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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): February 15, 2012**

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**TransDigm Group Incorporated**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

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

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

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

**44114**  
(Zip Code)

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

**Not Applicable**

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed, on February 15, 2012, TransDigm Inc. (“TransDigm”), a wholly-owned subsidiary of TransDigm Group Incorporated (“TD Group”), completed the acquisition (the “Acquisition”) of AmSafe Global Holdings, Inc., a Delaware corporation (“AmSafe”), for a total purchase price on a cash free, debt free basis of approximately \$750 million in cash from a group controlled by Berkshire Partners LLC and Greenbriar Equity Group LLC. AmSafe is a leading supplier of innovative, highly engineered and proprietary safety and restraint equipment used primarily in the global aerospace industry.

#### *Supplemental Indenture*

In connection with the Acquisition and in accordance with the terms of that certain Indenture, dated as of December 14, 2010, as supplemented by the First Supplemental Indenture thereto, dated as of September 22, 2011, and the Second Supplemental Indenture thereto, dated as of December 9, 2011 (collectively, the “Indenture”), by and among TransDigm, TD Group, the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), TransDigm, TD Group, AmSafe, AP Global Holdings, Inc., a Delaware corporation (“AP Global Holdings”), AP Global Acquisition Corp., a Delaware corporation (“AP Global Acquisition”), AmSafe Industries, Inc., a Delaware corporation (“AmSafe Industries”), Bridport Holdings, Inc., a Delaware corporation (“Bridport Holdings”), AmSafe, Inc., a Delaware corporation (“AmSafe Inc.”), AmSafe Aviation, Inc., a Georgia corporation (“AmSafe Aviation”), AmSafe Commercial Products, Inc., a Delaware corporation (“AmSafe Commercial”), AmSafe Bridport, Inc., a Delaware corporation (“AmSafe Bridport”), Bridport-Air Carrier, Inc., a Washington corporation (“Bridport-Air”), Bridport Erie Aviation, Inc., a Delaware corporation (“Bridport Erie”), and AmSafe – C Safe, Inc., a Delaware corporation (“AmSafe – C Safe” and, collectively with AmSafe, AmSafe Global, AP Global Holdings, AP Global Acquisition, AmSafe Industries, Bridport Holdings, AmSafe Inc., AmSafe Aviation, AmSafe Commercial, AmSafe Bridport, Bridport-Air and Bridport Erie, the “AmSafe Entities”), certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a Third Supplemental Indenture to the Indenture, dated as of February 15, 2012 (the “Supplemental Indenture”). Pursuant to the terms of the Supplemental Indenture, the AmSafe Entities agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Indenture.

#### *Amendment No. 1 to Term Loan Credit Facility*

In connection with the Acquisition and in accordance with the terms of that certain Credit Agreement, dated as of February 14, 2011, by and among TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse AG, as administrative agent and collateral agent (the “2011 Agent”), and the other agents and lenders named therein (as amended, the “2011 Senior Secured Credit Facility”), TransDigm, TD Group, the subsidiaries of TransDigm named therein, the 2011 Agent and the other agents and lenders named therein entered into an Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of February 15, 2012 (the “2011 Amendment”). The 2011 Amendment provides for an additional term loan facility to TransDigm consisting of “Tranche B-2 Term Loans” in the aggregate principal amount of \$500 million (the “Incremental Tranche B-2 Term Facility”), which Incremental Tranche B-2 Term Facility was fully drawn on February 15, 2012. The proceeds of the Incremental Tranche B-2 Term Facility were used to pay a portion of the purchase price of and related transaction expenses associated with the Acquisition. The terms and conditions that apply to the Incremental Tranche B-2 Term Facility are substantially the same as the terms and conditions that apply to the existing “Tranche B-1 Term Loans” under (and as defined in) the 2011 Senior Secured Credit Facility. In addition, the Amendment provides for a modification to the incremental term loan facility by excluding the Incremental Tranche B-2 Term Facility from the calculation of the availability thereunder.

#### *Assumption Agreement to Revolving Credit Facility*

On February 15, 2012, TransDigm, TD Group and the subsidiaries of TransDigm named therein entered into an Incremental Revolving Credit Assumption Agreement (the “Assumption Agreement”) to its Credit Agreement, dated as of December 6, 2010, as amended by the Amendment No. 1, dated as of March 25, 2011, by and among TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse AG, as administrative agent and collateral agent, and the other agents and lenders named therein (as amended, the “2010 Senior Secured Credit Facility”). The Assumption Agreement provides for additional revolving commitments to TransDigm in an

aggregate principal amount of \$65 million. No borrowings, other than the issuance of certain letters of credit, were made under the 2010 Senior Secured Credit Facility on February 15, 2012.

#### *Joinder Agreements*

On February 15, 2012, in connection with the Acquisition and in accordance with the terms of (i) the 2010 Senior Secured Credit Facility and (ii) the 2011 Senior Secured Credit Facility, the AmSafe Entities and Credit Suisse AG entered into Joinder Agreements to the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility and Supplement No. 3. to the Guarantee and Collateral Agreement (as defined below) (collectively, the “Joinder Agreements”). Pursuant to the terms of the Joinder Agreements, each AmSafe Entity has agreed that it will be deemed to be a “Loan Party” and a “Loan Guarantor” for all purposes of the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility and a “Grantor” under the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011 (the “Guarantee and Collateral Agreement”), among TransDigm, TD Group, the subsidiaries of TransDigm named therein and Credit Suisse AG, as administrative agent and collateral agent.

The lenders and the agents (and each of their respective subsidiaries or affiliates) of the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility have in the past provided, and may in the future provide, investment banking, cash management, underwriting, lending, commercial banking, trust, leasing services, foreign exchange and other advisory services to, or engage in transactions with, TransDigm and TD Group and their respective subsidiaries or affiliates. These parties have received, and may in the future receive, customary compensation from TransDigm and TD Group and their respective subsidiaries or affiliates for such services.

The above summaries of the Supplemental Indenture, 2011 Amendment, the Assumption Agreement and the Joinder Agreements are qualified in their entirety by reference to the Supplemental Indenture, 2011 Amendment, the Assumption Agreement and the Joinder Agreements, which are attached hereto as Exhibits 4.1, 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, and are incorporated herein by reference.

#### **Item 2.03. Creation of a Direct Financial Obligation.**

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

#### **Item 9.01. Financial Statements and Exhibits.**

##### *(d) Exhibits*

- 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.
- 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.
- 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.

- 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.
- 10.4 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 February 14, 2011, as amended.
- 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.

**SIGNATURE**

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

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

Dated: February 21, 2012

## EXHIBIT INDEX

- 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.
- 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.
- 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.
- 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.
- 10.4 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 February 14, 2011, as amended.
- 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.

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

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**THIRD SUPPLEMENTAL INDENTURE**

Dated as of February 15, 2012

to

Indenture

Dated as of December 14, 2010

by and among

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

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**7.75% Senior Subordinated Notes due 2018**  
**of TransDigm Inc.**

This **THIRD SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of February 15, 2012, by and among AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), AP Global Holdings, Inc., a Delaware corporation (“**AP Global Holdings**”), AP Global Acquisition Corp., a Delaware corporation (“**AP Global Acquisition**”), AmSafe Industries, Inc., a Delaware corporation (“**AmSafe Industries**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), AmSafe Aviation, Inc., a Georgia corporation (“**AmSafe Aviation**”), AmSafe Commercial Products, Inc., a Delaware corporation (“**AmSafe Commercial**”), AmSafe Bridport, Inc., a Delaware corporation (“**AmSafe Bridport**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), and AmSafe – C Safe, Inc., a Delaware corporation (“**AmSafe – C Safe**” and, collectively with AmSafe Global, AP Global Holdings, AP Global Acquisition, AmSafe Industries, Bridport Holdings, AmSafe Inc., AmSafe Aviation, AmSafe Commercial, AmSafe Bridport, Bridport-Air and Bridport Erie, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), Avtech Corporation, a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Malaysian Aerospace Services, Inc., a Delaware corporation (“**Malaysian**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), Bruce Industries, Inc., a Colorado corporation (“**Bruce Industries**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Aircraft Parts Corporation, a New York corporation (“**APC**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation, (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace Investments, Inc., a Delaware corporation (“**McKechnie Aerospace Investments**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Western Sky Industries, LLC, a Delaware limited liability company (“**Western**”), Schneller Holdings LLC, a Delaware limited liability company (“**Schneller Holdings**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), Schneller International Sales Corp., an Ohio corporation (“**Schneller International**”) and Harco Laboratories, Incorporated, a Connecticut corporation (“**Harco**” and, together with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Malaysian, Bruce Aerospace, Bruce Industries, CEF, APC, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace Investments, McKechnie Aerospace US, Rotronics, Western, Schneller Holdings, Schneller, and Schneller International, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

**WITNESSETH:**

**WHEREAS**, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of December 14, 2010 (as supplemented by the First Supplemental Indenture thereto, dated as of September 22, 2011, and the Second Supplemental Indenture thereto, dated as of December 9, 2011, the “**Indenture**”), providing for the issuance by the Company of 7.75% Senior Subordinated Notes due 2018 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

**WHEREAS**, the Indenture provides that under certain circumstances described therein, newly created or acquired Domestic Restricted Subsidiaries shall execute and deliver to the Trustee a supplemental indenture to the Indenture providing for a senior subordinated guarantee of payment of the Notes by such Domestic Restricted Subsidiary (the “**Guarantee**”);

**WHEREAS**, all things necessary to make this Supplemental Indenture the legal, valid and binding obligation of the Company, the Existing Guarantors and the Guaranteeing Subsidiaries have been done; and



**WHEREAS**, pursuant to Section 9.01(g) of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture without the consent of the Holders of the Notes.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranting Subsidiaries covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **CAPITALIZED TERMS.** Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. **GUARANTEE, ETC.** Each of the Guaranting Subsidiaries hereby agrees that from and after the date hereof it shall be a Guarantor under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** Each of the Guaranting Subsidiaries agrees that the Guarantee granted by it pursuant to the terms hereof shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.
5. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of any of the Guaranting Subsidiaries (or any successor entity) (other than the Company or the Existing Guarantors), as such, shall have any liability for any obligations of the Company, TD Group, the Guaranting Subsidiaries or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
6. **NEW YORK LAW TO GOVERN.** THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEES GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranting Subsidiaries, the Existing Guarantors and the Company.

