to shareholders of \$45.6 million. The increase in earnings per share from continuing operations of \$0.50 per share to \$2.66 per share is due to the increase in income from continuing operations of \$117.1 million, which is a result of the factors referred to above.

### **Backlog**

As of March 31, 2012, the Company estimated its sales order backlog at \$845 million compared to an estimated sales order backlog of \$670 million as of April 2, 2011 (excluding businesses sold during fiscal 2011 and accounted for as discontinued operations). The increase in backlog is primarily due to the acquisitions of Schneller, Harco and AmSafe discussed above, totaling approximately \$84 million and an increase in orders across existing product lines in both the OEM and aftermarket. The majority of the purchase orders outstanding as of March 31, 2012 are scheduled for delivery within the next twelve months. Purchase orders may be subject to cancellation or deferral by the customer prior to shipment. The level of unfilled purchase orders at any given date during the year will be materially affected by the timing of the Company's receipt of purchase orders and the speed with which those orders are filled. Accordingly, the Company's backlog as of March 31, 2012 may not necessarily represent the actual amount of shipments or sales for any future period.

### **Foreign Operations**

Although we manufacture substantially all of our products in the United States, we manufacture some products in the United Kingdom, Belgium, Malaysia, Mexico, China and Sri Lanka. We sell our products in the United States, as well as in foreign countries. A number of risks inherent in international operations could have a material adverse effect on our results of operations, including currency fluctuations, difficulties in staffing and managing multi-national operations, general economic and political uncertainties and potential for social unrest in countries in which we operate, limitations on our ability to enforce legal rights and remedies, restrictions on the repatriation of funds, change in trade policies, tariff regulation, difficulties in obtaining export and import licenses and the risk of government financed competition.

There can be no assurance that foreign governments will not adopt regulations or take other action that would have a direct or indirect adverse impact on the business or market opportunities of the Company within such governments' countries. Furthermore, there can be no assurance that the political, cultural and economic climate outside the United States will be favorable to our operations and growth strategy.

### **Liquidity and Capital Resources**

**Operating Activities.** The Company generated \$164.8 million of cash from operating activities during the twenty-six week period ended March 31, 2012 compared to \$129.2 million during the twenty-six week period ended April 2, 2011. The net increase of \$35.6 million was due primarily to an increase in income from operations and favorable working capital management, partially offset by higher interest payments due the Company's current debt structure and higher income tax payments.

**Investing Activities.** Cash used in investing activities was \$842.6 million during the twenty-six week period ended March 31, 2012 consisting primarily of the acquisition of AmSafe and Harco and capital expenditures of \$9.1 million. Cash used in investing activities was \$1,130.6 million during the twenty-six week period ended April 2, 2011 consisting primarily of the acquisitions of McKechnie Aerospace and Talley Actuation and capital expenditures of \$8.4 million offset by the cash proceeds on the sale of the fastener business of \$240.0 million.

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*Financing Activities.* Cash provided by financing activities during the twenty-six week period ended March 31, 2012 was \$503.1 million, which comprised \$484.7 million of additional net proceeds from the Amendment under our New Senior Secured Credit Facility and \$31.5 million of cash for tax benefits related to share-based payment arrangements and from the exercise of stock options offset by \$9.0 million repayment on our New Senior Secured Credit Facility, \$3.3 million of dividend equivalent payments and \$0.8 million of treasury stock purchased. Cash provided by financing activities during the twenty-six week period ended April 2, 2011 was \$1,272.7 million, which comprised \$1,260.6 million of net proceeds from the refinancing of our entire debt structure and \$18.7 million of cash for tax benefits related to share-based payment arrangements and from the exercise of stock options offset by \$3.9 million repayment on our New Senior Secured Credit Facility and \$2.8 million of dividend equivalent payments.

### *Description of New Senior Secured Credit Facility and Indentures*

In December 2010, TransDigm entered into a senior secured credit facility, which consisted of a \$1.55 billion term loan facility and a \$245 million revolving credit facility, as amended as discussed below (collectively, the “Existing Senior Secured Credit Facility”). The proceeds of the term loan were used to pay the purchase price of and related transaction expenses associated with the acquisition of McKechnie Aerospace and repay a portion of the amounts outstanding under the previous senior secured credit facility.

On February 14, 2011, TransDigm Inc. entered into a new senior secured credit facility which provides for \$1.55 billion term loan facility, as amended as discussed below (the “New Senior Secured Credit Facility”), which was fully drawn on February 14, 2011. The New Senior Secured Credit Facility replaced the term loan under the Existing Senior Secured Credit Facility and modified certain terms of the original agreement including extending the maturity date of the term loan and modifying the interest rate provisions.

On March 25, 2011, TransDigm entered into Amendment No. 1 to the Existing Senior Secured Credit Facility. The amendment provides for a modification to certain terms of the permitted indebtedness covenant contained in the Existing Senior Secured Credit Facility to modify the requirements for incurring certain additional senior indebtedness.

On February 15, 2012, TransDigm entered into Amendment No. 1 and an Incremental Term Loan Assumption Agreement to the New Senior Secured Credit Facility. The amendment provides for an additional term loan facility in the aggregate principal amount of \$500 million. The additional term loan facility was fully drawn on February 15, 2012. The proceeds of the additional term loan facility were used to pay a portion of the purchase price of and related transaction expenses associated with the acquisition of AmSafe.

On February 15, 2012 TransDigm also entered into an Incremental Revolving Credit Assumption Agreement (the “Assumption Agreement”) to the Existing Senior Secured Credit Facility, as amended. The Assumption Agreement provides for additional revolving commitments to TransDigm in an aggregate principal amount of \$65 million, which results in a total revolving credit amount of \$310 million. No borrowings, other than the issuance of certain letters of credit discussed below, were outstanding under the Existing Senior Secured Credit Facility as of March 31, 2012.

Under the Existing Senior Secured Credit Facility, the revolving credit facility matures in December 2015. At March 31, 2012, the Company had \$7.2 million letters of credit outstanding and \$302.8 million of borrowings available under the Existing Senior Secured Credit Facility.

Under the New Senior Secured Credit Facility, the term loans mature in February 2017. The term loans under the New Senior Secured Credit Facility require quarterly principal payments totaling \$5.1 million.

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The interest rates per annum applicable to the term loans under the New Senior Secured Credit Facility will be, at TransDigm's option, equal to either an alternate base rate or an adjusted LIBO rate for one, two, three or six-month (or to the extent agreed to by each relevant lender, nine or twelve-month) interest periods chosen by TransDigm, in each case plus an applicable margin percentage. The applicable interest rate on the term loans at March 31, 2012 was 4.0%.

On June 27, 2011, the Company entered into three forward-starting interest rate swap agreements beginning December 31, 2012 to hedge the variable interest rates on the New Senior Secured Credit Facility for a fixed rate based on an aggregate notional amount of \$353 million through June 30, 2015. These forward-starting interest rate swap agreements will effectively convert the variable interest rate on the aggregate notional amount of the New Senior Secured Credit Facility to a fixed rate of 5.17% over the term of the interest rate swap agreements.

All of the indebtedness outstanding under the credit facilities is guaranteed by TD Group and all of TransDigm's current and future domestic restricted subsidiaries (other than immaterial subsidiaries), and is secured by a first priority security interest in substantially all of the existing and future property and assets, including inventory, equipment, general intangibles, intellectual property, investment property and other personal property (but excluding leasehold interests and certain other assets) of TransDigm and all of TransDigm's existing and future domestic restricted subsidiaries (other than immaterial subsidiaries), and a first priority pledge of the capital stock of TransDigm and its domestic subsidiaries and 65% of the voting capital stock of certain of TransDigm's foreign subsidiaries.

The credit facilities contain certain covenants that limit the ability of TD Group, TransDigm and TransDigm's restricted subsidiaries to, among other things, incur or guarantee additional indebtedness or issue preferred stock, pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt, make investments, sell assets, enter into agreements that restrict distributions or other payments from restricted subsidiaries to TransDigm, incur or suffer to exist liens securing indebtedness, consolidate, merge or transfer all or substantially all of their assets, and engage in transactions with affiliates. At March 31, 2012, TransDigm was in compliance with all of the covenants contained in the credit facilities.

The term loan under the New Senior Secured Credit Facility requires mandatory prepayments of principal based on certain percentages of Excess Cash Flow (as therein defined), commencing 90 days after the end of each fiscal year, commencing with the fiscal year ending September 30, 2012, subject to certain exceptions. In addition, subject to certain exceptions (including, with respect to asset sales, the reinvestment in productive assets), TransDigm will be required to prepay the loans outstanding under the term loan facility at 100% of the principal amount thereof, plus accrued and unpaid interest, with the net cash proceeds of certain asset sales and issuance or incurrence of certain indebtedness.

In December 2010, TransDigm issued \$1.6 billion in aggregate principal amount of its 7<sup>3</sup>/<sub>4</sub>% Senior Subordinated Notes due 2018 (the "2018 Notes") at an issue price of 100% of the principal amount. The 2018 Notes represent unsecured obligations of TransDigm Inc. ranking subordinate to TransDigm Inc.'s senior debt, as defined in the indenture governing the 2018 Notes (the "Indenture"). Such notes do not require principal payments prior to their maturity in December 2018. Interest under the 2018 Notes is payable semi-annually.

### *Certain Restrictive Covenants in Our Debt Documents*

The credit facilities and the Indenture contain restrictive covenants that, among other things, limit the incurrence of additional indebtedness, the payment of dividends, transactions with affiliates, asset sales, acquisitions, mergers and consolidations, liens and encumbrances, and prepayments of other indebtedness. A breach of any of the covenants or an inability to comply with the required leverage ratio could result in a default under the credit facilities or the Indenture. If any such default occurs, the lenders under the credit facilities and the holders of the 2018 Notes may elect to declare all outstanding borrowings, together with accrued interest and other amounts payable thereunder, to be immediately due and payable. The lenders under the credit facilities also have the right in these circumstances to terminate any commitments they have to provide further borrowings. In addition, following an event of default under the credit facilities, the lenders thereunder will have the right to proceed against the collateral granted to them to secure the debt, which includes our available cash, and they will also have the right to prevent us from making debt service payments on the 2018 Notes.

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### *Stock Repurchase*

On August 22, 2011 we announced a program permitting us to repurchase a portion of our outstanding shares not to exceed \$100 million in the aggregate. During the twenty-six week period ended March 31, 2012, the Company repurchased 11,300 shares of its common stock at a gross cost of approximately \$0.8 million.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK**

Our main exposure to market risk relates to interest rates. Our financial instruments that are subject to interest rate risk principally include fixed-rate and floating-rate long-term debt. At March 31, 2012, we had borrowings under our New Senior Secured Credit Facility of \$2.03 billion that were subject to interest rate risk. Borrowings under our New Senior Secured Credit Facility bear interest, at our option, at a rate equal to either an alternate base rate or an adjusted LIBO rate for a one-, two-, three- or six-month (or to the extent available to each lender, nine- or twelve-month) interest period chosen by us, in each case, plus an applicable margin percentage. Accordingly, the Company's cash flows and earnings will be exposed to the market risk of interest rate changes resulting from variable rate borrowings under our New Senior Secured Credit Facility. The effect of a hypothetical one percentage point increase in interest rates would increase the annual interest costs under our New Senior Secured Credit Facility by approximately \$20.3 million based on the amount of outstanding borrowings at March 31, 2012. The weighted average interest rate on the \$2.03 billion of borrowings under our New Senior Secured Credit Facility on March 31, 2012 was 4.0%.

At March 31, 2012, three forward-starting interest rate swap agreements were in place to swap variable rates on the New Senior Secured Credit Facility for a fixed rate based on an aggregate notional amount of \$353 million. Beginning December 31, 2012, these interest rate swap agreements will effectively convert the variable interest rate on the aggregate notional amount of the new senior secured credit facility to a fixed rate of 5.17% through June 30, 2015.

The fair value of the \$2.03 billion aggregate principal amount of borrowings under our New Senior Secured Credit Facility is exposed to the market risk of interest rates. The estimated fair value of such term loans approximated \$2.04 billion at March 31, 2012 based upon information provided to the Company from its agent under the credit facility. The fair value of the \$1.60 billion aggregate principal amount of our 7<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2018 is exposed to the market risk of interest rate changes. The estimated fair value of such notes approximated \$1.70 billion at March 31, 2012 based upon quoted market rates.

### **ITEM 4. CONTROLS AND PROCEDURES**

As of March 31, 2012, TD Group carried out an evaluation, under the supervision and with the participation of TD Group's management, including its Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial and Accounting Officer), of the effectiveness of the design and operation of TD Group's disclosure controls and procedures. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that TD Group's disclosure controls and procedures are effective to ensure that information required to be disclosed by TD Group in the reports it files or submits under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported, within the time periods specified by the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to TD Group's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, TD Group's management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in designing and evaluating the controls and procedures. There have been no significant changes in TD Group's internal controls or other factors that could significantly affect the internal controls subsequent to the date of TD Group's evaluations.

**Changes in Internal Control over Financial Reporting**

On February 15, 2012, we acquired AmSafe. AmSafe operated under its own set of systems and internal controls and we are currently maintaining those systems and much of that control environment until we are able to incorporate AmSafe's processes into our own systems and control environment. We currently expect to complete the incorporation of AmSafe's operations into our systems and control environment in fiscal 2013. There were no other changes to our internal controls over financial reporting that could have a material effect on our financial reporting during the quarter ended March 31, 2012.

**PART II: OTHER INFORMATION**

**ITEM 1A. RISK FACTORS**

In addition to the other information set forth in this report, you should carefully consider the risk factors disclosed in Item 1A of our Annual Report on Form 10-K for the fiscal year ended September 30, 2011. There have been no material changes to the risk factors set forth therein.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS: PURCHASES OF EQUITY SECURITIES BY THE ISSUER**

On August 22, 2011, the Board of Directors authorized a common share repurchase program, which was announced on August 23, 2011. Under the terms of the program, the Company may purchase up to a maximum aggregate value of \$100 million of its shares of common stock. During the thirteen week period ended March 31, 2012, the Company did not repurchase any shares under the program.

**ITEM 6. EXHIBITS**

- 2.1 Agreement and Plan of Merger by and among AmSafe Global Holdings, Inc., AGH Acquisition Inc., TransDigm Inc. and TransDigm Group Incorporated dated January 20, 2012 (Incorporated by reference to Form 8-K filed January 23, 2012).
- 3.1 Certificate of Incorporation, filed May 8, 1985, of Am-Safe, Inc. (now known as AmSafe, Inc.)
- 3.2 Certificate of Amendment of Certificate of Incorporation, filed May 19, 2005, of Am-Safe, Inc. (now know as AmSafe, Inc.)
- 3.3 By-Laws of Am-Safe, Inc. (now known as AmSafe, Inc.)
- 3.4 Amended and Restated Certificate of Incorporation, filed January 20, 2012, of AmSafe Industries, Inc.
- 3.5 Second Amended and Restated By-Laws of AmSafe Industries, Inc.
- 3.6 Certificate of Incorporation, filed July 2, 2004, of Bridport Holdings, Inc.
- 3.7 Amended and Restated By-Laws of Bridport Holdings, Inc.
- 3.8 Certificate of Incorporation, filed September 10, 2007, of AP Global Acquisition Corp.
- 3.9 Amended and Restated By-Laws of AP Global Acquisition Corp.
- 3.10 Certificate of Incorporation, filed September 10, 2007, of AP Global Holdings, Inc.
- 3.11 Amended and Restated By-Laws of AP Global Holdings, Inc.
- 3.12 Certificate of Incorporation, filed October 16, 2007, of AmSafe Global Holdings, Inc.
- 3.13 Second Amended and Restated By-Laws of AmSafe Global Holdings, Inc.
- 3.14 Amended and Restated Certificate of Incorporation, filed July 23, 2001, of Londavia Inc. (now known as AmSafe Bridport, Inc.)
- 3.15 Certificate of Amendment to Certificate of Incorporation, filed May 17, 2004, of Londavia Inc. (now known as AmSafe Bridport, Inc.)
- 3.16 Certificate of Amendment of Certificate of Incorporation, filed February 12, 2007, of AmSafe Bridport, Inc.
- 3.17 By-Laws of Londavia Inc. (now known as AmSafe Bridport, Inc.)
- 3.18 Certificate of Incorporation, filed September 16, 1994, of Am-Safe Commercial Products, Inc. (now known as AmSafe Commercial Products, Inc.)
- 3.19 Certificate of Amendment of Certificate of Incorporation, filed May 19, 2005, of AmSafe Commercial Products, Inc.
- 3.20 By Laws of Am-Safe Commercial Products, Inc. (now known as AmSafe Commercial Products, Inc.)
- 3.21 Certificate of Incorporation, filed September 2, 2008, of AmSafe - C Safe, Inc.
- 3.22 By-Laws of AmSafe – C Safe, Inc.
- 3.23 Certificate of Incorporation, filed May 9, 2000, of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)
- 3.24 Certificate of Amendment, filed May 30, 2000, of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)
- 3.25 Certificate of Amendment of Certificate of Incorporation, filed June 19, 2000, of Bridport Erie Aviation, Inc.
- 3.26 Amended and Restated By-Laws of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)
- 3.27 Articles of Incorporation, filed February 6, 1998, of Air Carrier Acquisition Corp. (now known as Bridport-Air Carrier, Inc.)
- 3.28 Articles of Amendment, filed February 23, 1998, of Air Carrier Acquisition Corp. (now known as Bridport-Air Carrier, Inc.)
- 3.29 Articles of Amendment, filed December 14, 1999, of Bridport-Air Carrier, Inc.
- 3.30 Amended and Restated By-Laws of Bridport-Air Carrier, Inc.
- 3.31 Articles of Incorporation, filed September 28, 1994, of Southern Safety, Inc. (now known as AmSafe Aviation, Inc.)
- 3.32 Articles of Amendment of Articles of Incorporation, filed June 1, 2006, of AmSafe Aviation, Inc
- 3.33 Amended and Restated By-Laws of AmSafe Aviation, Inc.



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- 4.1 Third Supplemental Indenture, dated as of February 15, 2012, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (Incorporated by reference to Form 8-K filed February 21, 2012).
- 10.1 Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of February 15, 2012, relating to Credit Agreement, dated as of February 14, 2011, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. from time to time party thereto, the lenders party thereto, as lenders, and Credit Suisse AG, as administrative agent and collateral agent, with Credit Suisse Securities (USA) LLC, UBS Securities LLC and RBC Capital Markets, as joint lead arrangers and joint bookrunners, and UBS Securities LLC, as syndication agent (Incorporated by reference to Form 8-K filed February 21, 2012).
- 10.2 Incremental Revolving Credit Assumption Agreement, dated as of February 15, 2012, relating to the Credit Agreement, dated as of December 6, 2010 (as amended by Amendment No. 1 dated as of March 25, 2011), among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. from time to time party thereto, the lenders party thereto, as lenders, and Credit Suisse AG, as administrative agent and collateral agent (Incorporated by reference to Form 8-K filed February 21, 2012).
- 10.3 Joinder Agreement, dated as of February 15, 2012, among AmSafe Global Holdings, Inc, AP Global Holdings, Inc., AP Global Acquisition Corp., AmSafe Industries, Inc., Bridport Holdings, Inc., AmSafe, Inc., AmSafe Aviation, Inc., AmSafe Bridport, Inc., AmSafe Commercial Products, Inc., Bridport-Air Carrier, Inc., Bridport Erie Aviation, Inc., AmSafe – C Safe, Inc. and Credit Suisse AG, as agent, to the Credit Agreement, dated as of December 6, 2010, as amended (Incorporated by reference to Form 8-K filed February 21, 2012).
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- 10.5 Supplement No. 3. dated as of February 15, 2012, among AmSafe Global Holdings, Inc, AP Global Holdings, Inc., AP Global Acquisition Corp., AmSafe Industries, Inc., Bridport Holdings, Inc., AmSafe, Inc., AmSafe Aviation, Inc., AmSafe Bridport, Inc., AmSafe Commercial Products, Inc., Bridport-Air Carrier, Inc., Bridport Erie Aviation, Inc., AmSafe – C Safe, Inc. and Credit Suisse AG, as agent (Incorporated by reference to Form 8-K filed February 21, 2012).
- 10.6 Commitment Letter dated January 20, 2012 among Credit Suisse Securities (USA) LLC, Credit Suisse AG, UBS Securities LLC, UBS Loan Finance LLC and TransDigm Group Incorporated.
- 31.1 Certification by Principal Executive Officer of TransDigm Group Incorporated pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification by Principal Financial Officer of TransDigm Group Incorporated pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification by Principal Executive Officer of TransDigm Group Incorporated pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification by Principal Executive Officer of TransDigm Group Incorporated pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 101 Financial Statements and Notes to the Condensed Consolidated Financial Statements formatted in XBRL.

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**SIGNATURES**

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

**TRANSDIGM GROUP INCORPORATED**

| SIGNATURE   | TITLE  | DATE        |
|---|--|-------------|
| <u>/s/ W. Nicholas Howley</u><br>W. Nicholas Howley | Chairman of the Board of Directors and<br>Chief Executive Officer<br>(Principal Executive Officer)                 | May 9, 2012 |
| <u>/s/ Gregory Rufus</u><br>Gregory Rufus           | Executive Vice President,<br>Chief Financial Officer and Secretary<br>(Principal Financial and Accounting Officer) | May 9, 2012 |

**EXHIBIT INDEX  
TO FORM 10-Q FOR THE PERIOD ENDED MARCH 31, 2012**

| <u>EXHIBIT NO.</u> | <u>DESCRIPTION</u>   |
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| 101  | Financial Statements and Notes to the Condensed Consolidated Financial Statements formatted in XBRL.   |

FILED  
MAY 8. 2005  
9 AM  
*[Signature]*

CERTIFICATE OF INCORPORATION  
OF  
AM-SAFE, INC.

\*\*\*\*\*

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The Name of the Corporation is

AM-SAFE, INC.

SECOND: The registered office of the Corporation is to be located at 306 South State Street, in the City of Dover, in the County of Kent, in the State of Delaware. The name of its registered agent at that address is the United States Corporation Company

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) designated as Common Stock with a par value of one Dollar (\$1.00) per share.

FIFTH: The name and address of the incorporator are as follows:

NAME

H. L. Rosenberg

ADDRESS

33 North LaSalle Street  
Chicago, Illinois 60602

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The number of directors of the corporations shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need to be by ballot unless the by – laws so provide.

(2) The Board of directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the corporation; to fix and vary the amount to be reserved for any proper purposes; to authorize and cause to be executed mortgages and lines upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting

of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholders of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(4) In addition to the powers and authorities herein before or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this Certificate, and to any by-laws from time to time made by the stockholders, provided, however, that no by-laws so made shall invalidate any prior act or the directors which would have been valid if such by-laws had not been made.

SEVENTH: The Corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

EIGHTH : Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the state of Delaware, may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholder or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.



NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers concurred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

/s/ H. L. Rosenberg  
H. L. Rosenberg

State of Delaware  
Secretary of State  
Division of Corporations  
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**CERTIFICATE OF AMENDMENT  
OF**

**CERTIFICATE OF INCORPORATION  
OF  
AM-SAFE, INC.  
(a Delaware corporation)**

Am-Safe Inc., (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

**FIRST:** The board of directors of the Corporation, by written consent, adopted a resolution setting forth and declaring a proposed amendment to the Certificate of Incorporation of the Corporation to be advisable and calling for consideration thereof by the stockholders of the Corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing Article I thereof so that, as amended, said Article shall read as follows:

"NAME OF CORPORATION

The name of this corporation is:

AmSafe, Inc."