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

TRANSDIGM INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRCRAFT PARTS CORPORATION

AMSAFE – C SAFE, INC.

AMSAFE AVIATION, INC.

AMSAFE BRIDPORT, INC.

AMSAFE COMMERCIAL PRODUCTS, INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

AMSAFE INDUSTRIES, INC.

AP GLOBAL ACQUISITION CORP.

AP GLOBAL HOLDINGS, INC.

AVIATION TECHNOLOGIES, INC.

AVTECH CORPORATION

BRIDPORT-AIR CARRIER, INC.

BRIDPORT ERIE AVIATION, INC.

BRIDPORT HOLDINGS, INC.

BRUCE AEROSPACE INC.

BRUCE INDUSTRIES, INC.

DUKES AEROSPACE, INC.

HARTWELL CORPORATION

HARCO LABORATORIES, INCORPORATED

MALAYSIAN AEROSPACE SERVICES, INC.

MARATHONNORCO AEROSPACE, INC.

MCKECHNIE AEROSPACE DE, INC.

MCKECHNIE AEROSPACE HOLDINGS, INC.

MCKECHNIE AEROSPACE INVESTMENTS, INC.

MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., its sole member

SCHNELLER INTERNATIONAL SALES CORP.

SEMCO INSTRUMENTS, INC.

SKURKA AEROSPACE INC.

TEXAS ROTRONICS, INC.

TRANSICOIL LLC

By: Aviation Technologies, Inc., its sole member

WESTERN SKY INDUSTRIES, LLC

By: McKechnie Aerospace Investments, Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

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

By: Schneller Holdings LLC, its sole member

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

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

By: /s/ R. Tarnas

Name: R. Tarnas

Title: Vice President

AMENDMENT NO. 1

AND

INCREMENTAL TERM LOAN ASSUMPTION AGREEMENT

dated as of February 15, 2012,

relating to the

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

and

CREDIT SUISSE AG,

as Administrative Agent and Collateral Agent

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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

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AMENDMENT NO 1. AND INCREMENTAL TERM LOAN ASSUMPTION AGREEMENT dated as of February 15, 2012 (this "Agreement"), relating to the CREDIT AGREEMENT dated as of February 14, 2011 (the "Credit Agreement") among TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), TRANSDIGM INC., a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto, the Lenders party thereto, and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent").

A. Pursuant to the Merger Agreement (as defined below), AGH Acquisition, Inc., a wholly owned subsidiary of the Borrower, intends to merge (the "Merger") with and into AmSafe Global Holdings, Inc. (the "Company"), with the Company surviving the Merger.

B. The Borrower has requested that (a) the Persons set forth on Schedule 1(a) hereto (the "Tranche B-2 Term Lenders") make Incremental Term Loans in the form of Other Term Loans in an aggregate principal amount of \$500,000,000 (the "Tranche B-2 Term Loans") to the Borrower on the Tranche B-2 Effective Date (as defined below) and (b) certain provisions of the Credit Agreement be amended as set forth herein.

C. The Tranche B-2 Term Lenders are willing to make the Tranche B-2 Term Loans to the Borrower on the Tranche B-2 Effective Date on the terms set forth herein and in the Credit Agreement and subject to the conditions set forth herein, and the undersigned Lenders are willing to so amend the Credit Agreement, on the terms and subject to the conditions set forth herein.

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

SECTION 1. Defined Terms. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of interpretation set forth in Section 1.03 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*. As used herein, the following terms have the meanings specified below:

"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 Tranche B-2 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 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).

“Existing Company Indebtedness” means all Indebtedness of the Company and its subsidiaries other than (a) the Indebtedness set forth on Schedule 1(b) and (b) other Indebtedness agreed to by the Tranche B-2 Arrangers that would be permitted to be incurred by the Borrower and the Subsidiaries under the Credit Agreement (as amended hereby) on the Tranche B-2 Effective Date.

“Merger Agreement” means the Agreement and Plan of Merger dated as of January 20, 2012, among Holdings, the Borrower, AGH Acquisition, Inc., the Company, BSR LLC and Greenbriar Equity Fund II, L.P.

“Specified Representations” means the following: (a) the representations and warranties made by the Seller Group (as defined in the Merger Agreement) (or any of them) or the Company in the Merger Agreement as are material to the interests of the Tranche B-2 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 Merger as a result of a breach of such representations in the Merger Agreement, (b) the representations and warranties set forth in Sections 3.01, 3.02 (but only to the extent applicable to the execution, delivery and performance by each Loan Party of, and to the authorization, validity and enforceability of, the Credit Agreement, this Agreement and the other Loan Documents executed on the Tranche B-2 Effective Date), 3.03, 3.07(a), 3.08, 3.12, 3.13, 3.16, 3.18, 3.19 and 3.20 of the Credit Agreement (as amended hereby) and (c) the representations and warranties set forth in Section 3.03 and 4.02 of the Guarantee and Collateral Agreement.

“Tranche B-2 Arrangers” means Credit Suisse Securities (USA) LLC, UBS Securities LLC and RBC Capital Markets<sup>1</sup>.

“Tranche B-2 Effective Date” means the date on which the conditions specified in Section 6 are satisfied (or waived in accordance with Section 9.02 of the Credit Agreement).

“Tranche B-2 Term Loan Commitment” means, with respect to each Tranche B-2 Term Lender, the commitment of such Tranche B-2 Term Lender to make Tranche B-2 Term Loans to the Borrower hereunder in an aggregate principal amount not to exceed the amount set forth under the heading “Tranche B-2 Term Loan Commitment” opposite such Tranche B-2 Term Lender’s name on Schedule 1(a). The aggregate principal amount of the Tranche B-2 Term Loan Commitments of all Tranche B-2 Term Lenders as of the Tranche B-2 Effective Date is \$500,000,000.

“Tranche B-2 Transactions” means, collectively, (a) the execution, delivery and performance by each Loan Party of this Agreement, the Borrowing of the Tranche B-2 Term Loans hereunder, and the use of the proceeds thereof in accordance with the terms hereof, (b) the Merger and the other transactions contemplated by the Merger Agreement, including the repayment in full of all Existing Company Indebtedness, the termination of all commitments thereunder and the release and discharge of all guarantees thereof and Liens and security therefor and (c) the payment of fees and expenses incurred in connection with the foregoing (the “Transaction Costs”).

SECTION 2. Incremental Term Loan Commitments. (a) Each Tranche B-2 Term Lender hereby agrees, severally and not jointly, on the terms set forth herein and in the Credit Agreement and subject to the conditions set forth herein, to make Tranche B-2 Term Loans to the Borrower in an aggregate principal amount not to exceed its Tranche B-2 Term Loan Commitment. Amounts borrowed under this Section 2(a) and repaid or prepaid may not be reborrowed.

<sup>1</sup> RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.



(b) The Incremental Term Loan Maturity Date for the Tranche B-2 Term Loans shall be the Term Loan Maturity Date and, for purposes of Section 2.08(b) of the Credit Agreement, the Tranche B-2 Term Loans shall amortize as provided in Schedule 2. Unless the context shall otherwise require, the Tranche B-2 Term Loans shall constitute "Incremental Term Loans" and "Other Term Loans", and the Tranche B-2 Term Lenders shall constitute "Incremental Term Lenders" and "Lenders", in each case for all purposes of the Credit Agreement and the other Loan Documents. For convenience of reference, the Term Loans made on the Closing Date and outstanding immediately prior to the Tranche B-2 Effective Date shall, on the Tranche B-2 Effective Date, be redesignated as "Tranche B-1 Term Loans", as more fully set forth in Section 6 below.

(c) The proceeds of the Tranche B-2 Term Loans shall be used solely to finance the Merger (including the repayment in full of the Existing Company Indebtedness) in accordance with the terms of the Merger Agreement and to pay the Transaction Costs.

(d) Unless previously terminated, the Tranche B-2 Term Loan Commitments shall terminate upon the earliest to occur of (i) the making of the Tranche B-2 Term Loans on the Tranche B-2 Effective Date, (ii) 5:00 p.m., New York City time, on April 20, 2012, and (iii) the termination of the Merger Agreement or the public announcement by Holdings or the Borrower of its intention not to proceed with the Merger.