**SECOND:** The stockholders of the Corporation considered and voted unanimously in favor of the amendment.

**THIRD:** Said amendment was duly adopted in accordance with the provisions of Section 228 and 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Amendment on this 16<sup>th</sup> day of May, 2005

AM-SAFE, INC.

By: /s/ Terence W. Lyons  
Name: Terence W. Lyons  
Title: Executive Vice President, Chief Financial Officer

**BY-LAWS  
OF  
AM-SAFE, INC.**

**DATED:** July 1, 1988

ARTICLE I  
OFFICES

Section 1. Principal Offices. The principal offices shall be in the City of Dover, County of Kent, State of Delaware.

Section 2. Other Offices. The corporation may also have offices at such other place both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II  
MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of shareholders shall be held on the first Monday in May, if not a legal holiday, then on the next secular day following, at 10:00 a.m., such meeting shall be within or without the State of Delaware, at which meeting they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the stockholders as soon thereafter as may be convenient.

Section 2. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 3. Notice. Written notice of the annual or special meeting shall be given to each stockholder entitled to vote thereat, in person or by mailing to him at his last known

address, not less than 10 nor more than 60 days before the date of meeting, unless such notice is waived in writing by each stockholder entitled thereto.

Section 4. Stockholder List. The officer who has charge of the stock ledger of the corporation shall, not less than 10 nor more than 60 days prior to any election of directors, prepare a list of all stockholders of record (the date of such list being hereafter referred to as the "record date"), which list shall be in alphabetical order and shall show the address and number of shares registered in the name of each such stockholder. At such election, each stockholder of record on the record date shall be entitled to vote the shares owned by him, as discussed by such list, irrespective of any transfers thereof subsequent to the record date. Such list shall also govern the voting of shares; provided, however, that the Board of Directors may, but shall not be required to, fix a new record date for any adjourned meeting. Such list shall be open to the examination of any stockholder or his duly authorized legal representative, during ordinary business hours, for a period of at least 10 days prior to the election, either at a place within the city, town or village where the election is to be held, and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof, and shall be subject to the inspection of any stockholder who may be present.

Section 5. Quorum. The holders of 50% of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which time any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Voting. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every

meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from the date, unless the proxy provides for a longer period.

Section 7. Written Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes, of the certificate of incorporation, or of these by-laws, such meeting and vote of stockholders may be dispensed with if a majority of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

### ARTICLE III

#### DIRECTORS

Section 1. Number. The minimum number of directors which shall constitute the whole Board of Directors shall be one. The number of directors to constitute the Board of Directors shall be decided and the directors shall be elected at the annual or special meeting of the stockholders, (except as provided in Section 2 of this Article), and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. Duties of Directors. The business of the corporation shall be managed by or under the direction of its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual

meeting of the stockholders. In the event such meeting is not held immediately following the annual meeting of the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Special Meetings. Special meetings of the board may be called by the president with notice to each of the directors as provided in Section 7 of Article III hereof; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 7. Notice. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Notice of meetings other than regular meetings shall be given to each director, in person or by mailing or by telegram, at his last known address not less than 10 nor more than 60 days prior to the date designated therein for such meetings including the date of mailing, unless said notice is waived in writing by each director. Said notice shall be written, specifying the time and place of such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Voting. At all meetings of the Board of Directors, each director is to have one vote, irrespective of the number of shares of stock that he may hold.

Section 10. Unanimous Consent. Unless otherwise restricted by the certificate of incorporation or by these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the board or committee.

Section 11. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, including the power and authority to declare dividends, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 12. Records of Committees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 13. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or by these by-laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

#### ARTICLE IV

##### OFFICERS

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a chairman of the board, a vice president, a secretary and a treasurer. The Board of Directors may also choose a president, more than one vice president, one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect a chairman of the board, a vice president and a secretary.

Section 3. Compensation. The Board of Directors may, in its own discretion, fix the salaries of all officers and agents of the corporation, in their capacity as such.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers shall be as follows:

#### Chairman of the Board

The Chairman of the Board shall be chief executive officer of the corporation and shall be responsible for formulating general policies and programs for the corporation for submission to the Board of Directors, and for carrying out the programs and policies approved by the Board of Directors. The Chairman of the Board shall cause to be called regular and special meetings of the stockholders and Board of Directors in accordance with these By-Laws and he shall preside at all such meetings. He shall have the power to sign and deliver on behalf of the corporation all documents and agreements. He shall, in the absence or disability of the president or if no president is elected, perform the duties and exercise all the powers of the president and be subject to all the restrictions upon the president. The Chairman of the Board shall also have such other powers and duties as shall be assigned to him by the Board of Directors.

#### President

The president shall be the general manager of the corporation and shall, in general, be responsible for the administration and operation of all of the business and affairs of the corporation.

He shall present annually to the stockholders and directors a report of the condition of the business of the corporation.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the corporation, within the scope of his authority as general manager.



He shall sign and make all contracts and agreements in the name of the corporation, within the scope of his authority as general manager.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall sign all certificates of stock, notes, drafts or bills of exchange, warrants or other orders for the payments of money duly drawn by the treasurer.

He shall enforce these by-laws and perform all the duties incident to the position and office, and which are required by law.

#### Vice President

The vice president, if there shall be one, or if there shall be more than one, the vice presidents in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the president, perform the duties and exercise all the powers of the president, and be subject to all the restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Secretary.

The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Assistant Secretary

The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, than in the order of their election), shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Treasurer

The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and the financial condition of the corporation.

If required by the Board of Directors, he shall give the corporation and maintain a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control belonging to the corporation.

In the event there are no vice presidents of the corporation, the treasurer shall, in the absence of the Chairman of the Board and the president or in the event of their inability to act, perform the duties of the Chairman of the Board and the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board and the president.

Assistant Treasurer

The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there shall be no such determination, then in

the order of their election), shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## ARTICLE V

### CERTIFICATE OF STOCK

Section 1. Description. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the president or a vice president, and countersigned by the treasurer or assistant treasurer, secretary or assistant secretary of the corporation, certifying the number of shares owned by him in the corporation, and sealed with the seal of the corporation. If the corporation shall be authorized to issue more than one class of stock, or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided, however, that except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Facsimile of signature. Where a certificate is signed (1) by a transfer agent, or (2) by a transfer clerk, acting on behalf of the corporation and a registrar, the signature of any such president, vice president, treasurer, assistant treasurer, secretary or assistant secretary may be facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates, shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who

signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation.

Section 3. Transfer of Stock. The stock of the corporation, irrespective of class, shall be assignable and transferable on the books of the corporation only by the person in whose name it appears on said books, or his legal representatives. In case of transfer by attorney, the power of attorney, duly executed and acknowledged shall be deposited with the secretary. In all cases of transfer, the former certificate must be surrendered up and canceled before a new certificate be issued; however, in the event of loss, mutilation or destruction of a certificate, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, subject, however, to any restrictions or limitations on the transfer thereof which may be set forth in the certificate of incorporation or referred to on the certificate so surrendered or which may be imposed by law or by any agreement to which the holder of such shares is subject.

Section 4. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote or take other action as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, in shares of capital stock, or otherwise as permissible by law, subject to the provisions of

the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Statements and Reports. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 3. Checks and Notes. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

#### ARTICLE VII

##### FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

#### ARTICLE VIII

##### INDEMNIFICATION

The corporation may indemnify and advance expenses to its directors, officers, employees and agents to the fullest extent permitted by applicable law.

#### ARTICLE IX

##### AMENDMENTS

These by-laws may be altered, amended or repealed, or new by-laws may be adopted, at any regular meeting of the stockholders or the Board of Directors or at any special meeting of the stockholders or the Board of Directors if notice of such alteration, amendment, repeal or adoption of new by-laws be

contained in the notice of such special meeting. Any change in the obligation of the corporation to provide tax information, as set forth in Section 2 of Article VI, shall require the approval of each stockholder to be affected thereby.

## ARTICLE X

### NOTICE

Section 1. Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation, or these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may also be given in writing, by first class United States mail, postage prepaid, or by prepaid telegram and mail, addressed to such director or stockholder at his address as it appears on the records of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or, in the case of telegrams, when transmitted.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

State of Delaware  
Secretary of State  
Division of Corporations  
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**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**AMSAFE INDUSTRIES, INC.**

AmSafe Industries, Inc. (hereinafter called the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as amended from time to time (the "DGCL"), hereby certifies that:

1. The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on July 2, 2004.

2. The Corporation filed a Certificate of Amendment of the Certificate of Incorporation with the Secretary of State of the State of Delaware on July 12, 2010, changing the name of the Corporation from "AmSafe Partners, Inc." to "AmSafe Industries, Inc."

3. This Amended and Restated Certificate of Incorporation of the Corporation, which restates and integrates and also further amends the provisions of the Corporation's Certificate of Incorporation, was duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL and by the written consent of its sole stockholder in accordance with Section 228 of the DGCL.

4. The Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

**ARTICLE ONE**

The name of the corporation (which is hereinafter referred to as the "Corporation") is AmSafe Industries, Inc.

**ARTICLE TWO**

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

### ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the “DGCL”).

### ARTICLE FOUR

a. Authorized Capital Stock. The total number of shares of capital stock which the Corporation has authority to issue is 1,000 shares of Common Stock, \$.01 par value per share (“Common Stock”).

b. Voting Rights. The holders of Common Stock will be entitled to one vote per share on all matters to be voted upon or actions to be taken by the Corporation’s stockholders.

c. Dividends. The holders of Common Stock will be entitled to dividends, if, when and as declared by the Board of Directors of the Corporation, out of funds legally available therefore, whether payable in cash, property or securities of the Corporation. The holders of Common Stock shall be entitled to participate pro rata at the same rate per share of Common Stock in any such dividends.

d. Liquidation. The holders of Common Stock shall be entitled to participate pro rata at the same rate per share of Common Stock in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

e. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of Common Stock at such place, the Corporation will, at the request of the registered holder of such certificates, execute and deliver (at the Corporation’s expense) a new certificate or certificates in exchange therefore representing in the aggregate the number of shares of Common Stock represented by the surrendered certificate and the Corporation will cancel such surrendered certificate. Each such new certificate shall be registered in such manner and will represent such number of shares of Common Stock as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

f. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided, that, if the holder is an institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation will (at its



expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Common Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

#### **ARTICLE FIVE**

The name and mailing address of the incorporator is Jon A. Ballis, Sidley Austin Brown & Wood LLP, Bank One Plaza, 10 South Dearborn Street, Chicago, Illinois 60603.

#### **ARTICLE SIX**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to alter the By-laws of the Corporation, subject to the terms and conditions of such By-laws.

#### **ARTICLE SEVEN**

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this Article Seven by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

#### **ARTICLE EIGHT**

Each person who is or was a director or officer of the Corporation, and each person who serves or served as the request of the Corporation as a director or officer of another enterprise, shall be indemnified by the Corporation in accordance with, and to the fullest extent authorized by, the DGCL as it may be in effect from time to time.

#### **ARTICLE NINE**

The Corporation expressly elects not to be governed by §203 of the DGCL.

## ARTICLE TEN

(a) Renouncement of Business Opportunities. In accordance with Section 122(17) of the DGCL, the Corporation expressly renounces the Corporation's interest or expectancy in any business opportunity that does not primarily relate to the design or manufacture of personal safety restraints or cargo securement for the aerospace, after-market automotive and marine industries (the "AmSafe Business").

(b) In furtherance of the foregoing paragraph (a), the Corporation expressly acknowledges that:

(i) one or more of its directors may presently, or in the future, have investments or other business or strategic relationships with entities engaged in businesses other than the AmSafe Business (an "Other Business");

(ii) no director shall be prohibited by virtue of his or her service on the Board of Directors of the Corporation from pursuing and engaging in any Other Business;

(iii) no director shall be obligated to inform the Corporation of any opportunity, relationship or investment with respect to any Other Business; and

(iv) the Corporation will not acquire or be entitled to any interest or participation in any opportunity relating any Other Business due to the service of any person on the Board of Directors of the Corporation.

## ARTICLE ELEVEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, subject to the manner now or hereafter prescribed by statute and the provisions of this Certificate of Incorporation, and all rights conferred upon the stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned, being the Chief Financial Officer of the Corporation, for the purpose of amending and restating the Certificate of Incorporation of said Corporation, pursuant to Section 242 and Section 245 of the Delaware Corporation Law, does make and file this Amended and Restated Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set his/her hand this 20<sup>th</sup> day of January, 2012.

By: /s/ Dennis Gilbert  
Name: Dennis Gilbert  
Title: Chief Financial Officer

**SECOND AMENDED AND RESTATED BY-LAWS****OF****AMSAFE INDUSTRIES, INC.****ARTICLE I****Meetings of Stockholders**

Section 1. Annual Meetings. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the stockholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notices of Meetings. Unless waived, and except as provided in Section 230 of the General Corporation Law of the State of Delaware, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. Place of Meetings. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the General Corporation Law of the State of Delaware.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

## ARTICLE II

### Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be stockholders, shall be fixed by the board and shall be no fewer than one (1) and no more than five (5). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by

resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

### ARTICLE III

#### Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies

in such committees shall be filled by the board of directors or as the board of directors may provide.

#### ARTICLE IV

##### Officers

Section 1. General Provisions. The board of directors may elect a president, such number of vice presidents as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

#### ARTICLE V

##### Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring



his signature; and shall have all the powers and duties prescribed by the General Corporation Law of the State of Delaware and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed

to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder

thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

#### ARTICLE VIII

##### Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on September 30 in each year.

#### ARTICLE IX

##### Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

#### ARTICLE X

##### Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:56 PM 07/02/2004  
FILED 04:56 PM 07/02/2004  
SRV 040492505—3824783 FILE

**CERTIFICATE OF INCORPORATION**

**OF**

**BRIDPORT HOLDINGS, INC.**

**ARTICLE I**

**NAME OF CORPORATION**

The name of this corporation is:

**Bridport Holdings, Inc.**

**ARTICLE II**

**REGISTERED OFFICE**

The address of the registered office of the corporation in the State of Delaware is 9 East Loockerman Street, Suite 1B, in the City of Dover, County of Kent, and the name of its registered agent at that address is National Registered Agents, Inc.

**ARTICLE III**

**PURPOSE**

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**ARTICLE IV**

**AUTHORIZED CAPITAL STOCK**

The corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which the corporation shall have authority to issue is one thousand (1,000), and each such share shall have a par value of one cent (\$0.01).

**ARTICLE V**

**INCORPORATOR**

The name and mailing address of the incorporator of the corporation is:

Julie H. Yi  
c/o Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, California 90071-3197

**ARTICLE VI**

**BOARD POWER REGARDING BYLAWS**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the corporation.

**ARTICLE VII**

**ELECTION OF DIRECTORS**

Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

**ARTICLE VIII**

**LIABILITY AND INDEMNIFICATION**

To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended (the "Delaware Law"), a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The corporation shall indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The corporation may indemnify, in the manner and to the fullest extent permitted by the Delaware Law, any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether

or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Expenses incurred by any such director, officer, employee or agent in defending any such action, suit or proceeding may be advanced by the corporation prior to the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified as authorized by the Delaware Law and this Article VII. The corporation may, to the fullest extent permitted by the Delaware Law, purchase and maintain insurance on behalf of any such director, officer, employee or agent against any liability which may be asserted against such person. To the fullest extent permitted by the Delaware Law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and, in the manner provided by the Delaware Law, any such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses to the fullest extent permitted by the Delaware Law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

No repeal or modification of the foregoing paragraph shall adversely affect any right or protection of a director of the corporation existing by virtue of the foregoing paragraph at the time of such repeal or modification.

## **ARTICLE IX**

### **CORPORATE POWER**

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

## **ARTICLE X**

### **CREDITOR COMPROMISE OR ARRANGEMENT**

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of



Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of the Delaware General Corporation Law, does make and file this Certificate.

Dated: July 2, 2004

/s/ Julie H. Yi  
Julie H. Yi, Incorporator

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**BRIDPORT HOLDINGS, INC.**

**ARTICLE I**

**Meetings of Stockholders**

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in Section 230 of the General Corporation Law of the State of Delaware, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the General Corporation Law of the State of Delaware.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

## ARTICLE II

### Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be stockholders, shall be fixed by the board and shall be no fewer than one (1) and no more than five (5). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by

resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

### ARTICLE III

#### Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies

in such committees shall be filled by the board of directors or as the board of directors may provide.

#### ARTICLE IV

##### Officers

Section 1. General Provisions. The board of directors may elect a president, such number of vice presidents as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

#### ARTICLE V

##### Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring

his signature; and shall have all the powers and duties prescribed by the General Corporation Law of the State of Delaware and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer,



employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to “the Corporation” shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed

to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder

thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

#### ARTICLE VIII

##### Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on September 30 in each year.

#### ARTICLE IX

##### Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

#### ARTICLE X

##### Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:16 AM 09/10/2007  
FILED 11:18 AM 09/10/2007  
SRV 070999072—4419913 FILE

CERTIFICATE OF INCORPORATION  
OF  
AP GLOBAL ACQUISITION CORP.

THE UNDERSIGNED, being a natural person, for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the Corporation is AP Global Acquisition Corp. (the "Corporation").

SECOND: The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The name of its registered agent for service of process in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares, consisting of Common Stock, par value \$.001 per share.

FIFTH: The name and mailing address of the incorporator are Karen Fink, c/o Weil, Gotshal & Manges LLP, 100 Federal Street, 34th Floor, Boston, Massachusetts 02110.

SIXTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in these articles of incorporation, by-laws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation, but any by-laws adopted by the board of directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

SEVENTH: (a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good

faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of any provision of the Certificate of Incorporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph (a) of this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt by-laws or enter into agreements with any such person for the purpose of providing for such indemnification.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Incorporation on this 10th day of September, 2007.

/s/ Karen Fink

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Name: Karen Fink

Sole Incorporator

AMENDED AND RESTATED BY-LAWS  
OF  
AP GLOBAL ACQUISITION CORP.  
(a Delaware corporation)

ARTICLE I

Stockholders

SECTION 1. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year at such date and time, within or without the State of Delaware, as the Board of Directors shall determine.

SECTION 2. Special Meetings. Special meetings of stockholders for the transaction of such business as may properly come before the meeting may be called by order of the Board of Directors or by stockholders holding together at least a majority of all the shares of the Corporation entitled to vote at the meeting, and shall be held at such date and time, within or without the State of Delaware, as may be specified by such order. Whenever the directors shall fail to fix such place, the meeting shall be held at the principal executive office of the Corporation.

SECTION 3. Notice of Meetings. Written notice of all meetings of the stockholders, stating the place, date and hour of the meeting and the place within the city or other municipality or community at which the list of stockholders may be examined, shall be mailed or delivered to each stockholder not less than 10 nor more than 60 days prior to the meeting. Notice of any special meeting shall state in general terms the purpose or purposes for which the meeting is to be held.

SECTION 4. Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 5. Quorum. Except as otherwise provided by law or the Corporation's Certificate of Incorporation, a quorum for the transaction of business at any meeting of stockholders shall consist of the holders of record of a majority of the issued and

outstanding shares of the capital stock of the Corporation entitled to vote at the meeting, present in person or by proxy. At all meetings of the stockholders at which a quorum is present, all matters, except as otherwise provided by law or the Certificate of Incorporation, shall be decided by the vote of the holders of a majority of the shares entitled to vote thereat present in person or by proxy. If there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without further notice, until a quorum shall have been obtained. When a quorum is once present it is not broken by the subsequent withdrawal of any stockholder.

SECTION 6. Organization. Meetings of stockholders shall be presided over by the Chairman, if any, or if none or in the Chairman's absence the Vice-Chairman, if any, or if none or in the Vice-Chairman's absence the President, if any, or if none or in the President's absence a Vice-President, or, if none of the foregoing is present, by a chairman to be chosen by the stockholders entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Corporation, or in the Secretary's absence an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer of the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 7. Voting: Proxies: Required Vote. (a) At each meeting of stockholders, every stockholder shall be entitled to vote in person or by proxy appointed by instrument in writing, subscribed by such stockholder or by such stockholder's duly authorized attorney-in-fact (but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period), and, unless the Certificate of Incorporation provides otherwise, shall have one vote for each share of stock entitled to vote registered in the name of such stockholder on the books of the Corporation on the applicable record date fixed pursuant to these By-laws. At all elections of directors the voting may but need not be by ballot and a plurality of the votes cast there shall elect Except as otherwise required by law or the Certificate of Incorporation, any other action shall be authorized by a majority of the votes cast.

(b) Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Certificate of Incorporation, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the Corporation having a majority of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(c) Where a separate vote by a class or classes, present in person or represented by proxy, shall constitute a quorum entitled to vote on that matter, the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class, unless otherwise provided in the Corporation's Certificate of Incorporation.

SECTION 8. Inspectors. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not so appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in writing of any challenge, question or matter determined by such inspector or inspectors and execute a certificate of any fact found by such inspector or inspectors.

## ARTICLE II

### Board of Directors

SECTION 1. General Powers. The business, property and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors.

SECTION 2. Qualification: Number: Term: Remuneration. (a) Each director shall be at least 18 years of age. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the entire Board shall be at least one (1) but no more than sixteen (16), or such larger number as may be fixed from time to time by action of the stockholders or Board of Directors, one of whom may be selected by the Board of Directors to be its Chairman. The use of the phrase "entire Board" herein refers to the total number of directors which the Corporation would have if there were no vacancies.

(b) Directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal.

(c) Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.



SECTION 3. Quorum and Manner of Voting. Except as otherwise provided by law, a majority of the entire Board shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting from time to time to another time and place without notice. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4. Places of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of meeting.

SECTION 5. Annual Meeting. Following the annual meeting of stockholders, the newly elected Board of Directors shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting. Such meeting may be held without notice immediately after the annual meeting of stockholders at the same place at which such stockholders' meeting is held.

SECTION 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time by resolution determine. Notice need not be given of regular meetings of the Board of Directors held at times and places fixed by resolution of the Board of Directors.

SECTION 7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or by the President, and may be called by the Secretary on the written request of a majority of the directors then in office.

SECTION 8. Notice of Meetings. A notice of the place, date and time and the purpose or purposes of each meeting of the Board of Directors shall be given to each director by mailing the same at least three days before the special meeting, or by telegraphing or telephoning the same or by delivering the same personally not later than the day before the day of the meeting.

SECTION 9. Organization. At all meetings of the Board of Directors, the Chairman, if any, or if none or in the Chairman's absence or inability to act the President, or in the President's absence or inability to act any Vice-President who is a member of the Board of Directors, or in such Vice-President's absence or inability to act a chairman chosen by the directors, shall preside. The Secretary of the Corporation shall act as secretary at all meetings of the Board of Directors when present, and, in the Secretary's absence, the presiding officer may appoint any person to act as secretary.

SECTION 10. Resignation. Any director may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares of stock outstanding and entitled to vote for the election of directors.

SECTION 11. Vacancies. Unless otherwise provided in these By-laws, vacancies on the Board of Directors, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director, or at a special meeting of the stockholders, by the holders of shares entitled to vote for the election of directors.

SECTION 12. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

### ARTICLE III

#### Committees

SECTION 1. Appointment. From time to time the Board of Directors by a resolution adopted by a majority of the entire Board may appoint any committee or committees for any purpose or purposes, to the extent lawful, which shall have powers as shall be determined and specified by the Board of Directors in the resolution of appointment.

SECTION 2. Procedures Quorum and Manner of Acting. Each committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board of Directors. Except as otherwise provided by law, the presence of a majority of the then appointed members of a committee shall constitute a quorum for the transaction of business by that committee, and in every case where a quorum is present the affirmative vote of a majority of the members of the committee present shall be the act of the committee. Each committee shall keep minutes of its proceedings, and actions taken by a committee shall be reported to the Board of Directors.

SECTION 3. Action by Written Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if all the members of the committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the committee.

SECTION 4. Term; Termination. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors.

### ARTICLE IV

#### Officers

SECTION 1. Election and Qualifications. The Board of Directors shall elect the officers of the Corporation, which shall include a Chief Executive Officer, a President and a Secretary, and may include, by election or appointment, one or more Vice-

Presidents (any one or more of whom may be given an additional designation of rank or function), a Treasurer and such assistant secretaries, such Assistant Treasurers and such other officers as the Board may from time to time deem proper. Each officer shall have such powers and duties as may be prescribed by these By-laws and as may be assigned by the Board of Directors or the Chief Executive Officer or the President. Any two or more offices may be held by the same person.

SECTION 2. Term of Office and Remuneration. The term of office of all officers shall be one year and until their respective successors have been elected and qualified, but any officer may be removed from office, either with or without cause, at any time by the Board of Directors. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors. The remuneration of all officers of the Corporation may be fixed by the Board of Directors or in such manner as the Board of Directors shall provide.

SECTION 3. Resignation; Removal. Any officer may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any officer shall be subject to removal, with or without cause, at any time by vote of a majority of the entire Board.

SECTION 4. Chairman of the Board. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be assigned by the Board of Directors.

SECTION 5. Chief Executive Officer. The Chief Executive Officer shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 6. President. The President shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other, than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 7. Vice-President. A Vice-President may execute and deliver in the name of the Corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board of Directors or the President

SECTION 8. Treasurer. The Treasurer shall in general have all duties incident to the position of Treasurer and such other duties as may be assigned by the Board of Directors or the President.

SECTION 9. Secretary. The Secretary shall in general have all the duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors or the President.

SECTION 10. Assistant Officers. Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board of Directors shall from time to time prescribe.

## ARTICLE V

### Books and Records

SECTION 1. Location. The books and records of the Corporation may be kept at such place or places within or outside the State of Delaware as the Board of Directors or the respective officers in charge thereof may from time to time determine. The record books containing the names and addresses of all stockholders, the number and class of shares of stock held by each and the dates when they respectively became the owners of record thereof shall be kept by the Secretary as prescribed in the By-laws and by such officer or agent as shall be designated by the Board of Directors.

SECTION 2. Addresses of Stockholders. Notices of meetings and all other corporate notices may be delivered personally or mailed to each stockholder at the stockholder's address as it appears on the records of the Corporation.

SECTION 3. Fixing Date for Determination of Stockholders of Record. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is

adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this State, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by this chapter, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

## ARTICLE VI

### Certificates Representing Stock

SECTION 1. Certificates: Signatures. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman or Vice-Chairman of the Board of Directors, or the President or Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form. Any and all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

SECTION 2. Transfers of Stock. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, shares of capital stock shall be transferable on the books of the Corporation only by the holder of record thereof in person, or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, properly endorsed, and the payment of all taxes due thereon.

SECTION 3. Fractional Shares. The Corporation may, but shall not be required to, issue certificates for fractions of a share where necessary to effect authorized transactions, or the Corporation may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a stockholder except as therein provided.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation.

SECTION 4. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any certificate, theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may require the owner of any lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

## ARTICLE VII

### Dividends

Subject always to the provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if any, what part of any, funds legally available for the payment of dividends shall be declared as dividends and paid to stockholders; the division of the whole or any part of such funds of the Corporation shall rest wholly within the lawful discretion of the Board of Directors, and it shall not be required at any time, against such discretion, to divide or pay any part of such funds among or to the stockholders as dividends or otherwise; and before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VIII

Ratification

Any transaction, questioned in any law suit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non-disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board of Directors or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE IX

Corporate Seal

The corporate seal shall have inscribed thereon the name of the Corporation and the year of its incorporation, and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said corporate seal.

ARTICLE X

Fiscal year

The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE XI

Waiver of Notice

Whenever notice is required to be given by these By-laws or by the Certificate of Incorporation or by law, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

## ARTICLE XII

### Bank Accounts, Drafts, Contracts, Etc.

SECTION 1. Bank Accounts and Drafts. In addition to such bank accounts as may be authorized by the Board of Directors, the primary financial officer or any person designated by said primary financial officer, whether or not an employee of the Corporation, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, payments from such bank accounts to be made upon and according to the check of the Corporation in accordance with the written instructions of said primary financial officer, or other person so designated by the Treasurer.

SECTION 2. Contracts. The Board of Directors may authorize any person or persons, in the name and on behalf of the Corporation, to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 3. Proxies: Powers of Attorney: Other Instruments. The Chairman, the President or any other person designated by either of them shall have the power and authority to execute and deliver proxies, powers of attorney and other instruments on behalf of the Corporation in connection with the rights and powers incident to the ownership of stock by the Corporation. The Chairman, the President or any other person authorized by proxy or power of attorney executed and delivered by either of them on behalf of the Corporation may attend and vote at any meeting of stockholders of any company in which the Corporation may hold stock, and may exercise on behalf of the Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, or otherwise as specified in the proxy or power of attorney so authorizing any such person. The Board of Directors, from time to time, may confer like powers upon any other person.

SECTION 4. Financial Reports. The Board of Directors may appoint the primary financial officer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to stockholders entitled thereto any special financial notice and/or financial statement, as the case may be, which may be required by any provision of law.

## ARTICLE XIII

### INDEMNIFICATION

SECTION 1. Actions by Others. The Corporation (1) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or an officer of the Corporation and (2) may indemnify any person who was or is a party or is threatened to be made a party to any threatened,



pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts actually and reasonably incurred by such person in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

SECTION 3. Successful Defense. To the extent that a person who is or was a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 4. Specific Authorization. Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in said Sections 1 and 2. Such determination shall be made, with respect to a person who is a director or officer at the time

of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (3) if there are no such directors, or, if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 5. Advance of Expenses. Expenses (including attorneys' fees) incurred by any person who may have a right of indemnification under this Article in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation pursuant to this Article. Such expenses (including attorneys' fees) may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

SECTION 6. Right of Indemnity not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. In the event of a conflict between this by-law and any agreement to indemnify by the Corporation, such agreement shall prevail.

SECTION 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article, Section 145 of the General Corporation Law of the State of Delaware or otherwise,

SECTION 8. Invalidity of any Provisions of this Article. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

#### ARTICLE XIV

##### Amendments

The Board of Directors shall have power to adopt, amend or repeal By-laws. By-laws adopted by the Board of Directors may be repealed or changed, and new By-laws

made, by the stockholders, and the stockholders may prescribe that any By-law made by them shall not be altered, amended or repealed by the Board of Directors.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:16 AM 09/10/2007  
FILED 11:15 AM 09/10/2007  
SRV 070999055 — 4419917 FILE

## CERTIFICATE OF INCORPORATION

OF

AP GLOBAL HOLDINGS, INC.

THE UNDERSIGNED, being a natural person, for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the Corporation is AP Global Holdings, Inc. (the "Corporation").

SECOND: The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The name of its registered agent for service of process in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares, consisting of Common Stock, par value \$.001 per share.

FIFTH: The name and mailing address of the incorporator are Karen Fink, c/o Weil, Gotshal & Manges LLP, 100 Federal Street, 34th Floor, Boston, Massachusetts 02110.

SIXTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in these articles of incorporation, by-laws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation, but any by-laws adopted by the board of directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

SEVENTH: (a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good

faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of any provision of the Certificate of Incorporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph (a) of this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt by-laws or enter into agreements with any such person for the purpose of providing for such indemnification.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Incorporation on this 10th day of September, 2007.

/s/ Karen Fink

Name: Karen Fink

Sole Incorporator

AMENDED AND RESTATED BY-LAWS  
OF  
AP GLOBAL HOLDINGS, INC.  
(a Delaware corporation)

ARTICLE I

Stockholders

SECTION 1. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year at such date and time, within or without the State of Delaware, as the Board of Directors shall determine.

SECTION 2. Special Meetings. Special meetings of stockholders for the transaction of such business as may properly come before the meeting may be called by order of the Board of Directors or by stockholders holding together at least a majority of all the shares of the Corporation entitled to vote at the meeting, and shall be held at such date and time, within or without the State of Delaware, as may be specified by such order. Whenever the directors shall fail to fix such place, the meeting shall be held at the principal executive office of the Corporation.

SECTION 3. Notice of Meetings. Written notice of all meetings of the stockholders, stating the place, date and hour of the meeting and the place within the city or other municipality or community at which the list of stockholders may be examined, shall be mailed or delivered to each stockholder not less than 10 nor more than 60 days prior to the meeting. Notice of any special meeting shall state in general terms the purpose or purposes for which the meeting is to be held.

SECTION 4. Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 5. Quorum. Except as otherwise provided by law or the Corporation's Certificate of Incorporation, a quorum for the transaction of business at any meeting of stockholders shall consist of the holders of record of a majority of the issued and

outstanding shares of the capital stock of the Corporation entitled to vote at the meeting, present in person or by proxy. At all meetings of the stockholders at which a quorum is present, all matters, except as otherwise provided by law or the Certificate of Incorporation, shall be decided by the vote of the holders of a majority of the shares entitled to vote thereat present in person or by proxy. If there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without further notice, until a quorum shall have been obtained. When a quorum is once present it is not broken by the subsequent withdrawal of any stockholder.

SECTION 6. Organization. Meetings of stockholders shall be presided over by the Chairman, if any, or if none or in the Chairman's absence the Vice-Chairman, if any, or if none or in the Vice-Chairman's absence the President, if any, or if none or in the President's absence a Vice-President, or, if none of the foregoing is present, by a chairman to be chosen by the stockholders entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Corporation, or in the Secretary's absence an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer of the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 7. Voting: Proxies: Required Vote. (a) At each meeting of stockholders, every stockholder shall be entitled to vote in person or by proxy appointed by instrument in writing, subscribed by such stockholder or by such stockholder's duly authorized attorney-in-fact (but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period), and, unless the Certificate of Incorporation provides otherwise, shall have one vote for each share of stock entitled to vote registered in the name of such stockholder on the books of the Corporation on the applicable record date fixed pursuant to these By-laws. At all elections of directors the voting may but need not be by ballot and a plurality of the votes cast there shall elect. Except as otherwise required by law or the Certificate of Incorporation, any other action shall be authorized by a majority of the votes cast.

(b) Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Certificate of Incorporation, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the Corporation having a majority of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(c) Where a separate vote by a class or classes, present in person or represented by proxy, shall constitute a quorum entitled to vote on that matter, the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class, unless otherwise provided in the Corporation's Certificate of Incorporation.

SECTION 8. Inspectors. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not so appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in writing of any challenge, question or matter determined by such inspector or inspectors and execute a certificate of any fact found by such inspector or inspectors.

## ARTICLE II

### Board of Directors

SECTION 1. General Powers. The business, property and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors.

SECTION 2. Qualification: Number: Term: Remuneration. (a) Each director shall be at least 18 years of age. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the entire Board shall be at least one (1) but no more than sixteen (16), or such larger number as may be fixed from time to time by action of the stockholders or Board of Directors, one of whom may be selected by the Board of Directors to be its Chairman. The use of the phrase "entire Board" herein refers to the total number of directors which the Corporation would have if there were no vacancies.

(b) Directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal.

(c) Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.



SECTION 3. Quorum and Manner of Voting. Except as otherwise provided by law, a majority of the entire Board shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting from time to time to another time and place without notice. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4. Places of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of meeting.

SECTION 5. Annual Meeting. Following the annual meeting of stockholders, the newly elected Board of Directors shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting. Such meeting may be held without notice immediately after the annual meeting of stockholders at the same place at which such stockholders' meeting is held.

SECTION 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time by resolution determine. Notice need not be given of regular meetings of the Board of Directors held at times and places fixed by resolution of the Board of Directors.

SECTION 7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or by the President, and may be called by the Secretary on the written request of a majority of the directors then in office.

SECTION 8. Notice of Meetings. A notice of the place, date and time and the purpose or purposes of each meeting of the Board of Directors shall be given to each director by mailing the same at least three days before the special meeting, or by telegraphing or telephoning the same or by delivering the same personally not later than the day before the day of the meeting.

SECTION 9. Organization. At all meetings of the Board of Directors, the Chairman, if any, or if none or in the Chairman's absence or inability to act the President, or in the President's absence or inability to act any Vice-President who is a member of the Board of Directors, or in such Vice-President's absence or inability to act a chairman chosen by the directors, shall preside. The Secretary of the Corporation shall act as secretary at all meetings of the Board of Directors when present, and, in the Secretary's absence, the presiding officer may appoint any person to act as secretary.

SECTION 10. Resignation. Any director may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares of stock outstanding and entitled to vote for the election of directors.

SECTION 11, Vacancies. Unless otherwise provided in these By-laws, vacancies on the Board of Directors, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director, or at a special meeting of the stockholders, by the holders of shares entitled to vote for the election of directors.

SECTION 12, Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

### ARTICLE III

#### Committees

SECTION 1, Appointment. From time to time the Board of Directors by a resolution adopted by a majority of the entire Board may appoint any committee or committees for any purpose or purposes, to the extent lawful, which shall have powers as shall be determined and specified by the Board of Directors in the resolution of appointment.

SECTION 2, Procedures, Quorum and Manner of Acting. Each committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board of Directors. Except as otherwise provided by law, the presence of a majority of the then appointed members of a committee shall constitute a quorum for the transaction of business by that committee, and in every case where a quorum is present the affirmative vote of a majority of the members of the committee present shall be the act of the committee. Each committee shall keep minutes of its proceedings, and actions taken by a committee shall be reported to the Board of Directors.

SECTION 3, Action by Written Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if all the members of the committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the committee.

SECTION 4, Term; Termination. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors.

### ARTICLE IV

#### Officers

SECTION 1, Election and Qualifications. The Board of Directors shall elect the officers of the Corporation, which shall include a Chief Executive Officer, a President and a Secretary, and may include, by election or appointment, one or more Vice-

Presidents (any one or more of whom may be given an additional designation of rank or function), a Treasurer and such assistant secretaries, such Assistant Treasurers and such other officers as the Board may from time to time deem proper. Each officer shall have such powers and duties as may be prescribed by these By-laws and as may be assigned by the Board of Directors or the Chief Executive Officer or the President Any two or more offices may be held by the same person.

SECTION 2. Term of Office and Remuneration. The term of office of all officers shall be one year and until their respective successors have been elected and qualified, but any officer may be removed from office, either with or without cause, at any time by the Board of Directors. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors. The remuneration of all officers of the Corporation may be fixed by the Board of Directors or in such manner as the Board of Directors shall provide.

SECTION 3. Resignation: Removal. Any officer may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any officer shall be subject to removal, with or without cause, at any time by vote of a majority of the entire Board.

SECTION 4. Chairman of the Board. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be assigned by the Board of Directors.

SECTION 5. Chief Executive Officer. The Chief Executive Officer shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 6. President. The President shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 7. Vice-President. A Vice-President may execute and deliver in the name of the Corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board of Directors or the President.

SECTION 8. Treasurer. The Treasurer shall in general have all duties incident to the position of Treasurer and such other duties as may be assigned by the Board of Directors or the President.

SECTION 9. Secretary. The Secretary shall in general have all the duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors or the President.

SECTION 10. Assistant Officers. Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board of Directors shall from time to time prescribe.

## ARTICLE V

### Books and Records

SECTION 1. Location. The books and records of the Corporation may be kept at such place or places within or outside the State of Delaware as the Board of Directors or the respective officers in charge thereof may from time to time determine. The record books containing the names and addresses of all stockholders, the number and class of shares of stock held by each and the dates when they respectively became the owners of record thereof shall be kept by the Secretary as prescribed in the By-laws and by such officer or agent as shall be designated by the Board of Directors.

SECTION 2. Addresses of Stockholders. Notices of meetings and all other corporate notices may be delivered personally or mailed to each stockholder at the stockholder's address as it appears on the records of the Corporation.

SECTION 3. Fixing Date for Determination of Stockholders of Record. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is

adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this State, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by this chapter, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

## ARTICLE VI

### Certificates Representing Stock

SECTION 1. Certificates; Signatures. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman or Vice-Chairman of the Board of Directors, or the President or Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form. Any and all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

SECTION 2. Transfers of Stock. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, shares of capital stock shall be transferable on the books of the Corporation only by the holder of record thereof in person, or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, properly endorsed, and the payment of all taxes due thereon.

SECTION 3. Fractional Shares. The Corporation may, but shall not be required to, issue certificates for fractions of a share where necessary to effect authorized transactions, or the Corporation may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a stockholder except as therein provided.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation.

SECTION 4. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any certificate, theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may require the owner of any lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

## ARTICLE VII

### Dividends

Subject always to the provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if any, what part of any, funds legally available for the payment of dividends shall be declared as dividends and paid to stockholders; the division of the whole or any part of such funds of the Corporation shall rest wholly within the lawful discretion of the Board of Directors, and it shall not be required at any time, against such discretion, to divide or pay any part of such funds among or to the stockholders as dividends or otherwise; and before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VIII

Ratification

Any transaction, questioned in any law suit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non-disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board of Directors or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE IX

Corporate Seal

The corporate seal shall have inscribed thereon the name of the Corporation and the year of its incorporation, and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said corporate seal.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE XI

Waiver of Notice

Whenever notice is required to be given by these By-laws or by the Certificate of Incorporation or by law, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

## ARTICLE XII

### Bank Accounts, Drafts, Contracts, Etc.

SECTION 1. Bank Accounts and Drafts. In addition to such bank accounts as may be authorized by the Board of Directors, the primary financial officer or any person designated by said primary financial officer, whether or not an employee of the Corporation, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, payments from such bank accounts to be made upon and according to the check of the Corporation in accordance with the written instructions of said primary financial officer, or other person so designated by the Treasurer.

SECTION 2. Contracts. The Board of Directors may authorize any person or persons, in the name and on behalf of the Corporation, to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 3. Proxies: Powers of Attorney: Other Instruments. The Chairman, the President or any other person designated by either of them shall have the power and authority to execute and deliver proxies, powers of attorney and other instruments on behalf of the Corporation in connection with the rights and powers incident to the ownership of stock by the Corporation. The Chairman, the President or any other person authorized by proxy or power of attorney executed and delivered by either of them on behalf of the Corporation may attend and vote at any meeting of stockholders of any company in which the Corporation may hold stock, and may exercise on behalf of the Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, or otherwise as specified in the proxy or power of attorney so authorizing any such person. The Board of Directors, from time to time, may confer like powers upon any other person.

SECTION 4. Financial Reports. The Board of Directors may appoint the primary financial officer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to stockholders entitled thereto any special financial notice and/or financial statement, as the case may be, which may be required by any provision of law.

## ARTICLE XIII

### INDEMNIFICATION

SECTION 1. Actions by Others. The Corporation (1) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or an officer of the Corporation and (2) may indemnify any person who was or is a party or is threatened to be made a party to any threatened,



pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts actually and reasonably incurred by such person in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

SECTION 3. Successful Defense. To the extent that a person who is or was a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 4. Specific Authorization. Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in said Sections 1 and 2. Such determination shall be made, with respect to a person who is a director or officer at the time

of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (3) if there are no such directors, or, if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 5. Advance of Expenses. Expenses (including attorneys' fees) incurred by any person who may have a right of indemnification under this Article in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation pursuant to this Article. Such expenses (including attorneys' fees) may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

SECTION 6. Right of Indemnity not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. In the event of a conflict between this by-law and any agreement to indemnify by the Corporation, such agreement shall prevail.

SECTION 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article, Section 145 of the General Corporation Law of the State of Delaware or otherwise.

SECTION 8. Invalidity of any Provisions of this Article. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

#### ARTICLE XIV

##### Amendments

The Board of Directors shall have power to adopt, amend or repeal By-laws, By-laws adopted by the Board of Directors may be repealed or changed, and new By-laws

made, by the stockholders, and the stockholders may prescribe that any By-law made by them shall not be altered, amended or repealed by the Board of Directors.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:45 AM 10/16/2007  
FILED 10:48 AM 10/16/2007  
SRV 071119201—4419921 FILE

## CERTIFICATE OF INCORPORATION

OF

AMSAFE GLOBAL HOLDINGS, INC.

THE UNDERSIGNED, being a natural person for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the Corporation is AMSAFE GLOBAL HOLDINGS, INC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The name of its registered agent for service of process in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,700,000, all of which shares shall be Common Stock having a par value of \$.001 per share.

FIFTH: The name and mailing address of the incorporator is Karen S. Fink, c/o Weil Gotshal & Manges, LLP, 100 Federal Street, 34th Floor, Boston, Massachusetts 02110.

SIXTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in these articles of incorporation, by-laws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation, but any by-laws adopted by the board of directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

SEVENTH: (a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of

any provision of the Certificate of Incorporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph (a) of this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt By-laws or enter into agreements with any such person for the purpose of providing for such indemnification.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Incorporation on this 16th day of October, 2007.

/s/ Karen S. Fink  
Name: Karen S. Fink  
Sole Incorporator

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**SECOND AMENDED AND RESTATED BY-LAWS**  
**OF**  
**AMSAFE GLOBAL HOLDINGS, INC.**

**ARTICLE I**

**Meetings of Stockholders**

Section 1. Annual Meetings. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the stockholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notices of Meetings. Unless waived, and except as provided in Section 230 of the General Corporation Law of the State of Delaware, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. Place of Meetings. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the General Corporation Law of the State of Delaware.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

## ARTICLE II

### Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be stockholders, shall be fixed by the board and shall be no fewer than one (1) and no more than five (5). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by



resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

### ARTICLE III

#### Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies

in such committees shall be filled by the board of directors or as the board of directors may provide.

#### ARTICLE IV

##### Officers

Section 1. General Provisions. The board of directors may elect a president, such number of vice presidents as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

#### ARTICLE V

##### Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring

his signature; and shall have all the powers and duties prescribed by the General Corporation Law of the State of Delaware and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to “the Corporation” shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed

to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder

thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

#### ARTICLE VIII

##### Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on September 30 in each year.

#### ARTICLE IX

##### Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

#### ARTICLE X

##### Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 08:43 AM 07/23/2001  
010354070—2955911

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION OF  
LONDAVIA INC.

LONDAVIA INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is "Londavia Inc." (the "Corporation").
2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on October 15, 1998.

3. This Amended and Restated Certificate of Incorporation (the "Certificate") amends and restates the provisions of the original Certificate of Incorporation of the Corporation, as heretofore amended, by restating the Certificate of Incorporation in its entirety, and has been duly adopted, executed and acknowledged in accordance with the provisions of Sections 103, 228, 242 and 245 of the Delaware General Corporation Law.

4. The text of the Certificate of Incorporation of the Corporation, as heretofore amended, is hereby amended and restated to read in its entirety as follows:

FIRST: The name of the corporation is: LONDAVIA INC.

SECOND: The registered office of the corporation is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, State of Delaware, 19808. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) designated as Common Stock with a par value of \$1.00 per share.



FIFTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The number of directors of the Corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the Corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens and all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The Directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the Corporation and upon all stockholders as though it had been approved or ratified by every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest or for any other reason.

(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject nevertheless, to the

provisions of the statutes of Delaware, of this Certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SIXTH: The personal liability of Directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

5. Upon the filing of this Amended and Restated Certificate of Incorporation, each of the Corporation's 1,075,536 issued and outstanding shares of common stock, \$0.01 par value per share, shall automatically, and without any further action on the part of or any consideration paid by the holder thereof, be converted into 0.000929769 shares of common stock, \$1.00 par value per share, of the Corporation, such that following the conversion there shall be 1,000 shares of common stock, \$1.00 par value per share, issued and outstanding.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Robert W. Webb, being the Secretary of the Corporation, this 20<sup>th</sup> of July, 2001.