SECTION 3. Amendments to Credit Agreement. (a) Section 1.01 of the Credit Agreement is hereby amended by inserting the following definitions in proper alphabetical order therein:

"Specified Incremental Revolving Credit Commitments" means the Incremental Revolving Credit Commitments (under and as defined in the Existing Credit Agreement) in an aggregate amount equal to \$65,000,000 established pursuant to the Incremental Revolving Credit Assumption Agreement dated as of February 15, 2012, relating to the Existing Credit Agreement.

"Tranche B-1 Term Loans" means the Term Loans made by the Lenders to the Borrower on the Closing Date pursuant to clause (a) of Section 2.01.

"Tranche B-2 Arrangers" has the meaning assigned to such term in the Tranche B-2 Term Loan Assumption Agreement.

"Tranche B-2 Effective Date" has the meaning assigned to such term in the Tranche B-2 Term Loan Assumption Agreement.

"Tranche B-2 Term Loan Assumption Agreement" means Amendment No. 1 and Incremental Term Loan Assumption Agreement dated as of February 15, 2012, relating to this Agreement.

"Tranche B-2 Term Loan Commitments" means the Incremental Term Loan Commitments in an aggregate amount of \$500,000,000

established pursuant to the Tranche B-2 Term Loan Assumption Agreement.

“Tranche B-2 Term Loans” means the Incremental Term Loans made by the Lenders to the Borrower pursuant to the Tranche B-2 Term Loan Assumption Agreement.

(b) The definition of “Incremental Term Loan Amount” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated as follows:

“Incremental Term Loan Amount” means, at any time, the excess, if any, of (a) \$500,000,000 over (b) the sum of (i) the aggregate amount of all Incremental Term Loan Commitments (other than the Tranche B-2 Term Loan Commitments) established prior to such time pursuant to Section 2.20 and (ii) the aggregate amount of all Incremental Revolving Credit Commitments (under and as defined in the Existing Credit Agreement) (other than the Specified Incremental Revolving Credit Commitments) and Incremental Term Loan Commitments (under and as defined in the Existing Credit Agreement) established prior to such time pursuant to Section 2.24 of the Existing Credit Agreement.

(c) Section 1.01 of the Credit Agreement is hereby further amended by amending the definitions of the terms “Incremental Term Loans” and “Lender Presentation” by inserting the words “Tranche B-1” immediately before the words “Term Loans” in each instance in which they appear therein.

(d) The definition of the term “Class” set forth in Section 1.01 of the Credit Agreement is hereby amended by (i) inserting the words “Tranche B-1 Term Loans, Tranche B-2” immediately before the words “Term Loans or Other Term Loans” therein and (ii) inserting the words “Commitment to make Tranche B-1 Term Loans, a Tranche B-2” immediately before the words “Term Loan Commitment” therein.

(e) The definition of the term “Commitment” in Section 1.01 of the Credit Agreement is hereby amended by (i) inserting the words “Tranche B-1” immediately before the words “Term Loans” in clause (a) thereof and (ii) replacing the words “and (b)” therein with the words “, (b) a Tranche B-2 Term Loan Commitment and (c)”.

(f) The definition of the term “Other Term Loans” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated as follows:

“Other Term Loans” means (a) with respect to the Tranche B-1 Term Loans, Incremental Term Loans that have terms different from the Tranche B-1 Term Loans, and (b) with respect to the Tranche B-2 Term Loans, Incremental Term Loans that have terms different from the Tranche B-2 Term Loans.

(g) The term “Term Loans” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the words “the term loans made by the Lenders to the Borrower pursuant to clause (a) of Section 2.01” with the words “, collectively, the Tranche B-1 Term Loans and the Tranche B-2 Term Loans”.

(h) The term “Transactions” set forth in Section 1.01 of the Credit Agreement is hereby amended by inserting the words “(including the Borrowing of the Tranche B-2 Term Loans and the use of the proceeds thereof in accordance with the terms of the Tranche B-2 Incremental Assumption Agreement)” immediately before the comma at the end of clause (a) thereof.

(i) Section 1.02 of the Credit Agreement is hereby amended by inserting the words “Tranche B-1” immediately before the word “Term” in each instance in which it appears therein.

(j) Section 2.01(a) of the Credit Agreement is hereby amended by inserting the words “Tranche B-1” immediately before the words (i) “Term Loan” and (ii) “Term Loans” therein.

(k) Section 2.08(a) of the Credit Agreement is hereby amended by replacing the words “amount of the Term Loans” in each instance in which they appear with the words “amount of the Tranche B-1 Term Loans”.

(l) Section 2.09(d) of the Credit Agreement is hereby amended by (i) replacing the words “Closing Date” therein with the words “Tranche B-2 Effective Date” and (ii) inserting the words “Tranche B-2” immediately before the words “Term Loans” in each instance in which they appear therein.

(m) Section 2.20(a) of the Credit Agreement is hereby amended by deleting the words “term loans with terms different from the Term Loans (“Other Term Loans”))” and substituting therefor the words “Other Term Loans”.

(n) Section 2.20(d) of the Credit Agreement is hereby amended by (i) inserting the words “of the applicable Class” immediately before the words “on a pro rata basis” therein and (ii) inserting the word “applicable” immediately before the words “scheduled amortization percentages” therein.

(o) Section 3.13 of the Credit Agreement is hereby amended by (i) replacing the words “on the Closing Date” therein with the words “on each of the Closing Date and the Tranche B-2 Effective Date” and (ii) inserting the words “and the Tranche B-2 Effective Date, as applicable” immediately before the period at the end thereof.

(p) Section 9.03(a) of the Credit Agreement is hereby amended by inserting the words “the Tranche B-2 Arrangers,” immediately before the words “and their respective Affiliates” in clause (i) thereof.

(q) Section 9.03(b) of the Credit Agreement is hereby amended by inserting the words “, the Tranche B-2 Arrangers” immediately after the words “the Lead Arranger” therein.

SECTION 4. Other Agreements. The undersigned Lenders hereby agree that, notwithstanding anything to the contrary set forth in Section 2.20(c) or Article IV of the Credit Agreement, the only conditions to the making of the Tranche B-2 Term Loans shall be the conditions set forth in Section 6 below.

SECTION 5. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, each Loan Party hereby represents and warrants to the Agent and each of the other parties hereto that:

(a) The Tranche B-2 Transactions are within each applicable Loan Party's organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder action of such Loan Party. This Agreement has been duly executed and delivered by each applicable Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity.

(b) At the time of and immediately after giving effect to the Tranche B-2 Transactions, (i) the representations and warranties set forth in Article III of the Credit Agreement (as amended hereby) and in each other Loan Document are true and correct in all material respects; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that are already modified or qualified by materiality in the text thereof and (ii) no Event of Default or Default has occurred and is continuing.

SECTION 6. Conditions to Effectiveness. The effectiveness of this Agreement and the obligations of the Tranche B-2 Term Lenders to make Tranche B-2 Term Loans are subject to the satisfaction or waiver of the following conditions precedent:

(a) Agreement and Loan Documents. The Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of a Joinder and a supplement to the Guarantee and Collateral Agreement from each applicable Loan Party and such other certificates, documents, instruments and agreements as the Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Tranche B-2 Term Lender pursuant to Section 2.07 of the Credit Agreement.

(b) USA PATRIOT Act. The Agent shall have received, at least five Business Days prior to the Tranche B-2 Effective 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 USA PATRIOT Act that is requested by either Tranche B-2 Arranger, the Agent or any Tranche B-2 Lender at least 10 days prior to the Tranche B-2 Effective Date.

(c) Legal Opinion; Certificates. The Agent shall have received legal opinions, board resolutions and other closing certificates consistent with those delivered on the Closing Date.

(d) Fees. The Tranche B-2 Lenders, the Tranche B-2 Arrangers and the Agent shall have received all fees required to be paid, and all expenses for which

invoices have been presented (including the reasonable documented fees and expenses of legal counsel), on or before the Tranche B-2 Effective Date.

(e) Existing Indebtedness. The Agent shall have received evidence (including pay-off letters) reasonably satisfactory to it in respect of the repayment in full of all Existing Company Indebtedness, the termination of all commitments thereunder and the release and discharge of all guarantees thereof, security in support thereof and Liens upon any of the property of the Company or any of its subsidiaries therefor.

(f) Solvency. The Agent shall have received a solvency certificate substantially in the form of Exhibit A hereto, executed by the chief financial officer of Holdings, in substance satisfactory to the Tranche B-2 Arrangers, certifying that Holdings and its Subsidiaries, on a consolidated basis after giving effect to the Tranche B-2 Transactions and the other transactions contemplated hereunder to occur on the Tranche B-2 Effective Date, are solvent (within the meaning of Section 3.13 of the Credit Agreement).