LONDAVIA INC.

By: /s/ Robert W. Webb  
Robert W. Webb, Secretary

CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF INCORPORATION  
OF  
LONDAVIA INC.

The undersigned, Robert W. Webb, Secretary of LONDAVIA INC., does hereby certify as follows:

FIRST: That the name of the Corporation is LONDAVIA INC.:

SECOND: That the Certificate of Incorporation was filed in the Office of the Secretary of State of Delaware on the 15th day of October, 1998.

THIRD: That the Certificate of Incorporation of said Corporation has been amended as follows:

ARTICLE FIRST of the Certificate of Incorporation is hereby amended to read as follows: "FIRST: The name of the corporation is:

BRITANNIC AVIATION, INC."

FOURTH: That such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being the Secretary hereinabove named, for the purpose of amending the Certificate of Incorporation of the Corporation, pursuant to the General Corporation Law of the State of Delaware, does hereby certify the adoption of the amendment, declaring that the facts herein stated are true, and accordingly has hereunto signed this Certificate this 14 day of May, 2004.

/s/ Robert W. Webb

Robert W. Webb, Secretary

*State of Delaware*  
*Secretary of State*  
*Division of Corporations*  
*Delivered 06:14 PM 05/17/2004*  
*FILED 06:01 PM 05/17/2004*  
*SRV 040361595—2955911 FILE*

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:41 PM 02/12/2007  
FILED 01:28 PM 02/12/2007  
SRV 070154561—2955911 FILE

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of Britannic Aviation, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:  
AmSafe Bridport, Inc.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**FOURTH:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 8<sup>th</sup> day of Feb, 2007.

By: T.W. Lyons  
Authorized Officer  
Title: V.P.  
Name: T.W. Lyons  
Print or Type

BY-LAWS OF  
LONDAVIA INC.

Dated: June 6, 2001

ARTICLE I  
OFFICES

Section 1. Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The corporation may also have offices at such other place both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders shall be held on the first Monday in June or, if a legal holiday, then on the next secular day following, at 10:00 a.m. Such meeting shall be held within or without the State of Delaware, at which meeting the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the stockholders as soon thereafter as may be convenient.

Section 2. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 3. Notice. Written notice of the annual or special meeting shall be given to each stockholder entitled to vote thereat, in person or by mailing to him at his last known address, not less than 10 nor more than 60 days before the date of meeting, unless such notice is waived in writing by each stockholder entitled thereto.

Section 4. Stockholder List. The officer who has charge of the stock ledger of the corporation shall, not less than 10 nor more than 60 days prior to any election of directors, prepare a list of all stockholders of record (the date of such list being hereafter referred to as the "record date"), which list shall be in alphabetical order and shall show the address and number of shares registered in the name of each such stockholder. At such election, each stockholder of record on the record date shall be entitled to vote the shares owned by him, as disclosed by such list, irrespective of any transfers thereof subsequent to the record date. Such list shall also govern the voting of shares at any adjourned meeting; provided, however, that the Board of Directors may, but shall not be required to, fix a new record date for any adjourned meeting. Such list shall be open to the examination of any stockholder or his duly authorized legal representative, during ordinary business hours, for a period of at least 10 days prior to the election, either at a place within the city, town or village where the election is to be held, and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof and shall be subject to the inspection of any stockholder who may be present.

Section 5. Quorum. The holders of 50% of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which time any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Voting. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from the date, unless the proxy provides for a longer period.

Section 7. Written Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes, of the certificate of incorporation, or of these by-laws, such meeting and vote of stockholders may be dispensed with if a majority of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

### ARTICLE III

#### DIRECTORS

Section 1. Number. The minimum number of directors which shall constitute the whole Board of Directors shall be one. The number of directors to constitute the Board of Directors shall be decided and the directors shall be elected at the annual or special meeting of the stockholders (except as provided in Section 2 of this Article) , and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. Duties of Directors. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the stockholders. In the event such meeting is not held immediately following the annual meeting of the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Special Meetings. Special meetings of the Board may be called by the President with notice to each of the directors as provided in Section 7 of Article III hereof; special meetings

shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 7. Notice. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Written notice specifying the date, time and place of any meeting other than regular meeting shall be given in writing to each director in person or by courier, mail, telegram or facsimile transmission (if receipt is confirmed by telephone), at his last known address, not less than twenty-four (24) hours prior to the date and time designated therein for such meeting, unless said notice is waived in writing by a director. Notice shall be deemed given when delivered in person, by telegram or by facsimile or when mailed.

Section 8. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Voting. At all meetings of the Board of Directors, each director is to have one vote, irrespective of the number of shares of stock that he may hold.

Section 10. Unanimous Consent. Unless otherwise restricted by the certificate of incorporation or by these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 11. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, including the power and authority to declare dividends, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 12. Records of Committees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.



Section 13. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or by these by-laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

#### ARTICLE IV

##### OFFICERS

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chairman of the Board, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose a President, more than one Vice President, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect a Chairman of the Board, a Vice President, a Secretary and a Treasurer.

Section 3. Compensation. The Board of Directors may, in its own discretion, fix the salaries of all officers and agents of the corporation, in their capacity as such.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers shall be as follows:

##### Chairman of the Board

The Chairman of the Board shall be chief executive officer of the corporation and shall be responsible for formulating general policies and programs for the corporation for submission to the Board of Directors, and for carrying out the programs and policies approved by the Board of Directors. The Chairman of the Board

shall (i) cause to be called regular and special meetings of the stockholders and Board of Directors in accordance with these By-Laws and shall preside at all such meetings; (ii) have the power to sign and deliver on behalf of the corporation all documents and agreements; (iii) in the absence or disability of the President, or if no President is elected, perform the duties and exercise all the powers of the President and be subject to all the restrictions upon the President; and (iv) have such other powers and duties as shall be assigned by the Board of Directors.

#### President

The President shall be the general manager of the corporation and shall, in general, be responsible for the administration and operation of all of the business and affairs of the corporation. The President shall (i) present annually to the stockholders and directors a report of the condition of the business of the corporation; (ii) appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the corporation, within the scope of his authority as general manager; (iii) sign and make all contracts and agreements in the name of the corporation, within the scope of his authority as general manager; (iv) see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law; (v) sign all certificates of stock, notes, drafts or bills of exchange, warrants or other orders for the payments of money duly drawn by the Treasurer; and (vi) enforce these by-laws and perform all the duties incident to the position and office, and which are required by law.

#### Vice President

The Vice President, if there shall be one, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the President, perform the duties and exercise all the powers of the President, and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings of all such meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall (i) give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors; (ii) perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be; and (iii) have custody of the corporate seal of the corporation and have authority to affix the

same to any instrument requiring it and, when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

#### Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Treasurer

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall (i) disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements; (ii) render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and the financial condition of the corporation; and (iii) if required by the Board of Directors, give the corporation and maintain a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the corporation, in the event of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money or other property belonging to the corporation of whatever kind in the possession or control of the Treasurer.

In the event there is no Vice President of the corporation, the Treasurer shall, in the absence of the Chairman of the Board and the President or in the event of their inability to act, perform the duties of the Chairman of the Board and the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board and the President.

#### Assistant Treasurer

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there shall be no such determination, then in the order of their election), shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the

Treasurer and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## ARTICLE V

### CERTIFICATES OF STOCK

Section 1. Description. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the President or a Vice President, and countersigned by the Treasurer or Assistant Treasurer, Secretary or Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation, and sealed with the seal of the corporation. If the corporation shall be authorized to issue more than one class of stock, or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided, however, that except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Facsimile of Signature. Where a certificate is signed (1) by a transfer agent, or (2) by a transfer clerk, acting on behalf of the corporation and a registrar, the signature of any such President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary may be facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates, shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been issued, such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation.

Section 3. Transfer of Stock. The stock of the corporation, irrespective of class, shall be assignable and transferable on the books of the corporation only by the person in whose name it appears on said books, or his legal representatives. In case of transfer by attorney, the power of attorney duly executed and acknowledged shall be deposited with the Secretary. In all cases

of transfer, the former certificate must be surrendered up and canceled before a new certificate may be issued; however, in the event of loss, mutilation or destruction of a certificate, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, subject, however, to any restrictions or limitations on the transfer thereof which may be set forth in the Certificate of Incorporation or referred to on the certificate so surrendered or which may be imposed by law or by any agreement to which the holder of such shares is subject.

Section 4. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote or take other action as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, in shares of capital stock, or otherwise as permissible by law, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Statements and Reports. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 3. Checks and Notes. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

INDEMNIFICATION

The corporation may indemnify and advance expenses to its directors, officers, employees and agents to the fullest extent permitted by applicable law.

ARTICLE IX

AMENDMENTS

These by-laws may be altered, amended or repealed, or new by-laws may be adopted, at any regular meeting of the stockholders or the Board of Directors or at any special meeting of the stockholders or the Board of Directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

ARTICLE X

NOTICE

Section 1. Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation or these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to require personal notice, but such notice may also be given in writing, by first class United States mail, postage prepaid, or by prepaid telegram and mail, addressed to such director or stockholder at his address as it appears on the records of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or, in the case of telegrams, when transmitted.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice,

whether before or after the time stated therein, shall be deemed equivalent thereto.

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11/7/90

- 11 -

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 09/16/1994  
944174340 — 2435631

CERTIFICATE OF INCORPORATION OF  
AM-SAFE COMMERCIAL PRODUCTS, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is:  
AM-SAFE COMMERCIAL PRODUCTS, INC.

SECOND: The registered office of the corporation is to be located at 32 Loockerman Square, Suite L-100, in the City of Dover, County of Kent, State of Delaware, 19904. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) designated as Common Stock with a par value of One Dollar (\$1.00) per share.



FIFTH: The name and address of the Incorporator are as follows:

NAME

Patricia Cosentino

ADDRESS

33 North LaSalle Street  
Chicago, Illinois 60602

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The number of directors of the Corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the Corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens and all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The Directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holder of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the Corporation and upon all stockholders as though it had been approved or ratified by every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest or for any other reason.

(4) In addition to the powers and authorities herein-before or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject nevertheless, to the provisions of the statutes of Delaware, of this Certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: The personal liability of Directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

/s/ Patricia Cosentino

Incorporator

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:32 PM 05/19/2005  
FILED 06:10 PM 05/19/2005  
SRV 050415703—2435631 FILE

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
AM-SAFE COMMERCIAL PRODUCTS, INC.  
(a Delaware corporation)**

Am-Safe Commercial Products Inc., (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

**FIRST:** The board of directors of the Corporation, by written consent, adopted a resolution setting forth and declaring a proposed amendment to the Certificate of Incorporation of the Corporation to be advisable and calling for consideration thereof by the stockholders of the Corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing Article I thereof so that, as amended, said Article shall read all follows:

"NAME OF CORPORATION

The name of this corporation is:

AmSafe Commercial Products, Inc."

**SECOND:** The stockholders of the Corporation considered and voted unanimously in favor of the amendment

**THIRD:** Said amendment was duly adopted in accordance with the provisions of Section 228 and 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Amendment on this 18<sup>th</sup> day of April, 2005

AM-SAFE COMMERCIAL PRODUCTS, INC.

By: /s/ Terence W. Lyons  
Name: Terence W. Lyons  
Title: Vice President, Chief Financial Officer, Secretary

BY-LAWS OF  
AM-SAFE COMMERCIAL PRODUCTS, INC.

DATED SEPTEMBER 16, 1994

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

Section 2. Other Offices. The corporation may also have offices at such other place both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders shall be held on the first Monday in May or, if a legal holiday, then on the next secular day following, at 10:00 a.m. Such meeting shall be held within or without the State of Delaware, at which meeting the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the stockholders as soon thereafter as may be convenient.

Section 2. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 3. Notice. Written notice of the annual or special meeting shall be given to each stockholder entitled to vote thereat, in person or by mailing to him at his last known

address, not less than 10 nor more than 60 days before the date of meeting, unless such notice is waived in writing by each stockholder entitled thereto.

Section 4. Stockholder List. The officer who has charge of the stock ledger of the corporation shall, not less than 10 nor more than 60 days prior to any election of directors, prepare a list of all stockholders of record (the date of such list being hereafter referred to as the "record date"), which list shall be in alphabetical order and shall show the address and number of shares registered in the name of each such stockholder. At such election, each stockholder of record on the record date shall be entitled to vote the shares owned by him, as disclosed by such list, irrespective of any transfers thereof subsequent to the record date. Such list shall also govern the voting of shares at any adjourned meeting, provided, however, that the Board of Directors may, but shall not be required to, fix a new record date for any adjourned meeting. Such list shall be open to the examination of any stockholder or his duly authorized legal representative, during ordinary business hours, for a period of at least 10 days prior to the election, either at a place within the city, town or village where the election is to be held, and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof and shall be subject to the inspection of any stockholder who may be present.

Section 5. Quorum. The holders of 50% of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which time any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Voting. Unless otherwise provided in the

certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from the date, unless the proxy provides for a longer period.

Section 7. Written Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes, of the certificate of incorporation, or of these by-laws, such meeting and vote of stockholders may be dispensed with if a majority of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

### ARTICLE III

#### DIRECTORS

Section 1. Number. The minimum number of directors which shall constitute the whole Board of Directors shall be one. The number of directors to constitute the Board of Directors shall be decided and the directors shall be elected at the annual or special meeting of the stockholders (except as provided in Section 2 of this Article), and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. Duties of Directors. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following the



annual meeting of the stockholders. In the event such meeting is not held immediately following the annual meeting of the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Special Meetings. Special meetings of the Board may be called by the President with notice to each of the directors as provided in Section 7 of Article III hereof; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 7. Notice. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Notice of meetings other than regular meetings shall be given to each director, in person or by mailing or by telegram, at his last known address, not less than 10 nor more than 60 days prior to the date designated therein for such meetings including the date of mailing, unless said notice is waived in writing by each director. Said notice shall be written, specifying the time and place of such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Voting. At all meetings of the Board of Directors, each director is to have one vote, irrespective of the number of shares of stock that he may hold.

Section 10. Unanimous Consent. Unless otherwise restricted by the certificate of incorporation or by these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 11. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole

Board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, including the power and authority to declare dividends, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 12. Records of Committees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 13. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or by these by-laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

#### ARTICLE IV

##### OFFICERS

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chairman of the Board, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose a President, more than one Vice President, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect a Chairman of the Board, a Vice President, a Secretary and a Treasurer.

Section 3. Compensation. The Board of Directors may, in

its own discretion, fix the salaries of all officers and agents of the corporation, in their capacity as such.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers shall be as follows:

#### Chairman of the Board

The Chairman of the Board shall be chief executive officer of the corporation and shall be responsible for formulating general policies and programs for the corporation for submission to the Board of Directors, and for carrying out the programs and policies approved by the Board of Directors. The Chairman of the Board shall (i) cause to be called regular and special meetings of the stockholders and Board of Directors in accordance with these By-Laws and shall preside at all such meetings; (ii) have the power to sign and deliver on behalf of the corporation all documents and agreements; (iii) in the absence or disability of the President, or if no President is elected, perform the duties and exercise all the powers of the President and be subject to all the restrictions upon the President; and (iv) have such other powers and duties as shall be assigned by the Board of Directors.

#### President

The President shall be the general manager of the corporation and shall, in general, be responsible for the administration and operation of all of the business and affairs of the corporation. The President shall (i) present annually to the stockholders and directors a report of the condition of the business of the corporation; (ii) appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the corporation, within the scope of his authority as general manager; (iii) sign and make all contracts and agreements in the name of the corporation, within the scope of his authority as general manager; (iv) see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law; (v) sign all certificates of stock, notes, drafts or bills of exchange, warrants or other orders for the payments of money duly drawn by the Treasurer; and (vi) enforce these by-laws and perform all the duties incident to the position and office, and which are required by law.

#### Vice President

The Vice President, if there shall be one, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the President, perform the duties and exercise all the powers of the President, and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings of all such meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall (i) give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors; (ii) perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be; and (iii) have custody of the corporate seal of the corporation and have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

#### Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Treasurer

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall (i) disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for

such disbursements; (ii) render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and the financial condition of the corporation; and (iii) if required by the Board of Directors, give the corporation and maintain a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the corporation, in the event of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money or other property belonging to the corporation of whatever kind in the possession or control of the Treasurer.

In the event there is no Vice President of the corporation, the Treasurer shall, in the absence of the Chairman of the Board and the President or in the event of their inability to act, perform the duties of the Chairman of the Board and the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board and the President.

#### Assistant Treasurer

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there shall be no such determination, then in the order of their election), shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

### ARTICLE V

#### CERTIFICATES OF STOCK

Section 1. Description. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the President or a Vice President, and countersigned by the Treasurer or Assistant Treasurer, Secretary or Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation, and sealed with the seal of the corporation. If the corporation shall be authorized to issue more than one class of stock, or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall

issue to represent such class of stock; provided, however, that except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Facsimile of Signature. Where a certificate is signed (1) by a transfer agent, or (2) by a transfer clerk, acting on behalf of the corporation and a registrar, the signature of any such President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary may be facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates, shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been issued, such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation.

Section 3. Transfer of Stock. The stock of the corporation, irrespective of class, shall be assignable and transferable on the books of the corporation only by the person in whose name it appears on said books, or his legal representatives. In case of transfer by attorney, the power of attorney duly executed and acknowledged shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and canceled before a new certificate may be issued; however, in the event of loss, mutilation or destruction of a certificate, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, subject, however, to any restrictions or limitations on the transfer thereof which may be set forth in the Certificate of Incorporation or referred to on the certificate so surrendered or which may be imposed by law or by any agreement to which the holder of such shares is subject.

Section 4. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote or take other action as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, in shares of capital stock, or otherwise as permissible by law, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Statements and Reports. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 3. Checks and Notes. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

## ARTICLE VII

### FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII  
INDEMNIFICATION

The corporation may indemnify and advance expenses to its directors, officers, employees and agents to the fullest extent permitted by applicable law.

ARTICLE IX  
AMENDMENTS

These by-laws may be altered, amended or repealed, or new by-laws may be adopted, at any regular meeting of the stockholders or the Board of Directors or at any special meeting of the stockholders or the Board of Directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

ARTICLE X  
NOTICE

Section 1. Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation or these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to require personal notice, but such notice may also be given in writing, by first class United States mail, postage prepaid, or by prepaid telegram and mail, addressed to such director or stockholder at his address as it appears on the records of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or, in the case of telegrams, when transmitted.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

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11/7/90



State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 08:40 PM 09/02/2008  
 FILED 08:40 PM 09/02/2008  
 SRV 080920366—4594918 FILE

**CERTIFICATE OF INCORPORATION**  
**OF**  
**AMSAFE—C SAFE, INC.**

1. The name of the corporation is: AmSafe—C Safe, Inc.

2. The address of its registered office in the State of Delaware is, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

3. The nature of the business or purposes to be conducted or promoted is: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is: One thousand (1,000) shares of common stock and the par value of each of such shares is: \$0.001 per share.

5. The name and mailing address of each incorporator is as follow:

| <u>Name</u>     | <u>Mailing Address</u>   |
|-----------------|--|
| Robert W. Shely | Bryan Cave LLP<br>Two North Central Avenue, Suite 2200<br>Phoenix, Arizona 85004 |

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

| <u>Name</u>           | <u>Mailing Address</u>                                  |
|-----------------------|---|
| Kenneth J. Beckemeyer | 1043 North 47 <sup>th</sup> Avenue<br>Phoenix, AZ 85043 |
| Dennis E. Gilbert     | 1043 North 47 <sup>th</sup> Avenue<br>Phoenix, AZ 85043 |

6. The corporation is to have perpetual existence.

7. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

8. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability

(i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of September, 2008.

/s/ Robert W. Shely \_\_\_\_\_  
Robert W. Shely  
Incorporator

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BYLAWS

OF

AMSAFE - C SAFE, INC.  
(a Delaware corporation)

September 2nd, 2008

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**BYLAWS  
OF  
AMSAFE—C SAFE, INC.**

These BYLAWS (the “Bylaws”) of AMSAFE—C SAFE, INC., a Delaware corporation (the “Corporation”), have been adopted by the Corporation effective as of the date set forth on the cover page hereof and are subject to the applicable provisions of the certificate of incorporation of the Corporation, as in effect from time to time (the “Certificate of Incorporation”), and the General Corporation Law of the State of Delaware (the “DGCL”).

**ARTICLE I  
OFFICES**

1.1. Registered Office. The registered office of the Corporation in the State of Delaware shall be designated from time to time by the board of directors of the Corporation (the “Board of Directors”).

1.2. Other Offices. The Corporation may maintain offices other than its registered office at such places, within or without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II  
MEETINGS OF STOCKHOLDERS**

2.1. Annual Meetings. An annual meeting of the stockholders of the Corporation (the “Stockholders”) shall be held on the second Tuesday in June of each year at the principal place of business of the Corporation or (b) on such other date and at such other time and place, within or without the State of Delaware, as the Board of Directors may hereafter establish by resolution and cause to be stated in the notice of such meeting or in a duly executed waiver of notice thereof. At each annual meeting of the Stockholders, the Stockholders shall elect the Board of Directors and transact such other business as may properly be brought before such meeting.

2.2. Special Meetings. Special meetings of the Stockholders, for any purpose or purposes, (a) may be called by the Chief Executive Officer and (b) shall be called by the Secretary upon the receipt of a written request stating the purpose or purposes of such meeting from (i) a majority of the Board of Directors or (ii) the Stockholders that own a majority of the shares of the stock of the Corporation issued and outstanding and entitled to vote thereon. Business transacted at any special meeting of the Stockholders shall be limited to the purpose or purposes stated in the notice of such meeting. Any special meeting of the Stockholders may be held on such date and at such time and place, within or without the State of Delaware, as shall be stated in the notice of such meeting or in a duly executed waiver of notice thereof.

2.3. Notices. (a) Written notice of the annual meeting of the Stockholders stating the date, time and place thereof shall be given to each Stockholder entitled to vote thereat at least 10 days but not more than 60 days before the date of such meeting.

(b) Written notice of a special meeting of the Stockholders stating the date, time, place and purpose thereof, shall be given to each Stockholder entitled to vote thereat at least 10 days but not more than 60 days before the date of such meeting. If such notice is mailed, then such notice shall be deemed to be given to any Stockholder when deposited in the mail, postage prepaid, directed to such Stockholder at such Stockholder’s address as it appears on the records of the Corporation.

2.4. Record Date. In order that the Corporation may determine the Stockholders entitled to notice of, or to vote at, any meeting of the Stockholders or any adjournment thereof, or to express written consent to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change,

conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be (a) more than 60 nor less than 10 days before the date of such meeting or (b) more than 60 days prior to any other action. If no record date is fixed, then (a) the record date for determining the Stockholders entitled to notice of, or to vote at, any meeting of the Stockholders shall be (i) at the close of business on the day next preceding the day on which notice is given or (ii) if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and (b) the record date for determining the Stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of the Stockholders of record entitled to notice of, or to vote at, any meeting of the Stockholders shall apply to any adjournment of such meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.5. Stock Ledger. The Secretary shall prepare and make, at least 10 days before every meeting of the Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list shall be open to the examination of any Stockholder for any purpose germane to the relevant meeting during ordinary business hours for a period of at least 10 days prior to such meeting either (a) at a place within the city where such meeting is to be held and which place shall be specified in the notice of such meeting or (b) if not specified, at the place where such meeting is to be held. Such list shall also be produced and kept at the time and place of the relevant meeting during the whole time thereof and may be inspected by any Stockholder who is present. The stock ledger shall be the only evidence as to the identity of the Stockholders entitled to examine the stock ledger, the list of the Stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of the Stockholders.

2.6. Quorum and Adjournments. The holders of a majority of the shares of the stock of the Corporation issued and outstanding and entitled to vote at any meeting of the Stockholders, present in person or represented by proxy, shall constitute a quorum at such meeting for the transaction of business, except as otherwise provided by the Certificate of Incorporation or the DGCL. If, however, such quorum shall not be present or represented at any meeting of the Stockholders, then the Stockholders entitled to vote thereat, present in person or represented by proxy, shall have power by majority vote to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Shares of the stock of the Corporation that are held by the Corporation or any affiliate of the Corporation shall not be entitled to vote or be counted for the purposes of determining a quorum. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If any adjournment is for more than 30 days, or if after any adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at such meeting.

2.7. Organization. Each meeting of the Stockholders shall be presided over by (a) the Chairman of the Board, if any, (b) the President, in the absence of the Chairman of the Board, (c) a chairman designated by the Board of Directors, in the absence of the Chairman of the Board and the President, or (d) a chairman chosen at such meeting, in the absence of the Chairman of the Board, the President and such designation. The Secretary, or any Assistant Secretary, in the absence of the Secretary, shall act as the secretary of each meeting of the Stockholders; provided, however, that if the Secretary and all Assistant Secretaries are absent, then the chairman of such meeting may appoint any person to act as the secretary of such meeting.

2.8. Vote. Each Stockholder entitled to vote at any meeting of the Stockholders shall be entitled to one vote for each share of stock held by such Stockholder which has voting power upon the matter in question. Voting at meetings of the Stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the shares of all classes of stock of the Corporation issued and outstanding and entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of the Stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect any director. All other elections and questions shall, unless

otherwise provided by the Certificate of Incorporation, the DGCL or these Bylaws, be decided by the vote of the holders of majority of the shares of stock of the Corporation issued and outstanding and entitled to vote thereon, present in person or represented by proxy, at the meeting; provided, however, that (except as otherwise required by the Certificate of Incorporation or the DGCL) the Board of Directors may require a larger vote upon any election or question.

2.9. Proxies. Each Stockholder entitled to vote at any meeting of the Stockholders may authorize another person or persons to act for such Stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless such proxy provides for a longer period of effectiveness. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Any Stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary an instrument in writing revoking the proxy or another duly executed proxy bearing a later date.

2.10. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent thereto is signed by the holders of the shares of the stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of the stock of the Corporation issued and outstanding and entitled to vote thereon were present and voted. Prompt notice of the taking of any action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented to such action in writing.

### ARTICLE III DIRECTORS

3.1. Election. (a) The number of directors comprising the Board of Directors shall not be less than one or more than 10. The number of directors comprising the initial Board of Directors shall be two (2). Hereafter, within such limits, the number of directors shall be determined by the Board of Directors or the Stockholders.

(b) The directors shall be elected at the annual meeting of the Stockholders, except as provided in Section 3.1(c), and each director elected by such Stockholders shall hold office, at the discretion of the Stockholders, until the earlier of (i) such director's resignation, removal or death or (ii) the due election and qualification of such director's successor. Directors need not be Stockholders. Any director or the entire Board of Directors may be removed, with or without cause, at any time by the holders of a majority of the shares of the stock of the Corporation issued and outstanding and entitled to vote thereon.

(c) Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office (even though the number of such directors may be less than a quorum), by the sole remaining director, or by the Stockholders at any meeting. Each director so elected shall hold office, at the discretion of the Stockholders, until the earlier of (i) such director's resignation, removal or death or (ii) the due election and qualification of such director's successor. If, at any time, there are no directors in office, then an election of directors may be held in the manner provided by the DGCL.

3.2. Chairman of the Board. There may be a chairman of the Board of Directors (the "Chairman of the Board") elected by the Board of Directors from their members at any meeting of the Board of Directors. The Chairman of the Board shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board of Directors.

3.3. Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do



all such lawful acts and things as are not required by the Certificate of Incorporation, the DGCL or these Bylaws to be exercised or done by the Stockholders.

3.4. First Meeting. The first meeting of each newly elected Board of Directors shall be held promptly after and at the same place as the annual meeting of the Stockholders, and any such meeting may be held without notice to any director. At the first meeting of each newly elected Board of Directors, the Board of Directors shall elect the officers of the Corporation and transact such other business as may properly be brought before such meeting.

3.5. Regular Meetings. Regular meetings of the Board of Directors may be held, without notice, on such date and at such time and place, within or without the State of Delaware, as shall be determined by the Board of Directors.

3.6. Special Meetings. Special meetings of the Board of Directors (a) may be called by the President on not less than two, or, in the case of notice given by mail, not less than three, days' notice to each director and (b) shall be called by the Secretary on like notice on the written request of two directors, unless the Board of Directors consists of only one director, in which case special meetings shall be called by the Secretary on like notice on the written request of the sole director. Any special meeting of the Board of Directors may be held on such date and at such time and place, within or without the State of Delaware, as shall be stated in the notice of such meeting or in a duly executed waiver of notice thereof.

3.7. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Certificate of Incorporation or the DGCL. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.8. Organization. Each meeting of the Board of Directors shall be presided over by (a) the Chairman of the Board, if any, (b) the President, in the absence of the Chairman of the Board, or (c) a chairman chosen at such meeting, in the absence of the Chairman of the Board and the President. The Secretary, or any Assistant Secretary, in the absence of the Secretary, shall act as the secretary of each meeting of the Board of Directors; provided, however, if the Secretary and all Assistant Secretaries are absent, then the chairman of such meeting may appoint any person to act as the secretary of such meeting.

3.9. Meeting by Conference Telephone. Unless otherwise restricted by the Certificate of Incorporation, directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

3.10. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all of the directors, and such written consent is filed with the minutes of the proceeding of the Board of Directors.

3.11 Compensation. The Board of Directors may fix the compensation, including fees and reimbursement of expenses, paid to directors for attendance at regular or special meetings of the Board of Directors.

ARTICLE IV  
COMMITTEES

4.1. Designation. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees of the Board of Directors (a "Committee"). Each Committee shall have such name as may be determined from time to time by the Board of Directors.

4.2. Members. Each Committee shall consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any Committee, who may replace any absent or disqualified member at any meeting of such Committee. In the absence or disqualification of any member of any Committee, the member or members of such Committee present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in place of any such absent or disqualified member.

4.3. Powers. To the extent provided in the relevant resolution, any Committee shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal (if any) of the Corporation to be affixed to all papers which may require it; provided, however, that (a) no Committee shall have power or authority in reference of (i) amending the Certificate of Incorporation (except that any Committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the DGCL, fix the designations and any of the preferences or rights of such shares relating to dividends, redemptions, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), (ii) adopting an agreement of merger or consolidation of the Corporation under Section 251 or 252 of the DGCL, (iii) recommending to the Stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, (iv) recommending to the Stockholders a dissolution of the Corporation or a revocation of dissolution or (v) amending these Bylaws, and (b) unless the resolution expressly so provides, no Committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

4.4. Rules. Unless the Board of Directors otherwise provides, each Committee may adopt, amend or repeal rules for the conduct of its business. In the absence of such rules, each Committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

4.5. Minutes. Each Committee shall keep regular minutes of its meetings and report such minutes to the Board of Directors when required.

4.6. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of any Committee may be taken without a meeting if a written consent thereto is signed by all of the members of such Committee, and such written consent is filed with the minutes of the proceeding of such Committee.

4.7. Compensation. The Board of Directors may fix the compensation, including fees and reimbursement of expenses, paid to directors for attendance at meetings of any Committee.

ARTICLE V  
NOTICES

5.1. Method. Notices to directors and Stockholders shall be in writing and delivered personally or mailed to the directors or Stockholders at their respective addresses as they appear on the records of the Corporation. Notice to directors may also be given by telephone or facsimile.

5.2. Waiver. Whenever any notice is required to be given under any provision of the Certificate of Incorporation, the DGCL or these Bylaws, a written waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when such person attends any meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because such meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Stockholders, directors or members of any Committee need be specified in any written waiver of notice.

ARTICLE VI  
OFFICERS

6.1. Election. (a) The officers of the Corporation shall be elected by the Board of Directors, shall include a president (the "President"), a treasurer (the "Treasurer") and a secretary (the "Secretary") and may include one or more vice presidents (the "Vice Presidents"), assistant treasurers (the "Assistant Treasurers") or assistant secretaries (the "Assistant Secretaries"). Two or more offices may be held by the same person. The Board of Directors may elect such other officers of the Corporation as the Board of Directors may deem necessary, desirable or appropriate, and each of such officers shall hold office for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

(b) Each officer of the Corporation shall hold office, at the discretion of the Board of Directors, until the earlier of (i) such officer's resignation, removal or death or (ii) the due election and qualification of such officer's successor. Any officer may be removed, with or without cause, at any time by a majority of the Board of Directors; provided, however, that no such removal shall prejudice the contractual rights of such officer, if any, with the Corporation.

(c) Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors or by appointment of the President.

6.2. President. (a) The President shall be the chief executive officer of the Corporation and may be designated by the Board of Directors as the "Chief Executive Officer" of the Corporation. The President shall, under the direction of the Board of Directors, be responsible for the management of the business of the Corporation. The President shall, in the absence of the Chairman of the Board, if any, preside at all meetings of the Stockholders and the Board of Directors, and have the powers and duties assigned to the President in the DGCL and these Bylaws and such other powers and duties as may be assigned to the President from time to time by the Board of Directors.

(b) The President may, on behalf of the Corporation, execute and deliver such agreements, instruments and documents, and take such other actions, as the President may deem necessary, desirable or appropriate to effect any transaction authorized by the Board of Directors.

6.3. Vice Presidents. (a) Each Vice President shall, in the absence of the President and in the order of seniority determined by the Board of Directors, have the powers and duties of the President. Any Vice President shall have such powers and duties as may be assigned to such Vice President from time to time by the Board of Directors or the President.

(b) If any Vice President is designated by the Board of Directors as the "Chief Operating Officer" of the Corporation, then such Vice President shall be deemed to be the most senior Vice President of the Corporation. If any Vice President is designated by the Board of Directors as the "Chief Financial Officer" of the Corporation, then such Vice President shall, in the absence of the Chief Operating Officer of the Corporation, if any, be deemed to be the most senior Vice President of the Corporation.

6.4. Treasurer. The Treasurer shall, in the absence of any Vice President designated as the Chief Financial Officer of the Corporation, be the chief financial officer of the Corporation. The Treasurer shall (a) maintain custody of the funds and securities of the Corporation, (b) keep full and accurate accounts of receipts and disbursements in the records of the Corporation and (c) deposit all funds and other valuable effects of the Corporation in the name and for the benefit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall have the powers and duties assigned to the Treasurer in the DGCL and these Bylaws and such other powers and duties as may be assigned to the Treasurer from time to time by the Board of Directors, the President or any Vice President.

6.5. Assistant Treasurers. Each Assistant Treasurer shall, in the absence of the Treasurer and in the order of seniority determined by the Board of Directors, have the powers and duties of the Treasurer. Any Assistant Treasurer shall have such powers and duties as may be assigned to such Assistant Treasurer from time to time by the Board of Directors, the President, any Vice President or the Treasurer.

6.6. Secretary. (a) The Secretary shall keep the seal of the Corporation in safe custody and, when authorized by the Board of Directors, affix such seal to any agreement, instrument or document that requires it. The Secretary shall have the powers and duties assigned to the Secretary in the DGCL and these Bylaws and such other powers and duties as may be assigned to the Secretary from time to time by the Board of Directors, the President or any Vice President

(b) The Secretary may, on behalf of the Corporation, execute and deliver such certificates as the Secretary may deem necessary, desirable or appropriate to certify any record of the Corporation in connection with any transaction authorized by the Board of Directors.

6.7. Assistant Secretaries. Each Assistant Secretary shall, in the absence of the Secretary and in the order of seniority determined by the Board of Directors, have the powers and duties of the Secretary. Any Assistant Secretary shall have such powers and duties as may be assigned to such Assistant Secretary from time to time by the Board of Directors, the President, any Vice President or the Secretary.

6.8. Compensation. The Board of Directors may fix the compensation paid to each officer of the Corporation or delegate the power to fix such compensation to the President.

## ARTICLE VII CERTIFICATES OF STOCK

7.1. Certificates. Every Stockholder shall be entitled to have a certificate, signed by the President or any Vice President and the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary, certifying the number of shares of the stock of the Corporation owned by such Stockholder (a "Certificate"). If the Corporation is authorized to issue more than one class of stock, or more than one series of any class, the designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights shall be set forth in full or summarized on the face or back of each Certificate that the Corporation shall issue to represent such class of stock; provided, however, that except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of such Certificate a statement that the Corporation will furnish without charge to each Stockholder who so requests the designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

7.2. Facsimile Signatures. If any Certificate is signed by any transfer agent or any assistant transfer agent or by any transfer clerk acting on behalf of the Corporation and any registrar, then the signature on such Certificate of the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary or Assistant Secretary may be a facsimile signature. If any officer of the

Corporation who has signed, or whose facsimile signature has been used on, any Certificate shall cease to be an officer of the Corporation before such Certificate has been delivered by the Corporation, then such Certificate may nevertheless be adopted by the Corporation and be issued and delivered as though the person who signed such Certificate or whose facsimile signature has been used thereon had not ceased to be an officer of the Corporation.

7.3. Lost Certificates. The Board of Directors may direct that a new Certificate be issued in place of any Certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of such fact by the person claiming the Certificate to be lost, stolen or destroyed. When authorizing the issue of such a new Certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the holder of such lost, stolen or destroyed Certificate, or such holder's legal representative, to advertise such fact in such manner as the Board of Directors may require or to give the Corporation a bond in such sum as the Board of Directors may direct as indemnity against any claim that may be made against the Corporation with respect to such lost, stolen or destroyed Certificate or the issuance of such new Certificate.

7.4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of any Certificate duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new Certificate to the person entitled thereto, cancel the old Certificate and record the transaction upon the records of the Corporation.

7.5. Closing of Transfer Books. The Board of Directors may close the stock transfer books of the Corporation (a) for a period of not more than 60 nor less than 10 days preceding (i) the date of any meeting of the Stockholders, (ii) the date for payment of any dividend, (iii) the date for the allotment of rights or (iv) the date when any change or conversion or exchange of stock shall go into effect or (b) for a period of not more than 60 nor less than 10 days in connection with obtaining the consent of the Stockholders for any purpose.

7.6. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of any person registered on the records of the Corporation as the owner of shares of the stock of the Corporation (a) to receive dividends, (b) to vote as such owner and (c) to hold liable for calls and assessments. The Corporation shall not be bound to recognize any equitable or other claim to or interest in any such share on the part of any other person, whether or not the Corporation shall have any notice thereof, except as otherwise provided by the DGCL.

## ARTICLE VIII INDEMNIFICATION

8.1. Right to indemnification. (a) Subject to Section 8.2 and Section 8.5, the Corporation shall indemnify each person who at any time is, or shall have been a director or officer of the Corporation and who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person (i) acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that any person (i) did not act in good faith or in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation or (ii) with respect to any criminal action or proceeding had reasonable cause to believe that such person's conduct was unlawful.

(b) Subject to Section 8.2 and Section 8.5, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or In the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or Is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

8.2. Determination by the Corporation. (a) Any indemnification under this Article VIII (unless ordered by any court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the relevant director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1. Such determination shall be made, with respect to any person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (ii) by a Committee of such directors designated by a majority vote of such directors, even though less than a quorum, (iii) if there are no such directors, or If such directors so direct, by independent legal counsel in a written opinion or (iv) by the Stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person In connection therewith, without the necessity of authorization in the specific case.

(b) For purposes of any determination under Section 8.2(a), a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be In or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on (i) the records or books of account of the Corporation or another enterprise, (ii) information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, (iii) the advice of legal counsel for the Corporation or another enterprise or (iv) information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant, an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 8.2(b) shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent The provisions of this Section 8.2(b) shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 8.1.

8.3. Determination by a Court. If the Corporation has made a determination under Section 8.2 that the indemnification of any director or officer is not proper in the circumstances because such person has not met the applicable standard of conduct set forth in Section 8.1, then notwithstanding such contrary determination, such person may apply to the Court of Chancery in the State of Delaware or any other court of competent jurisdiction for indemnification to the extent otherwise permissible under Section 8.1. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 8.1. The Corporation's contrary determination in the specific case under Section 8.2 shall not be a defense to such application or create a presumption that

the director or officer seeking indemnification has not met any applicable standard of conduct Notice of any application for indemnification pursuant to this Section 8.3 shall be given to the Corporation promptly upon the filing of such application, If successful, in whole or in part, the director or officer seeking Indemnification shall also be entitled to be paid the expense of prosecuting such application.

8.4. Payment in Advance. Expenses incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

8.5. Conditions Precedent. (a) Each person entitled to indemnification under this Article VIII shall, as a condition precedent to his right to indemnification hereunder with respect to any claim made against such person, give the Corporation notice in writing of such claim as soon as practicable after such person has received notice of the claim. Each such person shall direct each such notice to the Secretary of the Corporation at the principal place of business of the Corporation (or such other address as the Corporation shall designate in writing to such person). In addition, each such person shall give the Corporation any information and cooperation that the Corporation may reasonably request with respect to such claim.

(b) Each person entitled to indemnification under this Article VIII shall, as a condition precedent to his right to indemnification hereunder with respect to any expense Incurred by such person, obtain from the Corporation the prior written consent of the Corporation to incur such expense (which consent shall not be unreasonably withheld or delayed). Each such person shall seek such consent from the Secretary of the Corporation at the principal place of business of the Corporation (or such other address as the Corporation shall designate in writing to such person). In addition, each such person shall give the Corporation any information that the Corporation may reasonably request with respect to such expense.

8.6. Timely Payment. (a) The Corporation shall indemnify each person entitled to indemnification under this Article VIII no later than 60 days after the delivery by such person to the Corporation of a written request for payment thereof. The Corporation shall pay to any such person any advances to be made thereunder within 20 days following the delivery of a written request by such person to the Corporation for payment thereof.

(b) If the Corporation has made a determination under Section 8.2 that the indemnification of any director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 but fails to pay such person with respect to any written request made within the applicable period set forth in Section 8.6(a), or if the Corporation fails to make any determination with respect to a specific case within such period, then such person may at any time thereafter bring suit against the Corporation in the Court of Chancery in the State of Delaware or any other court of competent Jurisdiction to recover the unpaid amount of the request it shall be a defense to any such action (other than a suit brought to enforce a request for expenses incurred in connection with any action, suit or proceeding in advance of its final disposition) that such person has not met the applicable standard of conduct set forth in Section 8.1, but the burden of proving such defense shall be on the Corporation, and such person shall be entitled to receive advance payment of expenses pursuant to Section 8.4 unless and until such defense has been finally adjudicated by court order or judgment for which no further right of appeal exists. Notice of any such suit pursuant to this Section 8.6(b) shall be given to the Corporation promptly upon the filing of such suit. If successful, in whole or in part, the person seeking indemnification shall also be entitled to be paid the expense of prosecuting such suit.

8.7. Assumption of Defense. If the Corporation is obligated to indemnify any director or officer under this Article VIII with respect to any action, suit or proceeding against such person, the Corporation shall be entitled to assume the defense of such action, suit or proceeding with counsel approved by such person (which approval shall not be unreasonably withheld or delayed), upon the delivery to such person of written notice to such effect After the delivery of such a notice, approval of such counsel by such

person and the retention of such counsel by the Corporation, the Corporation will not be liable to such person under this Article VIII for any fees of counsel subsequently incurred by such person with respect to the action, suit or proceeding, unless (a) such person and the Corporation have reasonably concluded that such counsel has a conflict of interest between the Corporation and such person in the conduct of such defense, (b) the Corporation ceases or terminates the retention of such counsel with respect to the defense of such action, suit or proceeding, or (c) the retention of counsel by such person is authorized by the Corporation. In any of such events, the fees and expenses of such person's counsel shall be at the expense of the Corporation. At all times, any such person shall have the right to retain other counsel in any such action, suit or proceeding at such person's expense.

8.8. Partial Indemnification. If any director or officer is entitled to indemnification by the Corporation under this Article VIII for any portion (but not the total amount) of any expenses (including attorneys' fees), judgments, fines or amounts actually and reasonably incurred by such person in connection with any action, suit or proceeding, the Corporation shall nevertheless indemnify such person for such portion.

8.9. Subrogation. If the Corporation makes any payment under this Article VIII, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the director or officer to whom such payment is made, and such person shall do all things that may be necessary to secure such rights, including without limitation the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

8.10. Continuing Contract Right. The right to indemnification conferred in this Article VIII shall be a contract right. No amendment to or repeal of this Article VIII shall apply to, or have any effect on, any right to indemnification provided hereunder with respect to any act or omission occurring prior to such amendment or repeal.

8.11. Non-exclusivity. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any Bylaw, agreement, vote of the Stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 8.1 shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 8.1 but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL or otherwise.

8.12. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

8.13. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, (a) references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan, (b) references to "serving at



the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries, and (c) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VIII.

8.14. Survival. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.15. Limitations. Notwithstanding anything contained in this Article VIII to the contrary, the Corporation shall not be obligated as follows:

(a) To indemnify any director or officer in connection with any action, suit or proceeding (or part thereof) initiated by any person unless such action, suit or proceeding (or part thereof) was authorized or consented to by the Board of Directors (except for suits to enforce rights to indemnification brought in accordance with Section 8.3 or 8.6, as applicable);

(b) To indemnify any person with respect to any action, suit or proceeding Initiated by such person to enforce rights to indemnification under this Article VIII if a court of competent jurisdiction has determined that such action, suit or proceeding was not made in good faith or was frivolous;

(c) To indemnify any person with respect to (i) circumstances in which indemnification is expressly prohibited pursuant to Delaware law other applicable law or (ii) any act or omission from which a director may not be relieved of liability pursuant to Delaware law,

(d) To indemnify any person with respect to any expense that has been paid directly to such person by an insurance carrier under a policy of directors and officers liability insurance maintained by the Corporation; or

(e) To indemnify any person with respect to any expense (or the payment of profits) arising from the purchase and sale by such person of any security in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

8.16. Notices. All consents, notices, requests, demands and other communications permitted or required under this Article VIII shall be in writing and shall be deemed duly given (a) if delivered by hand and receipted for by the addressee, on the date of such receipt, or (b) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked.

8.17. Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

## ARTICLE IX MISCELLANEOUS

9.1. Dividends. Subject to the provisions of the Certificate of Incorporation and the DGCL, (a) the Board of Directors may declare dividends upon the stock of the Corporation at any regular or special meeting of the Board of Directors, and (b) dividends may be paid in cash, property or shares of the stock of the Corporation.

9.2. Reserves. The Board of Directors may set aside out of any funds of the Corporation legally available therefor such reserves as the Board of Directors, in its discretion, may consider necessary, desirable or appropriate (a) to meet contingencies, (b) for equalizing dividends, (c) for repairing or maintaining any property of the Corporation or (d) for such other purposes as the Board of Directors may deem necessary, advisable or appropriate. The Board of Directors may modify or abolish any such reserves in the manner in which such reserves were created.

9.3. Books and Records. The Corporation shall keep, at the principal place of business of the Corporation or such other office of the Corporation as the Board of Directors may deem necessary, desirable or appropriate, correct and complete books and records of account, minutes of the proceedings of meetings of the Stockholders, the Board of Directors and each Committee, if any, and the names and addresses of the Stockholders.