(g) Perfection Certificate; Lien Searches. The Agent shall have received (i) a completed Perfection Certificate dated the Tranche B-2 Effective Date relating to the Company and its Subsidiaries and signed by a Responsible Officer of the Company, together with all attachments contemplated thereby and (ii) the results of recent lien searches in each of the jurisdictions contemplated by the Perfection Certificate and such search results shall reveal no material liens on any of the assets of the Loan Parties, except for Permitted Liens or Liens discharged on or prior to the Tranche B-2 Effective Date pursuant to a pay-off letter or other documentation reasonably satisfactory to the Agent.

(h) Perfection of Security Interests. All documents, agreements and instruments, and all such further actions, required by Section 5.11 of the Credit Agreement or by the Collateral Documents or under law or reasonably requested by the Agent to perfect the Agent's first-priority security interest in the Collateral shall have been executed, delivered, taken and, if applicable, be in proper form for filing. The Agent, for the ratable benefit of the Secured Parties, shall have a security interest in the Collateral of the type and priority described in the Collateral Documents, and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for Permitted Liens; provided that notwithstanding the foregoing, if, after the use by the Loan Parties of commercially reasonable efforts to cause the condition set forth in this Section 6(h) to be satisfied on or prior to the Tranche B-2 Effective Date, the requirements (other than (x) the execution and delivery by each applicable Loan Party of a Joinder, a supplement to the Guarantee and Collateral Agreement and a "short-form" intellectual property security agreement suitable for filing with the United States Copyright Office or the United States Patent and Trademark Office, (y) the receipt by the Agent of (A) the certificates representing the shares of Capital Stock of the Borrower and each domestic Subsidiary pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (B) each promissory note (if any) of Holdings, the Borrower and each domestic Subsidiary pledged to the Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof, in each case to the extent not

previously delivered in the appropriate form to the Agent in connection with the Existing Credit Agreement or the Credit Agreement and (z) the filing of Uniform Commercial Code financing statements in each jurisdiction contemplated by the Perfection Certificate to the extent not previously properly filed in connection with the Credit Agreement) are not satisfied as of the Tranche B-2 Effective Date, the satisfaction of such requirements shall not be a condition to the availability of the Tranche B-2 Term Loans on the Tranche B-2 Effective Date (but shall be required to be satisfied as promptly as practicable after the Tranche B-2 Effective Date and in any event within the period specified therefor on Schedule 7 or such later date as Agent may agree to in its reasonable discretion).

(i) No Company Material Adverse Effect. Except as contemplated by the Merger Agreement, there shall not have 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.

(j) Specified Representations. The Specified Representations shall be true and correct on and as of the Tranche B-2 Effective Date in all material respects; provided that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

(k) No Default. At the time of and immediately after giving effect to the Tranche B-2 Transactions, no Event of Default or Default shall have occurred and be continuing (other than any Default or Event of Default arising solely as a result of the breach of any representation or warranty that is not a Specified Representation).

(l) Merger. The Merger and the other Tranche B-2 Transactions shall have been, or substantially simultaneously with the initial funding of the Tranche B-2 Loans on the Tranche B-2 Effective Date shall be, consummated in accordance with, and on the terms described in the Merger Agreement, without giving effect to any material amendment, waiver or modification thereof, or material consent thereunder, that would be adverse in any material respect to the Tranche B-2 Lenders or either Tranche B-2 Arranger, unless approved in writing by the Tranche B-2 Arrangers, which approval may not be unreasonably withheld or delayed.

(m) Other Indebtedness. After giving effect to the Tranche B-2 Transactions and the other transactions contemplated hereby, Holdings, the Borrower and the Subsidiaries shall not have any outstanding Indebtedness or preferred stock other than (i) the Indebtedness under the Credit Agreement, (ii) Indebtedness under the Existing Credit Agreement, (iii) the Existing Notes and (iv) Indebtedness set forth on Schedule 1(b).

(n) Insurance. The Agent shall have received evidence of insurance coverage in form, scope and substance reasonably satisfactory to the Agent and otherwise in compliance with the terms of the Guarantee and Collateral Agreement.

(o) Borrowing Request. The Agent shall have received a notice of borrowing in accordance with Section 2.03 of the Credit Agreement.

(p) Consolidated Secured Debt Ratio. At the time of and after giving event to the Tranche B-2 Transactions, the Consolidated Secured Debt Ratio shall be no greater than 4.00 to 1.00.

(q) Officer's Certificate. The Agent shall have received a certificate dated as of the Effective Date and executed by a Financial Officer of the Borrower with respect to the conditions set forth in clauses (j), (k) and (p) above (including, in the case of clause (p), reasonably detailed calculations thereof).

The Agent shall notify the Borrower and the Lenders of the Tranche B-2 Effective Date, and such notice shall be conclusive and binding.

SECTION 7. Certain Post-Effectiveness Collateral Obligations. As promptly as practicable, and in any event within the time periods after the Tranche B-2 Effective Date specified on Schedule 7 or such later date as the Agent agrees to in its reasonable discretion, the Borrower and each other Loan Party will deliver the documents and take the actions specified on Schedule 7 that would have been required to be delivered or taken on or prior to the Tranche B-2 Effective Date but for the proviso to Section 6(h), to the extent the Borrower and each other Loan Party has been unable to deliver such items or take such actions on or prior to the Tranche B-2 Effective Date after having used commercially reasonable efforts to do so.

SECTION 8. Consent and Reaffirmation. The Borrower and each other Loan Party hereby consents to this Agreement and the transactions contemplated hereby, and hereby (a) agrees that, notwithstanding the effectiveness of this Agreement, the Guarantee and Collateral Agreement and each of the other Collateral Documents continue to be in full force and effect, (b) affirms and confirms its guarantee (in the case of a Guarantor) of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Loan Documents, and (c) acknowledges and agrees that such guarantee, pledge and/or grant continue in full force and effect in respect of, and to secure, the Obligations under the Credit Agreement and the other Loan Documents, including the Tranche B-2 Term Loans.

SECTION 9. Effect of this Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Agreement shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. After the Tranche B-2 Effective Date, any reference to the Credit Agreement shall mean the Credit Agreement as modified hereby. This Agreement shall constitute a "Loan Document" and, to the extent it relates to the making of Tranche B-2 Loans, an "Incremental Term Loan Assumption Agreement", in each case for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

*[Remainder of this page intentionally left blank]*



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

TRANSDIGM INC.

by

/s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

TRANSDIGM GROUP INCORPORATED

by

/s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer  
and Secretary

MARATHONNORCO AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

CHAMPION AEROSPACE LLC

AVIONIC INSTRUMENTS LLC

SKURKA AEROSPACE INC.

AEROCONTROLEX GROUP, INC.

AVIATION TECHNOLOGIES, INC.

TRANSICOIL LLC

MALAYSIAN AEROSPACE SERVICES, INC.

BRUCE AEROSPACE INC.

CEF INDUSTRIES, LLC

ACME AEROSPACE, INC.

SEMCO INSTRUMENTS, INC.

DUKES AEROSPACE, INC.

AIRCRAFT PARTS CORPORATION

CDA INTERCORP LLC

AVTECH CORPORATION

BRUCE INDUSTRIES, INC.

MCKECHNIE AEROSPACE HOLDINGS, INC.

MCKECHNIE AEROSPACE DE, INC.

MCKECHNIE AEROSPACE US LLC

MCKECHNIE AEROSPACE INVESTMENTS, INC.

HARTWELL CORPORATION

WESTERN SKY INDUSTRIES, LLC

TEXAS ROTRONICS, INC.

HARCO LABORATORIES,

INCORPORATED  
SCHNELLER HOLDINGS LLC  
SCHNELLER INTERNATIONAL SALES CORP.  
SCHNELLER LLC

by

/s/ Gregory Rufus

Name: Gregory Rufus

Title: Secretary and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as  
Agent and Lender,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
INCREMENTAL TERM LOAN ASSUMPTION  
AGREEMENT DATED AS OF THE DATE FIRST  
WRITTEN ABOVE, RELATING TO THE TRANSDIGM  
INC. CREDIT AGREEMENT DATED AS OF FEBRUARY  
14, 2011

**Name of Institution:** Seaside National Bank & Trust

By

/s/ Thomas N. Grant

Name: Thomas N. Grant

Title: CCO & SVP

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
INCREMENTAL TERM LOAN ASSUMPTION  
AGREEMENT DATED AS OF THE DATE FIRST  
WRITTEN ABOVE, RELATING TO THE TRANSDIGM  
INC. CREDIT AGREEMENT DATED AS OF  
FEBRUARY 14, 2011

**Name of Institution:**            **Airlie CLO-2006-II Ltd.**

By  
\_\_\_\_\_  
/s/ Seth Cameron  
Name: Seth Cameron  
Title: Portfolio Manager

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
INCREMENTAL TERM LOAN ASSUMPTION  
AGREEMENT DATED AS OF THE DATE FIRST  
WRITTEN ABOVE, RELATING TO THE TRANSDIGM  
INC. CREDIT AGREEMENT DATED AS OF  
FEBRUARY 14, 2011

**Name of Institution:** **American Capital Asset Management**  
**as portfolio manager of ACAS CLO 2007-1, Ltd.**

By

/s/ Juan Miguel Estela

Name: Juan Miguel Estela

Title: Authorized Signatory

**Name of Institution:**

**Apidos CDO I**  
**Apidos CDO II**  
**Apidos CDO III**  
**Apidos CDO IV**  
**Apidos Quattro CDO**  
**Apidos CDO V**  
**Apidos Cinco CDO**  
**Apidos CLO VIII**  
**ACA CLO 2005-1, LTD.**  
**ACA CLO 2006-1, LTD.**  
**ACA CLO 2006-2, LTD.**  
**ACA CLO 2007-1, LTD**