9.4. Fiscal Year. The fiscal year of the Corporation shall be December 31 year unless otherwise fixed by the Board of Directors.

9.5. Amendments. The Board of Directors may amend or repeal any of these Bylaws at any regular or special meeting of the Board of Directors, and the Stockholders may amend or repeal any of these Bylaws at any annual or special meeting of the Stockholders.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 05/09/2000  
001237039—3225681

## CERTIFICATE OF INCORPORATION

OF

ERIE ACQUISITION CORP.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is: ERIE ACQUISITION CORP.

SECOND: The registered office of the corporation is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, State of Delaware, 19805-1297. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) designated as Common Stock with a par value of One Dollar (\$1.00) per share.

FIFTH: The name and address of the Incorporator are as follows:

| <u>NAME</u>       | <u>ADDRESS</u>                                      |
|-------------------|---|
| Shelly Himelreich | 1013 Centre Road<br>Wilmington, Delaware 19805-1297 |

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The number of directors of the Corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the Corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens and all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends,

(3) The Directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holder of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the Corporation and upon all stockholders as though it had been approved or ratified by every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest or for any other reason.

(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject nevertheless, to the provisions of the statutes of Delaware, of this Certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: The personal liability of Directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

/s/ Shelly Himmelreich

Incorporator

CERTIFICATE OF AMENDMENT  
OF  
ERIE ACQUISITION CORP.

THE UNDERSIGNED, being the sole director of Erie Acquisition Corp., a corporation organized and existing under and by virtue of the General Corporation law of the State of Delaware, does hereby certify as follows:

FIRST: The Fourth Article of the Certificate of Incorporation be, and it is hereby amended to read as follows:

The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) designated as Common Stock with a par value of One Dollar (\$1.00) per share, issuable in series with eight hundred (800) shares designated as Series A Common Stock and two hundred (200) shares designated as Series B Common Stock. Series A Common Stock shall be identical to Series B Common Stock in all respects except as provided otherwise in this Certificate of Incorporation.

SECOND: Section (1) of the Sixth Article of the Certificate of Incorporation be, and it is hereby amended to read as follows:

The number of directors of the Corporation shall be four (4). The holders of Series A Common Stock shall elect three (3) directors and the holders of Series B Common Stock shall not be entitled to vote on the election of such directors. The holders of Series B Common Stock shall elect one (1) director and the holders of Series A Common Stock shall not be entitled to vote on the election of such director. Election of directors need not be by ballot unless the by-laws so provide.

THIRD: Section (2) of the Sixth Article of the Certificate of Incorporation be, and it is hereby amended to read as follows

“The Board of Directors by unanimous approval shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the bylaws of the Corporation; provided, however, the Board of Directors by majority vote shall have power without the assent or vote of the stockholders to fix and vary the amount to be reserved for any proper purposes; to authorize and cause to be executed mortgages and liens on all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration of payment of dividends.”

FOURTH: The Seventh Article of the Certificate of Incorporation be, and it is hereby deleted in its entirety.

FIFTH: The Eighth Article of the Certificate of Incorporation be, and it is hereby renumbered as the Seventh Article of the Certificate of Incorporation.

SIXTH: That this amendment was duly adopted in accordance with the provisions of section 242 of the General Corporation Law of the State of Delaware. That the Board of Directors has adopted a resolution approving the amendments contained herein and written consent to the amendments contained herein has been given by the sole shareholders of the Corporation in accordance with Section 228 the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have signed this certificate this 25 day of May, 2000.

/s/ Harry J. Staszewski

\_\_\_\_\_  
Harry J. Staszewski

BEING THE SOLE DIRECTOR

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/19/2000  
001309629—3225681

CERTIFICATE OF AMENDMENT OF  
CERTIFICATE OF INCORPORATION  
OF  
ERIE ACQUISITION CORP.

The undersigned, Robert W. Webb, Secretary of ERIE ACQUISITION CORP., does hereby certify as follows:

FIRST: That the name of the Corporation is ERIE ACQUISITION CORP.;

SECOND: That the Certificate of Incorporation was filed in the Office of the Secretary of State of Delaware on the 9th day of May, 2000.

THIRD: That the Certificate of Incorporation of said Corporation has been amended as follows:

ARTICLE FIRST of the Certificate of Incorporation is hereby amended to read as follows: "FIRST: The name of the corporation is:

BRIDPORT ERIE AVIATION, INC."

FOURTH: That such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being the Secretary herein above named, for the purpose of amending the Certificate of Incorporation of the Corporation, pursuant to the General Corporation Law of the State of Delaware, does hereby certify the adoption of the amendment, declaring that the facts herein stated are true, and accordingly has hereunto signed this Certificate this 19th day of June, 2000.

/s/ Robert W. Webb

Robert W. Webb, Secretary



AMENDED AND RESTATED BY-LAWS  
OF  
ERIE ACQUISITION CORP.  
Dated: May 25, 2000

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The corporation may also have offices at such other place both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders shall be held on the first Monday in May or, if a legal holiday, then on the next secular day following, at 10:00 a.m. Such meeting shall be held within or without the State of Delaware, at which meeting the stockholders shall elect a Board of Directors in the manner described in this Section 1, and transact such other business as may properly be brought before the meeting. The holders of Series A Common Stock shall elect by majority vote three (3) directors and the holders of Series B Common Stock shall not be entitled to vote on the election of such directors. The holders of Series B Common Stock shall elect by majority vote one (1) director and the holders of Series A Common Stock shall not be entitled to vote on the election of such director. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the stockholders as soon thereafter as may be convenient.

Section 2. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of

stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 3. Notice. Written notice of the annual or special meeting shall be given to each stockholder entitled to vote thereat, in person or by mailing to him at his last known address, not less than 10 nor more than 60 days before the date of meeting, unless such notice is waived in writing by each stockholder entitled thereto.

Section 4. Stockholder List. The officer who has charge of the stock ledger of the corporation shall, not less than 10 nor more than 60 days prior to any election of directors, prepare a list of all stockholders of record (the date of such list being hereafter referred to as the "record date"), which list shall be in alphabetical order and shall show the address and number and series of shares registered in the name of each such stockholder. At such election, each stockholder of record on the record date shall be entitled to vote the shares owned by him, as disclosed by such list, irrespective of any transfers thereof subsequent to the record date. Such list shall also govern the voting of shares at any adjourned meeting; provided, however, that the Board of Directors may, but shall not be required to, fix a new record date for any adjourned meeting. Such list shall be open to the examination of any stockholder or his duly authorized legal representative, during ordinary business hours, for a period of at least 10 days prior to the election, either at a place within the city, town or village where the election is to be held, and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof and shall be subject to the inspection of any stockholder who may be present.

Section 5. Quorum. The holders of 50% of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be presented or represented, at which time any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Voting. Unless otherwise provided in the certificate of incorporation or these by-laws, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from the date, unless the proxy provides for a longer period.

Section 7. Written Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes, of the certificate of incorporation, or of these by-laws, such meeting and vote of stockholders may be dispensed with if a majority of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

### ARTICLE III

#### DIRECTORS

Section 1. Number. The number of directors which shall constitute the whole Board of Directors shall be four (4). The directors shall be elected annually at the annual or special meeting of the stockholders (except as provided in Section 2 of this Article), and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. Duties of Directors. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall

be held immediately following the annual meeting of the stockholders, in the event such meeting is not held immediately following the annual meeting of the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Special Meetings. Special meetings of the Board may be called by the President with notice to each of the directors as provided in Section 7 of Article III hereof; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 7. Notice. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Written notice specifying the date, time and place of any meeting other than regular meeting shall be given in writing to each director in person or by courier, mail, telegram or facsimile transmission (if receipt is confirmed by telephone), at his last known address, not less than twenty-four (24) hours prior to the date and time designated therein for such meeting, unless said notice is waived in writing by a director. Notice shall be deemed given when delivered in person, by telegram or by facsimile or when mailed.

Section 8. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Voting. At all meetings of the Board of Directors, each director is to have one vote, irrespective of the number of shares of stock that he may hold.

Section 10. Unanimous Consent. Unless otherwise restricted by the certificate of incorporation or by these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 11. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the

Board of Directors in the management of the business and affairs of the corporation, including the power and authority to declare dividends, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 12. Records of Committees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 13. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or by these by-laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

#### ARTICLE IV

##### OFFICERS

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chairman of the Board, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose a President, more than one Vice President, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect a Chairman of the Board, a Vice President, a Secretary and a Treasurer.

Section 3. Compensation. The Board of Directors may, in its own discretion, fix the salaries of all officers and agents of the corporation, in their capacity as such.

Section 4. Term. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors

may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers shall be as follows:

#### Chairman of the Board

The Chairman of the Board shall be chief executive officer of the corporation and shall be responsible for formulating general policies and programs for the corporation for submission to the Board of Directors, and for carrying out the programs and policies approved by the Board of Directors. The Chairman of the Board shall (i) cause to be called regular and special meetings of the stockholders and Board of Directors in accordance with these by-laws and shall preside at all such meetings; (ii) have the power to sign and deliver on behalf of the corporation all documents and agreements; (iii) in the absence or disability of the President, or if no President is elected, perform the duties and exercise all the powers of the President and be subject to all the restrictions upon the President; and (iv) have such other powers and duties as shall be assigned by the Board of Directors.

#### President

The President shall be the general manager of the corporation and shall, in general, be responsible for the administration and operation of all of the business and affairs of the corporation. The President shall (i) present annually to the stockholders and directors a report of the condition of the business of the corporation; (ii) appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the corporation, within the scope of his authority as general manager; (iii) sign and make all contracts and agreements in the name of the corporation, within the scope of his authority as general manager; (iv) see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law; (v) sign all certificates of stock, notes, drafts or bills of exchange, warrants or other orders for the payments of money duly drawn by the Treasurer; and (vi) enforce these by-laws and perform all the duties incident to the position and office, and which are required by law.

#### Vice President

The Vice President, if there shall be one, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the President and the Chairman of the Board, perform the duties and exercise all the powers of the President, and be subject to all the restrictions upon the President. The Vice Presidents shall

perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings of all such meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall (i) give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors; (ii) perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be; and (iii) have custody of the corporate seal of the corporation and have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

#### Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Treasurer

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall (i) disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements; (ii) render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and the financial condition of the corporation; and (iii) if required by the Board of Directors, give the corporation and maintain a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the corporation, in the event of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money or other property belonging to the corporation of whatever kind in the possession or control of the Treasurer.

In the event there is no Vice President of the corporation, the Treasurer shall, in the absence of the Chairman of the Board and the President or in the event of their inability to act, perform the duties of the Chairman of the Board and the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board and the President.

Assistant Treasurer

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there shall be no such determination, then in the order of their election), shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1. Description. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the President or a Vice President, and countersigned by the Treasurer or Assistant Treasurer, Secretary or Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation, and sealed with the seal of the corporation. If the corporation shall be authorized to issue more than one class of stock, or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided, however, that except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Facsimile of Signature. Where a certificate is signed (1) by a transfer agent, or (2) by a transfer clerk, acting on behalf of the corporation and a registrar, the signature of any such President, Vice President, Treasurer, Assistant Treasurer, Secretary or



Assistant Secretary may be facsimile. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on any such certificate or certificates, shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been issued, such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation.

Section 3. Transfer of Stock. The stock of the corporation, irrespective of class, shall be assignable and transferable on the books of the corporation only by the person in whose name it appears on said books, or his legal representatives. In case of transfer by attorney, the power of attorney duly executed and acknowledged shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and canceled before a new certificate may be issued; however, in the event of loss, mutilation or destruction of a certificate, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, subject, however, to any restrictions or limitations on the transfer thereof which may be set forth in the Certificate of Incorporation or referred to on the certificate so surrendered or which may be imposed by law or by any agreement to which the holder of such shares is subject.

Section 4. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote or take other action as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash,

in property, in shares of capital stock, or otherwise as permissible by law, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Statements and Reports. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 3. Checks and Notes. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

## ARTICLE VII

### FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

## ARTICLE VIII

### INDEMNIFICATION

The corporation may indemnify and advance expenses to its directors, officers, employees and agents to the fullest extent permitted by applicable law.

## ARTICLE IX

### AMENDMENTS

These by-laws may be altered, amended or repealed, or new by-laws may be adopted, by unanimous approval of the Series A and Series B Shareholders or the unanimous approval of the Board of Directors at any regular meeting of the stockholders or the Board of Directors or at any special meeting of the stockholders or the Board of Directors if notice of such

alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

ARTICLE X

NOTICE

Section 1. Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation or these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to require personal notice, but such notice may also be given in writing, by first class United States mail, postage prepaid, or by prepaid telegram and mail, addressed to such director or stockholder at his address as it appears on the records of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or, in the case of telegrams, when transmitted.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

FILED  
STATE OF WASHINGTON  
FEB 06 1998  
RALPH MUNRO  
SECRETARY OF STATE

**ARTICLES OF INCORPORATION  
OF  
AIR CARRIER ACQUISITION CORP.**

ARTICLE I

Name

The name of the corporation is Air Carrier Acquisition Corp. (the "Corporation").

ARTICLE II

Authorized Shares

(1) Classes. The Corporation shall be authorized to issue two classes of stock to be designated, respectively, as "Common Stock" and "Preferred Stock." The total number of shares which the Corporation shall have authority to issue is five million (15,000,000); the authorized number of shares of Common Stock shall be ten million (10,000,000), without par value; and the authorized number of shares of Preferred Stock shall be five million (5,000,000), without par value.

(2) Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series. Shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law. The Board of Directors of the Corporation is hereby authorized to fix the designations and powers, preferences and relative, participating, optional or other rights, if any, and qualifications, limitations or other restrictions thereof, including, without limitation, the dividend rate (and whether or not dividends are cumulative), conversion rights, if any, voting rights, rights and terms of redemption (including sinking fund provisions, if any), redemption price and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding.

ARTICLE III

Directors

The number of directors of the Corporation and the manner in which such directors are to be elected shall be as set forth in the bylaws. The initial board of directors shall consist of the following four (4) members, the current business address of each of whom is: Bridport plc, Tancred Street, Taunton, Somerset, England, TAI IRY:

Geoffrey D. Woods  
Graham MacSporran  
Howard Earl  
John Bowden

ARTICLE IV

Shareholders' Rights

1. Shareholders of the Corporation have no preemptive rights to acquire additional shares issued by the Corporation.

2. Subject to the provisions of Article II(2) above, holders of Common Stock and Preferred Stock shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V  
Voting Rights

1. Subject to the provisions of Article II(2) above, holders of Common Stock and Preferred Stock shall have unlimited voting rights.

2. At each election of directors, every shareholder entitled to vote at such election has the right to vote the number of shares of stock held by such shareholder for each of the directors to be elected. No cumulative voting for directors shall be permitted.

3. Any action required or which may be taken at a meeting of shareholders of the Corporation may be taken without a meeting or a vote if either (i) the action is taken by all shareholders entitled vote; or (ii) the action is taken by shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, and at the time the action is taken the Corporation does not have (a) capital stock registered with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934, as amended or (b) more than 300 shareholders of record. The taking of the action by shareholders without a meeting or vote must be evidenced by one or more written consents describing the action taken, signed by the shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes necessary in order to take such action by written consent under (i) or (ii) immediately above, and delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. If not otherwise fixed under Washington law, the record date for determining shareholders entitled to take action without a meeting is the date on which the first shareholder consent is signed. A written consent is not effective to take the action referred to in the consent unless, within sixty (60) days of the earliest consent delivered to the Corporation, written consents signed by a sufficient number of shareholders to take action are delivered to the Corporation. Unless the written shareholder consent specifies a later effective date, action taken by written consent is effective when both: (a) consents sufficient to authorize taking the action have been delivered to the Corporation; and (b) ten (10) days have lapsed (unless a longer period is required under Washington law) since the Corporation delivered written notice to all of the shareholders of the Corporation requesting such action by written consent, which notice must contain or be accompanied by the same material that would have been required, under Washington law, to be sent to non-consenting or nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted for shareholder action.

ARTICLE VI  
Limitation on Liability of Directors

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for his or her conduct as a director, which conduct takes place on or after the date this Article becomes effective, except for (i) acts or omissions that involve intentional misconduct or a knowing violation of law by the director, (ii) conduct violating RCW 23B.08.310, or (iii) any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If, after this Article becomes effective, the Washington Business Corporation Act is amended to

authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be deemed eliminated or limited to the fullest extent permitted by the Washington Business Corporation Act, as so amended. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date this Article becomes effective.

ARTICLE VII

Registered Office

The address of the registered office of the Corporation is 1325 Fourth Avenue, Suite 1200, Seattle, Washington 98101-2509, and the name of the registered agent at such address is Daren H. Nitz.

ARTICLE VIII

Incorporator

The name and address of the incorporator is:

Name  
Daren H. Nitz

Address  
Van Valkenberg Furber Law Group P.L.L.C.  
1325 Fourth Avenue, Suite 1200  
Seattle, Washington 98101 -2509

ARTICLE IX

Amendment of Articles

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on shareholders and directors are subject to this reserved power.

DATED: February 4,1998

/s/ Daren H. Nitz  
Daren H. Nitz

FILED  
STATE OF WASHINGTON  
FEB 23 1998  
RALPH MUNRO  
SECRETARY OF STATE

**ARTICLES OF AMENDMENT  
OF  
AIR CARRIER ACQUISITION CORP.**  
(UBI No. 601-851-901)

(Changing Name to Air Carrier Interiors, Inc.)

Pursuant to RCW 23B.10.060, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Air Carrier Acquisition Corp. (the "Corporation").

SECOND: The Articles of Incorporation are hereby amended as follows:

Article I

Name

The name of the corporation is Air Carrier Interiors, Inc. (the "Corporation").

THIRD: The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.

FOURTH: The foregoing amendment was adopted by the Board of Directors of the Corporation on February 19, 1998 without shareholder action, in accordance with the provisions of RCW 23B.10.020. Shareholder action is not required.

AIR CARRIER ACQUISITION CORP.

Date: February 20, 1998

By: /s/ Graham MacSporran  
Graham MacSporran, Vice President

FILED  
STATE OF WASHINGTON  
DEC 14 1999

RALPH MUNRO  
SECRETARY OF STATE

**ARTICLES OF AMENDMENT  
OF  
AIR CARRIER INTERIORS, INC.**  
(UBI No. 601-851-901)

(Changing Name to Bridport-Air Carrier, Inc.)

Pursuant to RCW 23B.10.060, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Air Carrier Interiors, Inc. (the "Corporation").

SECOND: The Articles of Incorporation are hereby amended as follows:

Article I

Name

The name of the corporation-is Bridport-Air Carrier, Inc. (the "Corporation").

THIRD: The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.

FOURTH: The foregoing amendment was adopted by the Board of Directors of the Corporation on October 26,1999 without shareholder action, in accordance with the provisions of RCW 23B.10.020. Shareholder action is not required.

AIR CARRIER ACQUISITION CORP.

Date: October 26, 1999

By: /s/ Keith McConnell

\_\_\_\_\_  
Keith McConnell, President



**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**BRIDPORT-AIR CARRIER, INC.**

**ARTICLE I**

**Meetings of Shareholders**

Section 1. Annual Meetings. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the shareholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notices of Meetings. Unless waived, and except as provided by applicable law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. Place of Meetings. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Washington and causes the notice thereof to so state.

Section 5. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Washington Business Corporation Act § 23B.07.070.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

## ARTICLE II

### Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be shareholders, shall be fixed by the board and shall be no fewer than one (1) and no more than five (5). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Washington, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Washington, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by

resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

### ARTICLE III

#### Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies

in such committees shall be filled by the board of directors or as the board of directors may provide.

#### ARTICLE IV

##### Officers

Section 1. General Provisions. The board of directors may elect a president, such number of vice presidents as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

#### ARTICLE V

##### Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring

his signature; and shall have all the powers and duties prescribed by the Washington Business Corporation Act and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought, or other appropriate court, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to “the Corporation” shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed



to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder

thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

#### ARTICLE VIII

##### Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on September 30 in each year.

#### ARTICLE IX

##### Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

#### ARTICLE X

##### Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

ARTICLES OF INCORPORATION

OF

SOUTHERN SAFETY, INC.

I.

The name of the corporation is Southern Safety, Inc.

II.

The number of shares the corporation is authorized to issue is one thousand (1000).

III.

The street address of the initial registered office of the corporation is 255 Magmar Lane, Fayetteville, Fayette County, Georgia 30214, and the initial registered agent of the corporation at such address is C. W. Drummond.

IV.

The name and address of each incorporator is C. W. Drummond, 255 Magmar Lane, Fayetteville, Georgia 30214.

V.

The mailing address of the initial principal office of the corporation is Southern Safety, Inc., 255 Magmar Lane, Fayetteville, Georgia 30214.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

This 26th day of September, 1994.

/s/ C. W. Drummond  
C. W. Drummond

SECRETARY OF STATE  
Sep 28 3:14 PM 94

Control No: K424746  
Date Filed: 06/01/2006 12:00 AM  
Cathy Cox  
Secretary of State

**ARTICLES OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
SOUTHERN SAFETY, INC.**

Southern Safety, Inc., a corporation organized and existing under the Business Corporation Code of the State of Georgia (the "Corporation"), does hereby certify that:

FIRST: The name of the corporation is: Southern Safety, Inc.

SECOND: The Articles of Incorporation of the Corporation (the "Articles of Incorporation") were filed with the Secretary of State of the State of Georgia on September 28, 1994.

THIRD: Article I, of the Articles of Incorporation is hereby amended in its entirety to read as follows:

"The name of the corporation is AmSafe Aviation, Inc."

FOURTH: The date of adoption of the amendment is May 22, 2006.

FIFTH: The board of directors of the Corporation, acting in accordance with the provisions of Section 14-2-820 of the Business Corporation Code of the State of Georgia (the "Code"), approved the foregoing amendment of the Articles of Incorporation.

SIXTH: The foregoing amendment of the Articles of Incorporation has been duly adopted by the sole shareholder of the Corporation in accordance with the provisions Section 14-2-1003 of the Code.

SEVENTH: The Corporation certifies that the request for publication of a notice of intent to file articles of amendment to change the name of the corporation will be made as required by Section 14-2-1006.1(b) of the Code.

Dated: May 22<sup>nd</sup>, 2006

SOUTHERN SAFETY, INC.

By: /s/ Terence W. Lyons

Terence W. Lyons, Vice President,  
Chief Financial Officer and Secretary

SECRETARY OF STATE  
2006 JUN -1 A 8 16  
CORPORATIONS DIVISION

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**AMSAFE AVIATION, INC.**

**ARTICLE I**

**Meetings of Shareholders**

Section 1. Annual Meetings. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the shareholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notices of Meetings. Unless waived, and except as provided by applicable law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. Place of Meetings. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Georgia and causes the notice thereof to so state.

Section 5. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Georgia Business Corporation Code.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

## ARTICLE II

### Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be shareholders, shall be fixed by the board and shall be no fewer than one (1) and no more than five (5). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Georgia, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Georgia, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by

resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

### ARTICLE III

#### Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies



in such committees shall be filled by the board of directors or as the board of directors may provide.

#### ARTICLE IV

##### Officers

Section 1. General Provisions. The board of directors may elect a president, such number of vice presidents as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

#### ARTICLE V

##### Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring

his signature; and shall have all the powers and duties prescribed by the Georgia Business Corporation Code and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought, or other appropriate court, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed

to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder

thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

#### ARTICLE VIII

##### Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on September 30 in each year.

#### ARTICLE IX

##### Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

#### ARTICLE X

##### Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CREDIT SUISSE SECURITIES (USA) LLC  
CREDIT SUISSE AG  
Eleven Madison Avenue  
New York, NY 10010

UBS SECURITIES LLC  
UBS LOAN FINANCE LLC  
299 Park Avenue  
New York, New York 10171

CONFIDENTIAL

January 20, 2012

TransDigm Group Incorporated  
The Tower at Erieview  
1301 East 9th Street, Suite 3710  
Cleveland, OH 44114

Attention: Greg Rufus  
Executive Vice President and  
Chief Financial Officer

\$500,000,000 Senior Secured Term Facility  
Commitment Letter

Ladies and Gentlemen:

You have advised Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "**CS**"), Credit Suisse Securities (USA) LLC ("**CS Securities**" and, together with CS and their respective affiliates, "**Credit Suisse**"), UBS Loan Finance LLC ("**UBSLF**" and, together with CS, the "**Initial Lenders**") and UBS Securities LLC ("**UBS Securities**" and, together with UBSLF and their respective affiliates, "**UBS**") (Credit Suisse and UBS are collectively referred to herein as "**we**" or "**us**") that you intend to acquire (the "**Acquisition**"), through a newly formed wholly owned subsidiary of the Borrower, all of the equity interests of AmSafe Global Holdings, Inc., a Delaware corporation (the "**Company**") from BSR LLC, Greenbriar Equity Fund II, L.P. and related investors (collectively referred to herein as the "**Seller**") and to consummate the other Transactions (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Summary of Principal Terms and Conditions attached hereto as Exhibit A (the "**Term Sheet**")). You have further advised us that, in connection therewith, the Borrower will obtain the senior secured term facility (the "**Term Facility**") described in the Term Sheet, in an aggregate principal amount of up to \$500,000,000.

1. Commitments.

In connection with the foregoing, (a) CS is pleased to advise you of its commitment to provide 70% of the aggregate principal amount of the Term Facility and (b) UBSLF is pleased to advise you of its commitment to provide 30% of the aggregate principal amount of the Term Facility, in each case upon the terms and subject to the conditions set forth or referred to in this commitment letter (including the Term Sheet and other attachments hereto, this “**Commitment Letter**”).

2. Titles and Roles.

You hereby appoint (a) CS Securities and UBS Securities to act, and CS Securities and UBS Securities hereby agree to act, as joint lead arrangers and joint bookrunners for the Term Facility (together in such capacities, the “**Arrangers**”), and (b) CS to act, and CS hereby agrees to act, as sole administrative agent and sole collateral agent for the Term Facility, in each case upon the terms and subject to the conditions set forth or referred to in this Commitment Letter. Each of CS Securities, UBS Securities and CS, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. You agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letter referred to below) will be paid in connection with the Term Facility unless you and we shall so agree. It is agreed that Credit Suisse will have “left” placement in any and all marketing materials or other documentation used in connection with the Term Facility.

3. Syndication.

We reserve the right, prior to and/or after the execution of definitive documentation for the Term Facility, to syndicate all or a portion of the Initial Lenders’ commitments in respect of the Term Facility to a group of banks, financial institutions and other institutional lenders (together with the Initial Lenders, the “**Lenders**”) identified by the Arrangers in consultation with you, and you agree to provide us with a period of at least 15 days following the launch of the general syndication of the Term Facility on the date of the general meeting with prospective Lenders and immediately prior to the Closing Date to syndicate the Term Facility. We intend to commence syndication efforts promptly upon the execution of this Commitment Letter and the public announcement of the Transactions, and you agree to actively assist us in completing a Successful Syndication (as defined in the Fee Letter). Such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit from your existing lending and investment banking relationships and the existing lending and investment banking relationships of the Company and the Borrower, (b) direct contact between senior management, representatives and advisors of you and the Borrower (and your using commercially reasonable efforts to cause direct contact between senior management, representatives and advisors of the Company) and the proposed Lenders, (c) assistance by you and the Borrower (and your using commercially reasonable efforts to cause the assistance by the Company) in the preparation of a Confidential Information



Memorandum for the Term Facility and other customary marketing materials and presentations to be used in connection with the syndication (collectively, "**Information Materials**"), (d) your providing or causing to be provided a detailed business plan or projections of Holdings and its subsidiaries for the years 2012 through 2016, in form and substance reasonably satisfactory to the Arrangers (it being understood that the projections received by the Arrangers on or prior to the date hereof are satisfactory), (e) your using commercially reasonable efforts to obtain a public corporate credit rating from Standard & Poor's Ratings Service ("**S&P**") and a public corporate family rating from Moody's Investors Service, Inc. ("**Moody's**"), in each case in respect of Holdings, and public ratings for the Term Facility from each of S&P and Moody's at least 15 days prior to the Closing Date, and (f) the hosting, with the Arrangers, of one or more meetings of prospective Lenders at such times as may be reasonably agreed upon. Notwithstanding the foregoing or anything else in this Commitment Letter or the Fee Letter to the contrary, neither the commencement nor completion of the syndication of the Term Facility, nor the obtaining of the ratings referred to above shall be a condition precedent to the availability of the borrowings on the Closing Date.

You agree, at the request of any of the Arrangers, to assist (and to use commercially reasonable efforts to cause the Company to assist) in the preparation of versions of the Information Materials consisting exclusively of information and documentation that is either (i) publicly available or of a type that would be publicly available if the Company were a public reporting company or (ii) not material with respect to Holdings, the Borrower, the Company, the Seller or their respective subsidiaries or any of their respective securities for purposes of foreign, United States Federal and state securities laws (all such Information Materials being "**Public Lender Information**"). Any information and documentation that is not Public Lender Information is referred to herein as "**Private Lender Information**". Before distribution of any Information Materials, you agree to execute and deliver to the Arrangers (i) a letter in which you authorize distribution of the Information Materials to Lenders' employees willing to receive Private Lender Information and (ii) a letter in which you authorize distribution of Information Materials containing solely Public Lender Information and represent that such Information Materials do not contain any Private Lender Information, which letters shall in each case include a customary representation as to the accuracy of the Information Materials. You further agree that each document to be disseminated by any of the Arrangers to any Lender in connection with the Term Facility will, at the request of any of the Arrangers, be identified by you as either (i) containing Private Lender Information or (ii) containing solely Public Lender Information. You acknowledge that the following documents, if final drafts of which are provided to you before their intended distribution, contain solely Public Lender Information (unless you notify us prior to their intended distribution that any such document contains Private Lender Information): (a) drafts and final definitive documentation with respect to the Term Facility; (b) administrative materials prepared by us for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda); (c) notification of changes in the terms of the Term Facility; and (d) other

materials (excluding the Projections (as defined below)) intended for public Lenders after the initial distribution of Information Materials.

The Arrangers will manage all aspects of any syndication in consultation with you, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders, any naming rights and the amount and distribution of fees among the Lenders. To assist the Arrangers in their syndication efforts, you agree promptly to prepare and provide (and to use commercially reasonable efforts to cause the Company promptly to provide) to the Arrangers all customary information with respect to Holdings, the Borrower, the Company and their respective subsidiaries, the Transactions and the other transactions contemplated hereby, including all financial information and projections (together with all other forward-looking information, the "**Projections**"), as any of the Arrangers may reasonably request in connection with the syndication of the Term Facility.

#### 4. Information.

You hereby represent and covenant (with respect to the Seller, the Company and their respective subsidiaries, to the best of your knowledge) that (a) all information other than the Projections (the "**Information**") that has been or will be made available to us by or on behalf of you or any of your representatives is or will be, when furnished, complete and correct in all material respects when taken as a whole and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to us by or on behalf of you or any of your representatives have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us (it being recognized that actual results during the period or periods covered by such Projections may differ from the projected results and that such differences may be material). You agree that if at any time prior to the later of (i) the closing of the Term Facility and (ii) the completion of a Successful Syndication (as determined by the Arrangers) but in no event later than the date that is 90 days following the closing of the Term Facility, any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances. In arranging and syndicating the Term Facility, we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof.

5. Fees.

As consideration for the Commitments hereunder, and our agreements to perform the services described herein, you agree to pay (or to cause the Borrower to pay) to us for our own accounts the fees set forth in (a) this Commitment Letter and (b) the fee letter dated the date hereof and delivered herewith with respect to the Term Facility (the "**Fee Letter**").

6. Conditions Precedent.

Each Initial Lender's commitment hereunder, and our agreements to perform the services described herein, are subject to (a) except as contemplated by the Merger Agreement, there not having occurred any effect, event, change, occurrence, development or circumstance since December 31, 2011 that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (as defined in Exhibit C), (b) our satisfaction that, prior to the later of (i) the closing of the Term Facility and (ii) the completion of a Successful Syndication (as determined by the Arrangers) but in no event later than the date that is 90 days following the closing of the Term Facility, there shall be no other competing issues of debt securities or commercial bank or other competing credit facilities of Holdings, the Borrower, the Company or their respective subsidiaries being announced, offered, placed or arranged (other than any such issues coordinated with the Arrangers), (c) the negotiation, execution and delivery of definitive documentation with respect to the Term Facility (the "**Loan Documents**") consistent with this Commitment Letter and the Fee Letter and otherwise mutually satisfactory to the parties hereto; *provided* that the requirements of the Loan Documents will be such so as not to cause the Borrower, by entering into the same, to be in default of the 2010 Credit Agreement or the 2011 Credit Agreement (it being understood that this proviso shall not apply to any default resulting from failure to meet any required financial ratio under the 2010 Credit Agreement or the 2011 Credit Agreement in connection with incurring the debt under the Term Facility), (d) your compliance with the terms of Section 3 of this Commitment Letter and the Fee Letter, (e) the payment in full of all fees, expenses and other amounts due and payable to us under this Commitment Letter and the Fee Letter (which amounts may be offset against the proceeds of the Term Facility), and (f) the conditions set forth or referred to in the Term Sheet under the heading "Conditions Precedent to Borrowing" and in Exhibit B.

Notwithstanding anything to the contrary in this Commitment Letter, the Fee Letter, the Loan Documents or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby, (a) the only representations relating to Holdings, the Company and their respective subsidiaries, the accuracy of which shall be a condition to the availability of the Term Facility on the Closing Date, shall be (i) such of the representations made by the Seller or the Company in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that Holdings or the Borrower has the right to terminate its obligations under the Merger Agreement or decline to consummate the Acquisition as a result of a breach of

such representations in the Merger Agreement (the “**Merger Agreement Representations**”) and (ii) the Specified Representations (as defined below), and (b) the terms of the Loan Documents shall be in a form such that they do not impair availability or funding of the Term Facility on the Closing Date if the conditions set forth in this Commitment Letter are satisfied (it being understood that, to the extent (x) any guarantee to be provided by any subsidiary of the Company which is not a person incorporated or formed in the United States or the District of Columbia or (y) any collateral referred to in the Term Sheet is not or cannot be provided or perfected on the Closing Date after your use of commercially reasonable efforts to do so (other than the grant and perfection of security interests in assets located in any state of the United States or the District of Columbia with respect to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code or a short-form security agreement with the United States Copyright Office or the United States Patent and Trademark Office or, in the case of stock certificates of the Borrower and its domestic subsidiaries and intercompany notes of Holdings and its domestic subsidiaries, by possession of such collateral), then the provision or perfection, as the case may be, of any such guarantee or collateral shall not constitute a condition precedent to the availability of the Term Facility on the Closing Date, but may instead be provided or perfected, as the case may be, after the Closing Date pursuant to arrangements to be mutually agreed). For purposes hereof, “**Specified Representations**” means the representations and warranties referred to in the Term Sheet relating to corporate existence, power and authorization (as to the execution, delivery and performance of the Loan Documents), due authorization, execution and delivery and enforceability of the Loan Documents, validity, priority (subject to permitted liens (to be defined in a manner consistent with the Existing Credit Agreements)) and perfection of security interests in the Collateral (subject to the limitations set forth in the preceding sentence), solvency of Holdings and its subsidiaries on a consolidated basis after giving effect to the Transactions, no conflicts with laws, charter documents, the Existing Credit Agreements and other material agreements, compliance with the PATRIOT Act, margin regulations, the Investment Company Act, laws applicable to sanctioned persons and the Foreign Corrupt Practices Act and status of the Term Facility and guarantees thereof as “senior debt” and “designated senior debt” under the Existing Notes Documents (as defined in the 2011 Credit Agreement). This paragraph, and the provisions herein, shall be referred to as the “**Conditions Limitation Provision**”.

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of us and each of our respective affiliates, partners, officers, directors, employees, agents, advisors, controlling persons, members and successors and assigns (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Transactions, the Term Facility or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto (and

regardless of whether such matter is initiated by a third party or by Holdings, the Company or any of their respective affiliates or shareholders), and to reimburse each such Indemnified Person upon demand for any reasonable legal or other reasonable out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses (i) to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the willful misconduct, bad faith or gross negligence of such Indemnified Person, (ii) to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from a material breach of the obligations of such Indemnified Person under this Commitment Letter, or (iii) arising out of or in connection with any claim, litigation, investigation or proceeding that does not involve an act or omission of you, the Borrower or any of your affiliates (as found by a final, nonappealable judgment of a court of competent jurisdiction) and that is brought by an Indemnified Person against any other Indemnified Person (other than any such Indemnified Person acting as an agent, arranger, bookrunner or similar role under the Term Facility) and (b) to reimburse each of us from time to time, upon presentation of a reasonably detailed invoice, for all reasonable out-of-pocket expenses (including but not limited to the reasonable expenses of our due diligence investigation, consultants' fees, syndication expenses, travel expenses and fees, disbursements and other charges of a single counsel plus, to the extent necessary, one local counsel in each applicable jurisdiction, any special counsel and, in the case of a conflict of interest or separate defenses available to Indemnified Persons that are different from those available to the other Indemnified Persons, one additional counsel per affected party), in each case, incurred in connection with the Term Facility and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letter, the Loan Documents and any ancillary documents and security arrangements in connection therewith. Notwithstanding any other provision of this Commitment Letter, no Indemnified Person shall be liable for any indirect, special, punitive or consequential damages in connection with its activities related to the Term Facility, this Commitment Letter or the Fee Letter.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that we and our respective affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein or otherwise. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and us is intended to be or has been created in respect of any of

the transactions contemplated by this Commitment Letter, irrespective of whether we have advised or are advising you on other matters, (b) each of us, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any advisory or fiduciary duty on the part of any of us, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that each of us is engaged in a broad range of transactions that may involve interests that differ from your interests and that none of us has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against any of us for breach of fiduciary duty or alleged breach of fiduciary duty in connection with this Commitment Letter, the Fee Letter, the Term Facility or any transactions contemplated hereby or thereby and agree that none of us shall have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors. Additionally, you acknowledge and agree that none of us is advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (including, without limitation, with respect to any consents needed in connection with the transactions contemplated hereby). You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby (including, without limitation, with respect to any consents needed in connection therewith), and we shall have no responsibility or liability to you with respect thereto. Any review by us of Holdings, the Borrower, the Company, the Transactions, the other transactions contemplated hereby or other matters relating to such transactions will be performed solely for our benefit and shall not be made on behalf of you or any of your affiliates.

You further acknowledge that each of Credit Suisse and UBS is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each of us may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Borrower, the Company and other companies with which you, the Borrower or the Company may have commercial or other relationships. With respect to any securities and/or financial instruments so held by us or any of our customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter shall not be assignable by you without the prior written consent of each Initial Lender and each Arranger (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties

hereto (and Indemnified Persons), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons). Each of the Initial Lenders may assign its commitment hereunder to one or more prospective Lenders, whereupon such Initial Lender shall be released from the portion of its commitment hereunder so assigned; *provided* that such Initial Lender shall not be so released except (a) in the event that such assignee was approved by you in writing (such approval not to be unreasonably withheld or delayed) or (b) to the extent such assignee funds the portion of the commitment assigned to it on the Closing Date. Any and all obligations of, and services to be provided by any of us hereunder (including, without limitation, each Initial Lender's commitment) may be performed and any and all rights of any of us hereunder may be exercised by or through any of our respective affiliates or branches; *provided* that no Initial Lender will be relieved of its obligations hereunder in the event its affiliates fail to perform any of such obligations or services. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each Initial Lender, each Arranger and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. You acknowledge that information and documents relating to the Term Facility may be transmitted through SyndTrak, Intralinks, the internet, e-mail, or similar electronic transmission systems, and that none of us shall be liable for any damages arising from the unauthorized use by others of information or documents transmitted in such manner, except to the extent such unauthorized use was found by a final, nonappealable judgment of a court of competent jurisdiction to arise from our willful misconduct, bad faith or gross negligence. After the Closing Date, each Arranger may place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web as it may choose, and circulate similar promotional materials, after the closing of the Transactions in the form of a "tombstone" or otherwise describing the names of you, the Borrower and your and its affiliates (or any of them), and the amount, type and closing date of such Transactions, all at such Arranger's expense. This Commitment Letter and the Fee Letter supersede all prior understandings, whether written or oral, between us with respect to the Term Facility. The obligations of the Initial Lenders and the Arrangers under this Commitment Letter, including the commitments of the Initial Lenders, shall be several and not joint. **THIS COMMITMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT (A) THE DEFINITION OF "COMPANY MATERIAL ADVERSE EFFECT" (AS DEFINED HEREIN) AND THE INTERPRETATION OF WHETHER OR NOT SUCH EVENT HAS OCCURRED, (B) THE DETERMINATION OF THE ACCURACY OF ANY MERGER AGREEMENT REPRESENTATION AND WHETHER AS A RESULT**

**OF ANY INACCURACY THEREOF HOLDINGS OR THE BORROWER HAS THE RIGHT TO TERMINATE ITS OBLIGATIONS UNDER THE MERGER AGREEMENT OR TO DECLINE TO CONSUMMATE THE ACQUISITION AS A RESULT OF A BREACH OF SUCH REPRESENTATIONS AND (C) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE MERGER AGREEMENT, IN EACH CASE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**

10. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, and agrees that all claims in respect of any such action or proceeding may be heard and determined only in such New York State court or, to the extent permitted by law, in such Federal court; *provided* that suit for the recognition or enforcement of any judgment obtained in any such New York State or Federal court may be brought in any other court of competent jurisdiction, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any New York State court or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail addressed to you at the address above shall be effective service of process against you for any suit, action or proceeding brought in any such court.

11. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.



## 12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor the Fee Letter nor any of their terms or substance, nor our activities pursuant hereto, shall be disclosed, directly or indirectly, to any other person except (a) to your officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis, (b) as required by applicable law, rule or regulation or compulsory legal process (in which case you agree to inform us, to the extent legally permitted to do so, promptly thereof prior to such disclosure), (c) this Commitment Letter and the existence and contents hereof (but not the Fee Letter or the contents thereof other than the existence thereof and the contents thereof as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other disclosures) may be disclosed in any prospectus or offering memoranda relating to any offering of securities, in any syndication or other marketing material in connection with the Term Facility or in connection with any public filing requirement, (d) the Term Sheet may be disclosed to potential Lenders and to any rating agency in connection with the Transactions, and (e) to the Company and the Seller and their respective officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis (*provided* that the Fee Letter and its terms and substance shall only be disclosed to the Seller and the Company and their respective officers, directors, employees, attorneys, accountants, agents or advisors redacted in a manner satisfactory to the Arrangers).

Notwithstanding anything herein to the contrary, any party to this Commitment Letter (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Commitment Letter and the Fee Letter and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure, except that (i) tax treatment and tax structure shall not include the identity of any existing or future party (or any affiliate of such party) to this Commitment Letter or the Fee Letter and (ii) no party shall disclose any information relating to such tax treatment and tax structure to the extent nondisclosure is reasonably necessary in order to comply with applicable securities laws. For this purpose, the tax treatment of the transactions contemplated by this Commitment Letter and the Fee Letter is the purported or claimed U.S. Federal income tax treatment of such transactions and the tax structure of such transactions is any fact that may be relevant to understanding the purported or claimed U.S. Federal income tax treatment of such transactions.

## 13. Surviving Provisions.

The compensation, reimbursement, indemnification, confidentiality, syndication, jurisdiction, governing law and waiver of jury trial provisions contained herein and in the Fee Letter and the provisions of Section 8 hereof shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered

and (other than in the case of the syndication provisions) notwithstanding the termination of this Commitment Letter or the Initial Lenders' commitments hereunder and our agreements to perform the services described herein.

14. PATRIOT Act Notification.

We hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "**PATRIOT Act**"), each of us and each Lender is required to obtain, verify and record information that identifies Holdings, the Borrower and the Subsidiary Guarantors, which information includes the name, address, tax identification number and other information regarding Holdings, the Borrower and the Subsidiary Guarantors that will allow each of us or such Lender to identify Holdings, the Borrower and the Subsidiary Guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each of us and each Lender. You hereby acknowledge and agree that we shall be permitted to share any or all such information with the Lenders.

15. Acceptance and Termination.

If the foregoing correctly sets forth our agreement with you, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 11:59 p.m., New York City time, on January 20, 2012. Each Initial Lender's offer hereunder, and our agreements to perform the services described herein, will expire automatically and without further action or notice and without further obligation to you at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. This Commitment Letter will become a binding commitment of each Initial Lender only after it has been duly executed and delivered by you in accordance with the first sentence of this Section 15. In the event that the Closing Date does not occur on or before 5:00 p.m., New York City time, on April 20, 2012 (or such earlier date on which the Merger Agreement terminates or Holdings or the Borrower publicly announces its intention not to proceed with the Acquisition), then this Commitment Letter and each Initial Lender's commitment hereunder, and our agreements to perform the services described herein, shall automatically terminate without further action or notice and without further obligation to you unless each of us shall, in our discretion, agree to an extension.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Acquisition.

Very truly yours,

CREDIT SUISSE SECURITIES (USA) LLC

By /s/ Carly Baxter

Name: Carly Baxter

Title: Director

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH

By /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

By /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

[TRANSDIGM COMMITMENT LETTER]

UBS SECURITIES LLC

By /s/ Ryan Vetsch

Name: Ryan Vetsch

Title: Director

By /s/ Barbara S. Wang

Name: Barbara S. Wang

Title: Director and Counsel  
Region Americas Legal

UBS LOAN FINANCE LLC

By /s/ Ryan Vetsch

Name: Ryan Vetsch

Title: Director

By /s/ Barbara S. Wang

Name: Barbara S. Wang

Title: Director and Counsel  
Region Americas Legal

[TRANSDIGM COMMITMENT LETTER]

Accepted and agreed to as of  
the date first above written:

TRANSDIGM GROUP INCORPORATED

By /s/ Gregory Rufus  
Name:  
Title:

\$500,000,000 Senior Secured Term Facility  
Summary of Principal Terms and Conditions

- Borrower: Transdigm Inc., a Delaware corporation (the “Borrower”), all of the outstanding equity interests of which are owned by Transdigm Group Incorporated, a Delaware corporation (“Holdings”).
- Transactions: The Borrower intends to acquire (the “**Acquisition**”) all of the equity interests of AmSafe Global Holdings, Inc., a Delaware corporation (the “**Company**”) from BSR LLC, Greenbriar Equity Fund II, L.P. and related investors (collectively referred to herein as the “**Seller**”) pursuant to an agreement and plan of merger (including the schedules and exhibits thereto, the “**Merger Agreement**”) to be entered into among the Seller, the Borrower, AGH Acquisition, Inc., a Delaware corporation (“**Merger Sub**”), all the outstanding equity interests of which will be owned by the Borrower, and the Seller. In connection with the Acquisition, (a) Merger Sub will be merged with and into the Company on the terms and conditions set forth in the Merger Agreement with the Company surviving as a wholly owned subsidiary of the Borrower, (b) the Borrower will obtain the senior secured term loan facility described below under the caption “Senior Secured Term Facility”, (c) the Company will repay in full, and discharge, certain existing indebtedness (the “**Company Existing Debt**”), and (d) fees and expenses incurred in connection with the foregoing (the “**Transaction Costs**”) will be paid. The transactions described in this paragraph are collectively referred to herein as the “**Transactions**”.
- Agent: Credit Suisse AG, acting through one or more of its branches or affiliates (“**CS**”), will act as sole administrative agent and collateral agent (collectively, in such capacities, the “**Agent**”) for a syndicate of banks, financial institutions and other institutional lenders (together with CS, the “**Lenders**”), and will perform the duties customarily

associated with such roles.