**By their investment Adviser Apidos Capital Management, LLC**

**Whitney CLO I, LTD**  
**Sierro CLO II, LTD**  
**Shasta CLO I, LTD**  
**San Gabriel CLO I, LTD**

**By Apidos Capital Management, LLC on behalf of Resource Capital Asset Management (RCAM)**

By

/s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
INCREMENTAL TERM LOAN ASSUMPTION  
AGREEMENT DATED AS OF THE DATE FIRST  
WRITTEN ABOVE, RELATING TO THE TRANSDIGM  
INC. CREDIT AGREEMENT DATED AS OF  
FEBRUARY 14, 2011

**Name of Institution:**            **LeverageSource V S.A.R.L**

By

/s/ Joe Moroney

Name: Joe Moroney

Title: Class A Manager

For any Lender requiring a second signature line:

By

/s/ Laurent Ricci

Name: Laurent Ricci

Title: Class B Manager



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FEBRUARY 14, 2011

**Name of Institution:**

**Gulf Stream – Compass CLO 2007, Ltd.  
By: Gulf Stream Asset Management LLC As Collateral Manager**

By  
/s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**Apollo/JH Loan Portfolio, L.P.**

**By: Apollo Credit Management II, L.P., its investment partner**

**By: Apollo Credit Management II GP, LLC, its general partner**

By

/s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:** Neptune Finance CCS, Ltd.

**By:** Gulf Stream Asset Management LLC, As Collateral Manager

By  
/s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**Gulf Stream – Sextant CLO 2007-1, Ltd.**

**By: Gulf Stream Asset Management LLC, as Collateral Manager**

By

/s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:** **Gulf Stream – Sextant CLO 2006-1, Ltd.**  
**By: Gulf Stream Asset Management LLC, as Collateral Manager**

By  
/s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**Gulf Stream – Compass CLO 2005-II, Ltd.**

**By: Gulf Stream Asset Management LLC, as Collateral Manager**

By

/s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:**

**ALM Loan Funding 2010-3, Ltd.**

**By: Apollo Credit Management (CLO), LLC, as Collateral Manager**

By

/s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

**Name of Institution:** **ALM Loan Funding 2010-1, Ltd.**  
**By: Apollo Credit Management, LLC, its Collateral Manager**

By  
/s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:



Name of Institution:

ALM VI, Ltd.  
By: Apollo Credit Management (CLO), LLC, as Collateral Manager

By  
/s/ Joe Moroney  
\_\_\_\_\_  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

Name of Institution:

ALM IV, Ltd.  
By: Apollo Credit Management (CLO), LLC, as Collateral Manager

By  
/s/ Joe Moroney  
\_\_\_\_\_  
Name: Joe Moroney  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution: ARES IIIR/IVR CLO LTD.**

**ARES IIIR/IVR CLO LTD.**

**BY: ARES CLO MANAGEMENT IIIR/IVR, L.P., ITS ASSET MANAGER**

**BY: ARES CLO GP IIIR/IVR, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES VR CLO LTD.**

**ARES VR CLO LTD.**

**BY: ARES CLO MANAGEMENT VR, L.P., ITS INVESTMENT MANAGER**

**BY: ARES CLO GP VR, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES VIR CLO LTD.**

**ARES VIR CLO LTD.**

**BY: ARES CLO MANAGEMENT VIR, L.P., ITS INVESTMENT MANAGER**

**BY: ARES CLO GP VIR, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES XI CLO LTD.**

**ARES XI CLO LTD.**

**BY: ARES CLO MANAGEMENT XI, L.P., ITS ASSET MANAGER**

**BY: ARES CLO GP XI, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES NF CLO XIII LTD.**

**ARES NF CLO XIII LTD.**

**BY: ARES NF CLO XIII MANAGEMENT, L.P., ITS COLLATERAL MANAGER**

**BY: ARES NF CLO XIII MANAGEMENT LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES XVI CLO LTD.**

**ARES XVI CLO LTD.**

**BY: ARES CLO MANAGEMENT XVI, L.P., ITS ASSET MANAGER**

**BY: ARES CLO GP XVI, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES XXI CLO LTD.**

**ARES XXI CLO LTD.**

**BY: ARES CLO MANAGEMENT XXI, L.P., ITS INVESTMENT MANAGER**

**BY: ARES CLO GP XXI, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES XXII CLO LTD.**

**ARES XXII CLO LTD.**

**BY: ARES CLO MANAGEMENT XXII, L.P., ITS ASSET MANAGER**

**BY: ARES CLO GP XXII, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES SENIOR LOAN TRUST**

**ARES SENIOR LOAN TRUST**

**BY: ARES SENIOR LOAN TRUST MANAGEMENT, L.P., ITS INVESTMENT MANAGER**

**BY: ARES SENIOR LOAN TRUST MANAGEMENT, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.**

**ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.**

**BY: ARES ENHANCED CREDIT OPPORTUNITIES FUND MANAGEMENT, L.P., ITS MANAGER**

**BY: ARES ENHANCED CREDIT OPPORTUNITIES FUND MANAGEMENT GP, LLC, AS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES ENHANCED CREDIT OPPORTUNITIES FUND II, LTD.**

**ARES ENHANCED CREDIT OPPORTUNITIES FUND II, LTD.**

**BY: ARES ENHANCED CREDIT OPPORTUNITIES INVESTMENT MANAGEMENT II, LLC, ITS MANAGER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory



**Name of Institution: ARES ENHANCED LOAN INVESTMENT STRATEGY IR LTD.**

**ARES ENHANCED LOAN INVESTMENT STRATEGY IR LTD.**

**BY: ARES ENHANCED LOAN MANAGEMENT IR, L.P., AS PORTFOLIO MANAGER**

**BY: ARES ENHANCED LOAN IR GP, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: FUTURE FUND BOARD OF GUARDIANS**

**FUTURE FUND BOARD OF GUARDIANS**

**BY: ARES ENHANCED LOAN INVESTMENT STRATEGY ADVISOR IV, L.P., ITS INVESTMENT MANAGER (ON BEHALF OF THE ELIS IV SUB ACCOUNT)**

**BY: ARES ENHANCED LOAN INVESTMENT STRATEGY ADVISOR IV GP, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: WELLPOINT, INC.**

**WELLPOINT, INC.**

**BY: ARES WLP MANAGEMENT, L.P., ITS INVESTMENT MANAGER**

**BY: ARES WLP MANAGEMENT GP, LLC, ITS GENERAL PARTNER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: GLOBAL LOAN OPPORTUNITY FUND B.V.**

**GLOBAL LOAN OPPORTUNITY FUND B.V.**

**BY: ARES MANAGEMENT LIMITED, ITS PORTFOLIO MANAGER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: ARES INSTITUTIONAL LOAN FUND B.V.**

**ARES INSTITUTIONAL LOAN FUND B.V.**

**BY: ARES MANAGEMENT LIMITED, AS MANAGER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: SEI INSTITUTIONAL INVESTMENTS TRUST ENHANCED LIBOR OPPORTUNITIES FUND**

**SEI INSTITUTIONAL INVESTMENTS TRUST ENHANCED LIBOR OPPORTUNITIES FUND**

**BY: ARES MANAGEMENT LLC, AS PORTFOLIO MANAGER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution: SEI INSTITUTIONAL MANAGED TRUST ENHANCED INCOME FUND**

**SEI INSTITUTIONAL MANAGED TRUST ENHANCED INCOME FUND**

**BY: ARES MANAGEMENT LLC, AS PORTFOLIO MANAGER**

By

/s/ Americo Cascella

Name: Americo Cascella

Title: Authorized Signatory

**Name of Institution:** AVENUE CLO II, LTD.  
AVENUE CLO III, LTD.

By

/s/ Sriram Balakrishnan

Name: Sriram Balakrishnan

Title: Portfolio Manager

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:**        **BABSON CLO LTD. 2005-I**  
   **BABSON CLO LTD. 2005-II**  
   **BABSON CLO LTD. 2005-III**  
   **BABSON CLO LTD. 2006-I**  
   **BABSON CLO LTD. 2006-II**  
   **BABSON CLO LTD. 2007-I**  
   **BABSON MID-MARKET CLO LTD. 2007-II**  
   **BABSON CLO LTD. 2008-II**  
   **BABSON CLO LTD. 2011-I**  
   **BABSON LOAN OPPORTUNITY CLO, LTD.**  
   **CLEAR LAKE CLO, LTD.**  
   **SAPPHIRE VALLEY CDO I, LTD.**  
   **ST. JAMES RIVER CLO, LTD.**  
   **SUMMIT LAKE CLO, LTD.**