Joint Lead Arrangers  
and Joint Bookrunners:

Credit Suisse Securities (USA) LLC and UBS Securities LLC will act as joint lead arrangers and joint bookrunners for the Term Facility described below (collectively, in such capacities, the “**Arrangers**”), and will perform the duties customarily associated with such roles.

Syndication Agent:

UBS Securities LLC will act as syndication agent for the Term Facility (in such capacity, the “**Syndication Agent**”).

Documentation Agent:

At the option of the Arrangers, one or more financial institutions identified by the Arrangers and acceptable to the Borrower (in such capacity, the “**Documentation Agent**”).

Senior Secured Term  
Facility:

A senior secured term loan facility in an aggregate principal amount of up to \$500,000,000 (the “**Term Facility**”).

Incremental Term  
Facility:

The Borrower shall be entitled on one or more occasions and subject to satisfaction of customary conditions to incur additional term loans under the Term Facility or under a new term loan facility (such term loans, the “**Additional Term Loans**”), with such Additional Term Loans having the same guarantees as, and being secured on a *pari passu* basis by, the same collateral securing the Term Facility; *provided* that the aggregate principal amount of all such Additional Term Loans plus the aggregate amount of all incremental term facilities and incremental revolving facilities incurred under the Existing Credit Agreements shall in no event exceed \$500,000,000; *provided further* that (i) no event of default or default exists or would exist after giving effect thereto, (ii) the Borrower’s ratio of senior secured debt to EBITDA would not exceed 4.00:1.00, each on a pro forma basis on the date of incurrence and for the most recent determination period, after giving effect to any such Additional Term Loans and other customary and appropriate pro forma adjustment events, (iii) the maturity date of the Additional Term Loans shall be no earlier than the maturity date of the Term Facility, (iv) the average life to maturity of the

Additional Term Loans shall be no shorter than the remaining average life to maturity of the Term Facility, (v) the Additional Term Loans shall be subject to a “most favored nation” pricing provision that ensures that the initial yield on the Additional Term Loans does not exceed the yield on the Term Facility by more than 50 basis points (in each case taking into account any applicable original issue discount, upfront fee, applicable margins and LIBOR “floor”) and (vi) the other terms and documentation in respect thereof, to the extent not consistent with the Term Facility, shall otherwise be reasonably satisfactory to the Agent. The Borrower may seek commitments in respect of Additional Term Loans from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders who will become Lenders in connection therewith.

Purpose:

The proceeds of the Term Facility will be used by the Borrower, on the date of the initial borrowing thereunder (the “**Closing Date**”), together with cash on hand at the Borrower, solely (a) to pay the cash consideration contemplated pursuant to the Merger Agreement, (b) to refinance the Company Existing Debt and (c) to pay the Transaction Costs.

Availability:

The full amount of the Term Facility (other than, for the avoidance of doubt, any Additional Term Loans) must be drawn in a single drawing on the Closing Date. Amounts borrowed under the Term Facility that are repaid or prepaid may not be reborrowed.

Original Issue

Discount:

The Term Facility will be funded with 100 basis points of original issue discount.

Interest Rates and Fees:

As set forth on Annex I hereto.

Default Rate:

The applicable interest rate plus 2.0% per annum upon the occurrence and during the continuance of a payment or bankruptcy event of default at the option of the required lenders.

Final Maturity  
and Amortization:

The Term Facility will mature on February 14, 2017, and will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the



original principal amount of the Term Facility with the balance payable on the maturity date of the Term Facility.

Guarantees:

All obligations of the Borrower under the Term Facility will be unconditionally guaranteed (the “**Guarantees**”) by Holdings and by each existing and subsequently acquired or organized domestic and, to the extent no adverse tax consequences to the Borrower would result therefrom, foreign subsidiary of the Borrower (the “**Subsidiary Guarantors**”); *provided, however* that no unrestricted subsidiary (to be defined in a manner consistent with the Existing Credit Agreements (defined below)) will be or become a Subsidiary Guarantor. Notwithstanding anything to the contrary contained herein, the requirement of this paragraph shall be, as of the Closing Date, subject to the Conditions Limitation Provision of the Commitment Letter.

Security:

The Term Facility and the Guarantees will be secured by all of the assets of Holdings, the Borrower and each Subsidiary Guarantor, whether owned on the Closing Date or thereafter acquired, that secure the obligations under the credit agreement dated as of February 14, 2011 (the “**2011 Credit Agreement**”), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto and CS, as administrative agent and collateral agent and the credit agreement dated as of December 6, 2010 (the “**2010 Credit Agreement**”) and, together with the 2011 Credit Agreement, the “**Existing Credit Agreements**”), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto and CS, as administrative agent and collateral agent (collectively, the “**Collateral**”).

The security interests in the Collateral shall be created pursuant to amendments to the Collateral Documents (as defined in the Existing Credit Agreements), as contemplated by Section 9.02(b) of each Existing Credit Agreement, and none of the Collateral shall be subject to any other liens, other than the *pari passu* liens securing indebtedness under

the Existing Credit Agreements, permitted liens (to be defined in a manner consistent with the Existing Credit Agreements) and subject to other customary and limited exceptions to be agreed upon.

Notwithstanding anything to the contrary contained herein, the requirements of the two preceding paragraphs shall be, as of the Closing Date, subject to the Conditions Limitation Provision of the Commitment Letter.

Mandatory  
Prepayments:

Loans under the Term Facility shall be prepaid with (a) if greater than zero, the sum of 50% of Excess Cash Flow (to be defined) minus the aggregate amount of such Excess Cash Flow that is required to be applied to the prepayment of term loans under the 2011 Credit Agreement, with reductions to be agreed upon based upon achievement and maintenance of leverage ratios to be agreed upon, (b) 100% of the net cash proceeds of all asset sales or other dispositions of property by Holdings and its subsidiaries (including proceeds from the sale of stock of any subsidiary of the Borrower and insurance and condemnation proceeds) (subject to reinvestment provisions and other exceptions to be agreed upon) and (c) 100% of the net cash proceeds of issuances, offerings or placements of debt obligations of Holdings and its subsidiaries (subject to exceptions to be agreed upon).

The above described mandatory prepayments shall be applied pro rata to the remaining amortization payments under the Term Facility.

Voluntary Prepayments:

Prepayments of loans under the Term Facility will be permitted at any time, in minimum principal amounts to be agreed upon, without premium or penalty, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period, except that any Repricing Payment (as defined below) made to any Lender under the Term Facility prior to the first anniversary of the Closing Date shall be accompanied by a premium of 1.0% of such Repricing Payment. As used herein, a "**Repricing Payment**" is the amount

of principal of the loan of a Lender under the Term Facility that is either (i) prepaid by the Borrower substantially concurrently with the incurrence by Holdings, the Borrower or any of its subsidiaries of new indebtedness that has an effective yield (to be determined in the reasonable discretion of the Agent consistent with generally accepted financial practices, after giving effect to margin and any applicable LIBOR "floors", upfront or similar fees or original issue discount shared with all lenders or holders thereof, but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all lenders or holders thereof) lower than the yield then in effect for the loans under the Term Facility so prepaid or (ii) received by such Lender (other than as a Repricing Payment described in clause (i)) as a result of the mandatory assignment of such loans following the failure of such Lender to consent to an amendment of the Term Facility that becomes effective and has the effect of reducing the effective interest rate with respect to the loans under the Term Facility.

All voluntary prepayments of the Term Facility will be applied to the remaining amortization payments under the Term Facility as directed by the Borrower.

Representations and Warranties:

The same as in the 2011 Credit Agreement, namely corporate status, power and authorization; legal, valid and binding documentation; no governmental consents; accuracy in all material respects of financial statements, confidential information memorandum and other information; no material adverse change; subsidiaries; absence of undisclosed liabilities, litigation and investigations; no violation of, or conflicts with, agreements or instruments; compliance with laws (including the PATRIOT Act, ERISA, margin regulations, environmental laws and laws applicable to sanctioned persons and the Foreign Corrupt Practices Act); payment of taxes; ownership of properties; intellectual property; inapplicability of the Investment Company Act; solvency on a consolidated basis; effectiveness of governmental approvals; labor matters; insurance; environmental

and other regulatory matters; status of the Term Facility and guarantees thereof as “senior debt” and “designated senior debt”; and validity, priority and perfection of security interests in the Collateral.

Conditions Precedent to Borrowing:

The availability of the Term Facility on the Closing Date will be subject only to (a) the conditions precedent set forth in Section 6 of the Commitment Letter and listed on Exhibit B attached to the Commitment Letter, (b) the delivery of prior written notice of borrowing, (c) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties (subject to the Conditions Limitation Provision) and (d) the absence of defaults (other than a default arising as a result of a breached representation and warranty made on the Closing Date, which is covered by the immediately preceding condition and subject to the Conditions Limitation Provision).

Affirmative Covenants:

The same as in the 2011 Credit Agreement, namely maintenance of corporate existence and rights; performance of obligations; delivery of consolidated financial statements and other information, including information required under the PATRIOT Act; delivery of notices of default, litigation, ERISA events and material adverse change; maintenance of properties in good working order; maintenance of satisfactory insurance; use of commercially reasonable efforts to maintain a public rating of the Term Facility from each of Standard & Poor’s Ratings Service (“**S&P**”) and Moody’s Investors Service, Inc. (“**Moody’s**”); compliance with laws; inspection of books and properties; use of proceeds; further assurances; and payment of taxes.

Negative Covenants:

The same as in the 2011 Credit Agreement, namely limitations on dividends on, and redemptions and repurchases of, equity interests and other restricted payments; limitations on prepayments, redemptions and repurchases of subordinated debt; limitations on liens and sale-leaseback transactions; limitations on loans and investments; limitations on debt, guarantees and hedging arrangements; limitations on mergers and acquisitions; limitations on asset sales;

limitations on transactions with affiliates; limitations on changes in business conducted by the Borrower and its subsidiaries (and prohibition of Holdings engaging in business activities or incurring liabilities other than its ownership of the equity interests of the Borrower and activities and liabilities incidental thereto, including its guarantee of the Term Facility and of the obligations under the Existing Credit Agreements); limitations on restrictions on ability of subsidiaries to pay dividends or make distributions; limitations on impairment of security interest; and limitations on amendments of debt and other material agreements.

Financial Maintenance Covenants:

None.

Events of Default:

The same as in the 2011 Credit Agreement, relating to Holdings and its subsidiaries (subject to thresholds and grace periods as set forth in the 2011 Credit Agreement), namely nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; cross-default and cross-acceleration; bankruptcy; material judgments; ERISA events; actual or asserted invalidity of guarantees or security documents; actual or asserted invalidity of subordination provisions; and Change of Control (as defined in the 2011 Credit Agreement).

Voting:

The same as in the 2011 Credit Agreement.

Cost and Yield Protection:

Usual for facilities and transactions of this type, including customary tax gross-up provisions (including, without limitation, with respect to the Dodd-Frank Wall Street Reform and Consumer Protection Act and Basel III).

Assignments and Participations:

The Lenders will be permitted to assign loans under the Term Facility without the consent of (but with notice to) the Borrower. All assignments will be by novation and will require the consent of the Agent, not to be unreasonably withheld or delayed. Each assignment will be in a minimum amount of \$1,000,000.

The Lenders will be permitted to sell participations in loans and commitments without restriction. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments of such participant, (b) reductions of principal, interest or fees payable to such participant, (c) extensions of final maturity or scheduled amortization of the loans in which such participant participates and (d) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the Collateral.

Expenses and  
Indemnification:

The Borrower will indemnify the Arrangers, the Agent, the Syndication Agent, the Documentation Agent, the Lenders, their respective affiliates, successors and assigns and the partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an “**Indemnified Person**”) and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by Holdings, the Borrower, the Company or any of their respective affiliates or shareholders) that relates to the Transactions, including the financing contemplated hereby, the Acquisition or any transactions in connection therewith; *provided* that no Indemnified Person will be indemnified for any cost, expense or liability to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the willful misconduct, bad faith or gross negligence of such Indemnified Person. In addition, all reasonable out-of-pocket expenses (including, without limitation, reasonable fees, disbursements and other charges of a single counsel plus, to the extent necessary, one local counsel in each applicable jurisdiction and any special counsel and, in the case of a conflict of interest or separate defenses available to Indemnified Persons that are different from those available to the other Indemnified Persons, one additional counsel per

affected party) of the Arrangers, the Agent, the Syndication Agent, the Documentation Agent and the Lenders associated with the pre-closing syndication of the Term Facility and with the preparation, execution and delivery, administration, waiver or modification and enforcement of the Loan Documents, and other documentation contemplated hereby and thereby, and for enforcement costs and documentary taxes associated with the Term Facility will be paid by the Borrower.

Governing Law and Forum:

New York.

Counsel to the Agent  
and the Arrangers:

Cravath, Swaine & Moore LLP.

Interest Rate:

The interest rate under the Term Facility will be, at the option of the Borrower, Adjusted LIBOR plus 3.50% or ABR plus 2.50%.

The Borrower may elect interest periods of 1, 2, 3 or 6 months for Adjusted LIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every three months.

ABR is the Alternate Base Rate, which is the highest of (i) CS's Prime Rate, (ii) the Federal Funds Effective Rate plus  $\frac{1}{2}$  of 1.0% and (iii) the Adjusted LIBOR for a three-month interest period plus 1.00%.

Adjusted LIBOR will at all times include statutory reserves and shall be deemed to be not less than 1.00% per annum.



\$500,000,000 Senior Secured Term Facility  
Summary of Additional Conditions Precedent<sup>1</sup>

Subject in all respects to the Conditions Limitation Provision, the borrowing under the Term Facility shall be subject to the following additional conditions precedent:

1. The Acquisition and the other Transactions shall be consummated simultaneously with the closing under the Term Facility in accordance with, and on the terms described in the Merger Agreement, without giving effect to any material amendment, waiver or other modification thereof, or material consent thereunder, that would be adverse in any material respect to the Lenders or either Arranger, unless approved in writing by the Arrangers, which approval may not be unreasonably withheld or delayed.

2. All amounts due or outstanding in respect of the Company Existing Debt shall have been (or substantially simultaneously with the closing under the Term Facility shall be) paid in full, all commitments (if any) in respect thereof terminated and all guarantees (if any) thereof and security (if any) therefor discharged and released. After giving effect to the Transactions and the other transactions contemplated hereby, Holdings and its subsidiaries shall have outstanding no indebtedness or preferred stock other than (a) the loans and other extensions of credit under the Term Facility, (b) indebtedness under the Existing Credit Agreements and the 7 3/4% Senior Subordinated Notes due 2018 issued by the Borrower and (c) other limited indebtedness to be agreed upon.

3. The Agent shall have received (a) U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of Holdings and the Company for the 2009, 2010 and 2011 fiscal years, in the case of Holdings, and the 2008, 2009 and 2010 fiscal years, in the case of the Company (and the Agent acknowledges receipt of the foregoing) and (b) U.S. GAAP unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of Holdings and the Company for each subsequent fiscal quarter ended 45 days before the Closing Date.

4. The Agent shall have received a pro forma consolidated balance sheet and related pro forma consolidated statements of income and cash flows of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period for which financial statements have been delivered pursuant to paragraph 3 above, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements).

<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Exhibit B is attached, including Exhibit A thereto.

5. The Arrangers shall have received a certificate from the chief financial officer of Holdings, in form and substance satisfactory to the Arrangers (it being understood that the form of such certificate shall be substantially as attached hereto as Annex I), certifying that Holdings and its subsidiaries, on a consolidated basis after giving effect to the Transactions and the other transactions contemplated hereby, are solvent.

6. The Arrangers shall have received, at least five business days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act that is requested by either Arranger, the Agent or any Lender at least 10 days prior to the Closing Date.

7. The Arrangers shall have received customary legal opinions, corporate documents, officers’ and public officials’ certifications, results of lien and judgment searches, evidence of authority and certificates of insurance (including a customary insurance broker’s letter or endorsement), in each case in form and substance reasonably satisfactory to the Arrangers.

8. The Guarantees shall be in full force and effect and all actions necessary to establish that the Agent will have perfected first-priority security interests in the Collateral (free and clear of all liens, other than the *pari passu* liens securing indebtedness under the Existing Credit Agreements and permitted liens (to be defined in a manner consistent with the 2011 Credit Agreement), subject to customary and limited exceptions to be agreed upon) shall have been taken.

**SOLVENCY CERTIFICATE**  
**TRANSDIGM GROUP INCORPORATED**

THIS SOLVENCY CERTIFICATE (this "**Certificate**") is delivered in connection with, and pursuant to Section [—] of, the Credit Agreement dated as of [—], 2012 (the "**Credit Agreement**"), among TransDigm Inc., a Delaware corporation (the "**Borrower**"), TransDigm Group Incorporated, a Delaware corporation ("**Holdings**"), the subsidiaries of the Borrower from time to time party thereto, various financial institutions as Lenders (the "**Lenders**"), and Credit Suisse, as Administrative Agent and Collateral Agent. Capitalized terms used herein and not defined shall have the meanings attributed to them in the Credit Agreement.

The undersigned Financial Officer of Holdings hereby certifies on behalf of Holdings, the Borrower and its Subsidiaries, in his corporate capacity as Chief Financial Officer and not his individual capacity, to the solvency of Holdings, the Borrower and its Subsidiaries on consolidated basis after giving effect to the consummation of the Acquisition and other Transactions contemplated to occur on the Closing Date and further certifies as follows.

1. The undersigned, [—], is the duly qualified and acting Chief Financial Officer of Holdings and in such capacity is the senior financial officer of Holdings and has the responsibility for the management of Holdings's financial affairs. The undersigned is familiar with Holdings's and its Subsidiaries' financial and accounting matters and the terms and conditions of the financings proposed to be arranged pursuant to the Credit Agreement and the Acquisition and the other Transactions proposed to be consummated on the Closing Date.
2. The undersigned has carefully reviewed the contents of this Certificate and all other information and documentation that the undersigned has determined is reasonably necessary to make the statements contained in this Certificate. The statements made herein are made in good faith and are based upon the personal knowledge of the undersigned, or upon reports and other information given to the undersigned by supervisory personnel of Holdings and its Subsidiaries having responsibility for the reports and the information given, and who, in the opinion of the undersigned, are reliable and entitled to be relied upon.

Based on the foregoing, the undersigned hereby certifies that immediately after giving effect to the consummation of the Acquisition and other Transactions contemplated to occur on the Closing Date:

1. The fair value of the assets of Holdings, the Borrower and each Guarantor (the “*Loan Parties*”) on a consolidated basis, at fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Loan Parties on a consolidated basis.
2. The present fair saleable value of the property of the Loan Parties on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Loan Parties on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured.
3. The Loan Parties on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.
4. The Loan Parties on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the date hereof .

For purposes of this Certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability. The undersigned understands that the Lenders and the Agent are relying upon the foregoing statements in this Certificate in connection with the consummation of the Acquisitions and the other Transactions.

Executed as of [—], 2012.

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Name: [—]  
Title: Chief Financial Officer

\$500,000,000 Senior Secured Term Facility  
Definition of Company Material Adverse Effect

For purposes of the Commitment Letter, “*Company Material Adverse Effect*” shall be defined as follows:

“*Company Material Adverse Effect*” means any effect, change, event, occurrence, development or circumstance (any such item, an “Effect”) that, individually or in the aggregate, is or would reasonably be expected to have a material adverse effect on or change in the financial condition, liabilities, business or results of operations of the Company and the Subsidiaries (as defined in the Merger Agreement), taken as a whole; provided, however, that no Effect caused by or resulting from any of the following, either alone or in combination, shall constitute or be taken into account in determining whether there has been or will be a “Company Material Adverse Effect”: (a) any Effect affecting the economy of the United States generally, including changes in the credit, debt, capital or financial markets (including changes in interest or exchange rates) or the economy of any region or country in which the Company or any Subsidiaries conducts business; (b) any Effect affecting the industries in which the Company and the Subsidiaries operate; (c) any Effect arising in connection with global, national or regional political conditions, including hostilities, military actions, political instability, acts of terrorism or war or any escalation or material worsening of any such hostilities, military actions, political instability, acts of terrorism or war existing or underway as of the date of the Merger Agreement; (d) any failure, in and of itself, by the Company or any Subsidiary to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of the Merger Agreement (it being understood that the facts or occurrences giving rise to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be, a Company Material Adverse Effect); (e) compliance with, or any action required to be taken by the Company or any Subsidiary under the terms of the Merger Agreement; (f) any Effect that results from any action taken at the express prior request of Buyer (as defined in the Merger Agreement) or with Buyer’s prior consent, in each case with the approval of the Arrangers (not to be unreasonably withheld or delayed); (g) the announcement of the execution of the Merger Agreement, or the pendency of the Transactions (as defined in the Merger Agreement), including the effects of the Transactions (as defined in the Merger Agreement) on relationships with suppliers, Governmental Bodies (as defined in the Merger Agreement), employees, or other third-party relationships; (h) any change in Law (as defined in the Merger Agreement) or GAAP (as defined in the Merger Agreement) or interpretation thereof; (i) any breach by Buyer or Merger Sub of their obligations under the Merger Agreement; or (j) any change in budget or appropriations policies or amounts of any Governmental Body, unless, in the cases of clauses (a), (b), (c), (h) or (j) above, such changes would reasonably be

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expected to have a materially disproportionate impact on the financial condition, liabilities, business or results of operations of the Company and the Subsidiaries, taken as a whole, relative to other affected participants in the industries in which the Company and the Subsidiaries operate (in which case, only the incremental disproportionate impact shall be taken into account in determining whether there has been a Company Material Adverse Effect).

## CERTIFICATION

I, W. Nicholas Howley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TransDigm Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of TransDigm Group Incorporated's board of directors:
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2012

/s/ W. Nicholas Howley

Name: W. Nicholas Howley  
Title: Chairman of the Board of Directors and  
Chief Executive Officer  
(Principal Executive Officer)

## CERTIFICATION

I, Gregory Rufus, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TransDigm Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of TransDigm Group Incorporated's board of directors:
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2012

/s/ Gregory Rufus

Name: Gregory Rufus  
Title: Executive Vice President, Chief  
Financial Officer and Secretary  
(Principal Financial and Accounting Officer)



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of TransDigm Group Incorporated (the "Company") for the period ended March 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, W. Nicholas Howley, Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition of the Company.

Date: May 9, 2012

*/s/ W. Nicholas Howley*

\_\_\_\_\_  
Name: W. Nicholas Howley  
Title: Chairman of the Board of Directors and Chief  
Executive Officer (Principal Executive Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of TransDigm Group Incorporated (the "Company") for the period ended March 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory Rufus, Executive Vice President, Chief Financial Officer and Secretary (Principal Financial and Accounting Officer), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Report fairly presents in all material respects, the financial condition of the Company.

Date: May 9, 2012

*/s/ Gregory Rufus*

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Name: Gregory Rufus  
Title: Executive Vice President, Chief  
Financial Officer and Secretary  
(Principal Financial and Accounting Officer)