**By: Babson Capital Management LLC, as Collateral Manager**

By

/s/ Michael J. Fey

Name: Michael J. Fey

Title: Director

**Name of Institution:**

**AMBITION TRUST 2009**

**By: Babson Capital Management LLC, as Investment Manager**

By

/s/ Michael J. Fey

Name: Michael J. Fey

Title: Director

**Name of Institution:**

**DIAMOND LAKE CLO, LTD.**

**By: Babson Capital Management LLC, as Collateral Servicer**

By

/s/ Michael J. Fey

Name: Michael J. Fey

Title: Director

**Name of Institution:**

**Ariel Reinsurance Company Ltd.**  
**BlackRock Senior High Income Fund, Inc.**  
**Allied World Assurance Company, Ltd.**  
**JPMBI re Blackrock BankLoan Fund**  
**BlackRock Floating Rate Income Trust**  
**BlackRock Defined Opportunity Credit Trust**  
**BlackRock Limited Duration Income Trust**  
**BMI-CLO-I**  
**BlackRock Funds II BlackRock Floating Rate Income Portfolio**  
**BlackRock Senior Income Series II**  
**BlackRock Senior Income Series IV**  
**BlackRock Senior Income Series V Limited**  
**BlackRock Debt Strategies Fund, Inc.**  
**BlackRock Diversified Income Strategies Fund, Inc.**  
**BlackRock Floating Rate Income Strategies Fund, Inc.**  
**BlackRock Floating Rate Income Strategies Fund II, Inc.**  
**BlackRock Global Investment Series: Income Strategies Portfolio**  
**Alterra Bermuda Limited**  
**Ironshore Inc.**  
**Missouri State Employees' Retirement System**  
**BlackRock Senior Floating Rate Portfolio**

By

/s/ C. Adrian Marshall

Name: C. Adrian Marshall

Title: Authorized Signatory

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:









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**Name of Institution:** Green Island CBNA Loan Funding LLC  
By: Citibank, N.A.

By  
/s/ Lynette Thompson  
Name: Lynette Thompson  
Title: Director

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**CANARAS SUMMIT CLO LTD**  
**By: Canaras Capital Management LLC, as Sub-Investment Adviser**

By  
/s/ Shiloh Bates  
Name: Shiloh Bates  
Title: Authorized Signatory

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**

**CARLYLE GLOBAL MARKET STRATEGIES CLO 2011-1, LTD.**

By

/s/ Linda Pace

Name: Linda Pace

Title: Managing Director

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** CARLYLE HIGH YIELD PARTNERS VIII, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** CARLYLE HIGH YIELD PARTNERS IX, LTD.

By  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** CARLYLE HIGH YIELD PARTNERS X, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** CARLYLE ARNAGE CLO, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** CARLYLE AZURE CLO, LTD.

By

/s/ Linda Pace

Name: Linda Pace

Title: Managing Director

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** CARLYLE BRISTOL CLO, LTD.

By

/s/ Linda Pace

Name: Linda Pace

Title: Managing Director

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** CARLYLE DAYTONA CLO, LTD.

By

/s/ Linda Pace

Name: Linda Pace

Title: Managing Director

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** CARLYLE MCLAREN CLO, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** CARLYLE VANTAGE CLO, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** CARLYLE VEYRON CLO, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** MOUNTAIN CAPITAL CLO V, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** MOUNTAIN CAPITAL CLO VI, LTD.

By \_\_\_\_\_  
/s/ Linda Pace  
Name: Linda Pace  
Title: Managing Director

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:



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Name of Institution: Cathay Bank

By \_\_\_\_\_  
/s/ Nancy A. Moore  
Name: Nancy A. Moore  
Title: Senior Vice President

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:

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Name of Institution: CIT Bank

By  
/s/ Dan Burnett  
Name: Dan Burnett  
Title: Director

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** CIT CLO I LTD.

By

/s/ Roger M. Burns

Name: Roger M. Burns

Title: CIT Asset Management LLC  
Executive VP

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** RiverSource Life Insurance Company

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Authorized Signatory

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** **Columbia Variable Portfolio – Strategic Income Fund**

By

/s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Authorized Signatory

For any Lender requiring a second signature line:

By

N/A

Name:

Title:





**Name of Institution:** **Centurion CDO 9 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Director of Operations

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

**Name of Institution:** **Centurion CDO 8 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Director of Operations

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

**Name of Institution:**

**Cent CDO 15 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Assistant Vice President

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

**Name of Institution:**

**Cent CDO 14 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Director of Operations

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

**Name of Institution:**

**Cent CDO 12 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Director of Operations

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:

**Name of Institution:**

**Cent CDO XI Limited**

**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By

/s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

For any Lender requiring a second signature line:

By

N/A

Name:

Title:

**Name of Institution:**

**Cent CDO 10 Limited**  
**By: Columbia Management Investment Advisers, LLC, as Collateral Manager**

By  
/s/ Robin C. Stancil  
Name: Robin C. Stancil  
Title: Director of Operations

For any Lender requiring a second signature line:

By  
N/A  
Name:  
Title:



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**Name of Institution:** CRÉDIT INDUSTRIEL ET COMMERCIAL

By

/s/ Brian O'Leary

Name: Brian O'Leary

Title: Managing Director

For any Lender requiring a second signature line:

By

/s/ Anthony Rock

Name: Anthony Rock

Title: Managing Director

**Name of Institutions:**

Atrium V  
By: Credit Suisse Asset Management, LLC, as Collateral Manager

Atrium VII  
By: Credit Suisse Asset Management, LLC, as Collateral Manager

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

Bentham Wholesale Syndicated Loan Fund  
By: Credit Suisse Asset Management, LLC, as Agent (Sub Adviser) for  
Challenger Investment Services Limited, the Responsible Entity for Bentham  
Wholesale Syndicated Loan Fund

California State Teachers' Retirement System  
By: Credit Suisse Asset Management, LLC, as Investment Manager

Castle Garden Funding  
By: Credit Suisse Asset Management, LLC, as Collateral Manager

Qualcomm Global Trading, Inc.  
By: Credit Suisse Asset Management, LLC, as Investment Manager

By

/s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

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**Name of Institution:** CREDIT SUISSE LOAN FUNDING LLC

By

/s/ Barry Zamore

Name: Barry Zamore

Title: Managing Director

For any Lender requiring a second signature line:

By

/s/ Michael Wotanowski

Name: Michael Wotanowski

Title: Authorized Signatory

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14, 2011

**Name of Institution:** **Denali Capital LLC, managing member of DC Funding Partners LLC,  
portfolio manager for DENALI CAPITAL CLO V, LTD.**

By  
/s/ John P. Thacker  
Name: John P. Thacker  
Title: Chief Credit Officer

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** **Denali Capital LLC, managing member of DC Funding Partners LLC,  
collateral manager for DENALI CAPITAL CLO VII, LTD.**

By  
\_\_\_\_\_  
/s/ John P. Thacker  
Name: John P. Thacker  
Title: Chief Credit Officer

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** **Denali Capital LLC, managing member of DC Funding Partners LLC,  
collateral manager for Spring Road CLO 2007-1, LTD.**

By  
/s/ John P. Thacker  
Name: John P. Thacker  
Title: Chief Credit Officer

For any Lender requiring a second signature line:

By  
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Name:  
Title:

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**Name of Institution:** Deutsche Bank AG New York Branch  
By: DB Services New Jersey, Inc.

By

/s/ Angeline Quintana

Name: Angeline Quintana

Title: Assistant Vice President

For any Lender requiring a second signature line:

By

/s/ Dierdre Cesario

Name: Dierdre Cesario

Title: Assistant Vice President



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Name of Institution: Doral Money, Inc.

By  
/s/ Scott A. McKay  
Name: Scott A. McKay  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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Name of Institution: Doral CLO I Ltd.

By  
/s/ Scott A. McKay  
Name: Scott A. McKay  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**

**MET Investors Series Trust – Met/Eaton Vance Floating Rate Portfolio  
By: Eaton Vance Management, as Investment Sub-Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:



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**Name of Institution:** **Innovation Trust 2009**  
**By: Eaton Vance Management, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
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Name:  
Title:

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**Name of Institution:** Pacific Life Funds – PL Floating Rate Loan Fund  
By: Eaton Vance Management, as Investment Sub-Advisor

By  
\_\_\_\_\_  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**Pacific Select Fund Floating Rate Loan Portfolio**  
**By: Eaton Vance Management, as Investment Sub-Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** **Eaton Vance Short Duration Diversified Income Fund**  
**By: Eaton Vance Management, as Investment Advisor**

By \_\_\_\_\_  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By \_\_\_\_\_  
Name:  
Title:



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**Name of Institution:**

**Eaton Vance Floating-Rate Income Trust**  
**By: Eaton Vance Management, as Investment Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

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Name:

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**Name of Institution:**

**Eaton Vance Senior Floating-Rate Trust**  
**By: Eaton Vance Management, as Investment Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:**

**Eaton Vance VT Floating-Rate Income Fund  
By: Eaton Vance Management, as Investment Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

**Name of Institution:**

**Eaton Vance CDO X PLC**

**By: Eaton Vance Management, as Investment Advisor**

By

/s/ Michael Botthof

Name: Michael Botthof

Title: Vice President

For any Lender requiring a second signature line:

By

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Name:

Title:

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**Name of Institution:** **Eaton Vance CDO IX Ltd.**  
**By: Eaton Vance Management, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Eaton Vance CDO VIII, Ltd.**  
**By: Eaton Vance Management, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
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**Name of Institution:** **Eaton Vance Institutional Senior Fund Loan**  
**By: Eaton Vance Management, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:



**Name of Institution:** **Eaton Vance Senior Income Trust**  
**By: Eaton Vance Management, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:



**Name of Institution:**

**Senior Debt Portfolio**  
**By: Boston Management and Research, as Investment Advisor**

By  
/s/ Michael Botthof  
Name: Michael Botthof  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**

**Fidelity Advisor Series I: Fidelity Advisor Floating Rate High Income Fund**

By

/s/ Jeffrey Christian

Name: Jeffrey Christian

Title: Deputy Treasurer

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** **Fidelity Central Investment Portfolios LLC: Fidelity Floating Rate  
Central Investment Portfolio**

By  
/s/ Jeffrey Christian  
Name: Jeffrey Christian  
Title: Deputy Treasurer

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**

**Pyramis Floating Rate High Income Commingled Pool  
By: Pyramis Global Advisors Trust Company, as Trustee**

By

/s/ Susanne Riche

Name: Susanne Riche

Title: Director

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:



**Name of Institution:**

**Ballyrock CLO 2006-1 Limited**

**By: Ballyrock Investment Advisors LLC, as Collateral Manager**

By

/s/ Lisa Rymut

Name: Lisa Rymut

Title: Assistant Treasurer

For any Lender requiring a second signature line:

By

\_\_\_\_\_  
Name:

Title:



**Name of Institution:** GREYROCK CDO LTD.  
By: Aladdin Capital Management LLC, as Lender

By  
/s/ William Lowry  
Name: William Lowry  
Title: Designated Signatory

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**                    **LANDMARK IX CDO LTD**  
**By: Aladdin Capital Management LLC, as Lender**

By  
\_\_\_\_\_  
/s/ William Lowry  
Name: William Lowry  
Title: Designated Signatory

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**                    **LANDMARK VIII CLO LTD**  
**By: Aladdin Capital Management LLC, as Lender**

By  
/s/ William Lowry  
\_\_\_\_\_  
Name: William Lowry  
Title: Designated Signatory

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**            **LANDMARK V CDO LIMITED**  
**By: Aladdin Capital Management LLC, as Lender**

By  
\_\_\_\_\_  
/s/ William Lowry  
Name: William Lowry  
Title: Designated Signatory

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Nantucket CLO 1 Ltd.  
By: Fortis Investment Management USA, Inc., as Attorney-in-Fact

By  
\_\_\_\_\_  
/s/ Vanessa Ritter  
Name: Vanessa Ritter  
Title: Vice President

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

Name of Institution:

**Torus Insurance Holdings Limited**  
by **Goldman Sachs Asset Management, L.P. solely as its investment advisor and not as principle**

by  
/s/ Kaidi Huang  
Name: Kaidi Huang  
Title: VP

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Northup Grumman Pension Master Trust**  
**by Goldman Sachs Asset Management, L.P. solely as its investment advisor and not as principle**

by  
/s/ Kaidi Huang  
Name: Kaidi Huang  
Title: VP

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

Name of Institution:

**Goldman Sachs Trust on behalf of the Goldman Sachs High Yield Floating  
Rate Fund by Goldman Sachs Asset Management, L.P. as investment advisor and not as principle**

by  
/s/ Kaidi Huang  
Name: Kaidi Huang  
Title: VP

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:**

**ABS Loans 2007 Limited, a subsidiary of Goldman Sachs Institutional Funds II PLC**

by

/s/ Sheenagh Carroll

Name: Sheenagh Carroll

Title: Authorised Signatory

For any Lender requiring a second signature line:

by

/s/ Simon Firbank

Name: Simon Firbank

Title: Authorised Signatory

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**Name of Institution:** **GOLDMAN SACHS ASSET MANAGEMENT CLO. PUBLIC LIMITED COMPANY**  
**By: Goldman Sachs Asset Manager, L.P., as Manager**

by  
/s/ Kaidi Huang  
Name: Kaidi Huang  
Title: VP

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**

**GOLUB CAPITAL MANAGEMENT CLO 2007-1, LTD,**  
**as a Lender**  
**By: GOLUB CAPITAL LLC,**  
**as a Collateral Manager**

By:

/s/ Christina D. Jamieson

Name: Christina D. Jamieson

Title: Authorized Signatory

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**Name of Institution:**

**GOLUB CAPITAL SENIOR LOAN OPPORTUNITY FUND, LTD.**  
as a Lender

**By: GOLUB CAPITAL LLC,**  
as a Collateral Manager

By:

/s/ Christina D. Jamieson

Name: Christina D. Jamieson

Title: Authorized Signatory

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**Name of Institution:**

**GOLUB CAPITAL FUNDING CLO-8, Ltd  
as a Lender**

**By: GOLUB CAPITAL PARTNERS MANAGEMENT LTD,  
as a Collateral Manager**

By:

/s/ Christina D. Jamieson

Name: Christina D. Jamieson

Title: Authorized Signatory

**Name of Institution:** **Golub Capital Partners CLO 10, Ltd.,  
as a Lender**

**By: GC Advisors LLC, its Agent**

By:

/s/ Christina D. Jamieson

Name: Christina D. Jamieson

Title: Authorized Signatory

**Name of Institution:**

**Halcyon Structured Asset Management CLO I LTD.**

**Halcyon Structured Asset Management Long Secured/Short Unsecured CLO 2006-1 LTD.**

**Halcyon Structured Asset Management Long Secured/Short Unsecured 2007-1 LTD.**

**Halcyon Structured Asset Management Long Secured/Short Unsecured 2007-3 LTD.**

**Halcyon Structured Asset Management Long Secured/Short Unsecured 2007-2 LTD.**

**Halcyon Loan Investors CLO I, LTD.**

**Halcyon Loan Investors CLO II, LTD.**

**BACCHUS (U.S.) 2006-1 LTD.**

by

/s/ David Martino

Name: David Martino

Title: Controller

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:**

**Renaissance Trust 2009  
By: Highbridge Principal Strategies LLC  
Its Sub-Investment Manager**

by

/s/ Jamie Donsky

Name: Jamie Donsky

Title: Vice President



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**Name of Institution:**           **Highbridge Liquid Loan Opportunities Master Fund, L.P.**  
**By: Highbridge Principal Strategies LLC**  
**Its Investment Manager**

by

/s/ Jamie Donsky

Name: Jamie Donsky

Title: Vice President

**Name of Institution:**

**Greenbriar CLO, Ltd**

**By: Highland Capital Management, L.P., As Collateral Manager**

**By: Strand Advisors, Inc.,**

**Its General Partner**

by

/s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

**Name of Institution:** **Children's Healthcare of Atlanta, Inc.**  
**By: Highland Capital Management L.P.,**  
**As Investment Manager**  
**By: Stand Advisors, Inc., Its General Partner**

by  
/s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



**Name of Institution:** **Gleneagles CLO, Ltd**  
**By: Highland Capital Management, L.P.,**  
**As Collateral Manager**  
**By: Strand Advisors, Inc., Its General Partner**

by  
/s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Grayson CLO, Ltd.**  
  **By: Highland Capital Management, L.P.,**  
  **As Collateral Manager**  
  **By: Strand Advisors, Inc.,**  
  **Its General Partner**

by  
    /s/ Carter Chism  
    Name: Carter Chism  
    Title:  Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Liberty CLO, Ltd.**  
**By: Highland Capital Management, L.P.,**  
**As Collateral Manager**  
**By: Strand Advisors, Inc., Its General Partner**

by  
/s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:





**Name of Institution:**           **AVALON CAPITAL LTD. 3**  
**By: INVESCO Senior Secured Management, Inc.,**  
**As Asset Manager**

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

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**            **BELHURST CLO LTD.**  
**By: INVESCO Senior Secured Management, Inc.,**  
**As Collateral Manager**

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** **DIVERSIFIED CREDIT PORTFOLIO LTD.**  
**By: INVESCO Senior Secured Management, Inc.,**  
**as Investment Advisor**

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

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **PowerShares Senior Loan Portfolio**  
**By: Invesco Senior Secured Management, Inc.,**  
**As Collateral Manager**

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** HUDSON CANYON FUNDING II, LTD  
By: INVESCO Senior Secured Management, Inc.,  
As Collateral Manager & Attorney InFact

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** LIMEROCK CLO I  
By: INVESCO Senior Secured Management, Inc.,  
As Investment Manager

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

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **MOSELLE CLO S.A.**  
**By: INVESCO Senior Secured Management, Inc.,**  
**As Collateral Manager**

by  
/s/ Robert Drobny  
\_\_\_\_\_  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**            **Morgan Stanley Investment Management Croton, Ltd.**  
**By: Invesco Senior Secured Management, Inc.,**  
   **As Collateral Manager**

by  
/s/ Robert Drobny  
\_\_\_\_\_  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



**Name of Institution:** NAUTIQUE FUNDING LTD.  
By: INVESCO Senior Secured Management, Inc.,  
As Collateral Manager

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** MSIM Peconic Bay, Ltd.  
By: Invesco Senior Secured Management, Inc.,  
As Collateral Manager

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

For any Lender requiring a second signature line:

by  
Name:  
Title:

**Name of Institution:** SARATOGA CLO I, LIMITED  
By: INVESCO Senior Secured Management, Inc.,  
As the Asset Manager

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **WASATCH CLO LTD**  
**By: INVESCO Senior Secured Management, Inc.,**  
**As Portfolio Manager**

by  
/s/ Robert Drobny  
\_\_\_\_\_  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**               **Invesco Zodiac Funds – Invesco US Senior Loan Fund**  
**By: Invesco Management S.A**  
  **As Investment Manager**

by \_\_\_\_\_  
/s/ Robert Drobny  
Name: Robert Drobny  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** JPMorgan Chase Bank, N.A.

by  
/s/ Andrew C. Faherty  
Name: Andrew C. Faherty  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** **COMMINGLED PENSION TRUST FUND (HIGH YIELD) OF JPMORGAN CHASE BANK, N.A.**

by

/s/ William J. Morgan

Name: William J. Morgan

Title: Managing Director

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** JPMORGAN FLOATING RATE INCOME FUND

by

/s/ William J. Morgan

Name: William J. Morgan

Title: Managing Director

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:



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14, 2011

**Name of Institution:** JPMORGAN INCOME BUILDER FUND

by  
/s/ William J. Morgan  
Name: William J. Morgan  
Title: Managing Director

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** JPMORGAN CHASE BANK NA AS TRUSTEE OF THE JPMORGAN CHASE RETIREMENT PLAN

by  
/s/ William J. Morgan  
Name: William J. Morgan  
Title: Managing Director

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** JPMORGAN TAX AWARE HIGH INCOME FUND

by

/s/ William J. Morgan

Name: William J. Morgan

Title: Managing Director

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** CONSUMER PROGRAM ADMINISTRATORS INC - BL

by  
/s/ William J. Morgan  
Name: William J. Morgan  
Title: Managing Director

For any Lender requiring a second signature line:

By  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **APOSTLE LOOMIS SAYLES CREDIT OPPORTUNITIES FUND, As Lender**

**By: Loomis, Sayles & Company, L.P.,  
Its Investment Manager**

**By: Loomis, Sayles & Company, Incorporated,  
Its General Partner**

by

/s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President

**Name of Institution:**           **APOSTLE LOOMIS SAYLES SENIOR LOAN FUND, As Lender**

**By: Loomis, Sayles & Company, L.P.,  
Its Investment Manager**

**By: Loomis, Sayles & Company, Incorporated,  
Its General Partner**

by

/s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President

**Name of Institution:** LOOMIS SAYLES CLO I, LTD.  
As Lender

**By: Loomis, Sayles & Company, L.P.,  
Its Collateral Manager**

**By: Loomis, Sayles & Company, Incorporated,  
Its General Partner**

by

/s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President



**Name of Institution:** THE LOOMIS SAYLES SENIOR LOAN FUND, LLC,  
As Lender

**By: Loomis, Sayles & Company, L.P.,  
Its Managing Member**

**By: Loomis, Sayles & Company, Incorporated,  
Its General Partner**

by

/s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President

**Name of Institution:** NATIXIS LOOMIS SAYLES SENIOR LOAN FUND,  
As Lender

**By:** Loomis, Sayles & Company, L.P.,  
Its Investment Manager

**By:** Loomis, Sayles & Company, Incorporated,  
Its General Partner

by

/s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President







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**Name of Institution:** LCM III, Ltd.  
**By:** LCM Asset Management LLC  
As Collateral Manager

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:** LCM IV, Ltd.  
**By:** LCM Asset Management LLC  
As Collateral Manager

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:** LCM V, Ltd.  
By: LCM Asset Management LLC  
As Collateral Manager

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title



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**Name of Institution:** LCM VI, Ltd.  
By: LCM Asset Management LLC  
As Collateral Manager

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:**            **LCM VIII Limited Partnership**  
   **By: LCM Asset Management LLC**  
   **As Collateral Manager**

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:**            **LCM IX Limited Partnership**  
   **By: LCM Asset Management LLC**  
   **As Collateral Manager**

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:**            **Hewett's Island CLO IV, Ltd.**  
   **By: LCM Asset Management LLC**  
   **As Collateral Manager**

by

/s/ Alexander B. Kenna

Name: Alexander B. Kenna

Title:

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**Name of Institution:** MainStay High Yield Corporate Bond Fund, a series of the MainStay Funds

**By: MacKay Shields LLC, as Investment Advisor and not  
individually**

by

/s/ Matt Philo

Name: Matt Philo

Title: Senior Managing Director





**Name of Institution:** WIND RIVER CLO II – TATE INVESTORS, LTD.

**By: McDonnell Investment Management, LLC, as Manager**

by  
/s/ Kathleen A. Zarn  
Name: Kathleen A. Zarn  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** MetLife Bank, N.A.

by  
/s/ Matthew J. McNerny  
Name: Matthew J. McNerny  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



**Name of Institution:**           **LightPoint CLO IV, Ltd.**

**By: Neuberger Berman Fixed Income LLC as collateral manager**

by

/s/ Colin Donlan

Name: Colin Donlan

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

**Name of Institution:** **LightPoint CLO V, Ltd.**

**By: Neuberger Berman Fixed Income LLC as collateral manager**

by  
/s/ Colin Donlan  
\_\_\_\_\_  
Name: Colin Donlan  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** LightPoint CLO VII, Ltd.

**By:** Neuberger Berman Fixed Income LLC as collateral manager

by  
/s/ Colin Donlan  
\_\_\_\_\_  
Name: Colin Donlan  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **LightPoint CLO VIII, Ltd.**

**By: Neuberger Berman Fixed Income LLC as collateral manager**

by

/s/ Colin Donlan

Name: Colin Donlan

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:



**New York Life Insurance Company**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**New York Life Insurance and Annuity Corporation**

**By: New York Life Investment Management LLC,  
its Investment Manager**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**MainStay Floating Rate Fund,  
a series of MainStay Funds Trust**

**By: New York Life Investment Management LLC,  
its Investment Manager**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**MainStay VP Floating Rate Portfolio,  
a series of MainStay VP Funds Trust**

**By: New York Life Investment Management LLC,  
its Investment Manager**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**Wind River Reinsurance Company, Ltd.**

**By: New York Life Investment Management LLC,  
its Investment Manager**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**NYLIM Flatiron CLO 2006-1 Ltd.**

**By: New York Life Investment Management LLC,  
as Collateral Manager and Attorney-In-Fact**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**Flatiron CLO 2007-1 Ltd.**

**By: New York Life Investment Management LLC,  
as Collateral Manager and Attorney-In-Fact**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**Silverado CLO 2006-II Limited**

**By: New York Life Investment Management LLC,  
as Portfolio Manager and Attorney-in-Fact**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President

**Flatiron CLO 2011-1 Ltd.**

**By: New York Life Investment Management  
as Collateral Manager and Attorney-In-Fact**

By:

/s/ Mia Lee

---

Name: Mia Lee

Title: Vice President



**Name of Institution:** OHA Park Avenue CLO I, Ltd.

**By:** Oak Hill Advisors, L.P., as Investment Manager

by  
/s/ Glenn R. August  
Name: Glenn R. August  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**            **Oak Hill Credit Partners V, Limited**  
  
**By:** **Oak Hill Advisors, L.P., as Portfolio Manager**

by  
\_\_\_\_\_  
/s/ Glenn R. August  
Name: Glenn R. August  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Oak Hill Credit Partners IV, Limited**

**By: Oak Hill CLO Management IV, LLC, as Investment Manager**

by  
/s/ Glenn R. August  
Name: Glenn R. August  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** ACE Tempest Reinsurance Ltd.

**By: Oaktree Capital Management, L.P. Its: Investment Manager**

by

/s/ David Yee

Name: David Yee

Title: Managing Director

For any Lender requiring a second signature line:

by

/s/ Desmond Shirazi

Name: Desmond Shirazi

Title: Managing Director

**Name of Institution:**           **The Public School Retirement System of Missouri**

**By: Oaktree Capital Management, L.P. Its: Investment Manager**

by

/s/ David Yee

Name: David Yee

Title: Managing Director

For any Lender requiring a second signature line:

by

/s/ Desmond Shirazi

Name: Desmond Shirazi

Title: Managing Director

**Name of Institution:**           **The Public Education Employees Retirement System of Missouri**

**By: Oaktree Capital Management, L.P. Its: Investment Manager**

by

/s/ David Yee

Name: David Yee

Title: Managing Director

For any Lender requiring a second signature line:

by

/s/ Desmond Shirazi

Name: Desmond Shirazi

Title: Managing Director

**Name of Institution:**           **Oaktree Loan Fund, L.P.**

**By: Oaktree Loan Fund GP, L.P. Its: General Partner**  
**By: Oaktree Fund GP IIA, LLC Its: General Partner**  
**By: Oaktree Fund GP II, L.P. Its: Managing Member**

by

/s/ David Yee

Name: David Yee

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

/s/ Desmond Shirazi

Name: Desmond Shirazi

Title: Authorized Signatory

**Name of Institution:** **Oaktree Senior Loan Fund, L.P.**

**By: Oaktree Senior Loan Fund GP, L.P. Its: General Partner**  
**By: Oaktree Fund GP IIA, LLC Its: General Partner**  
**By: Oaktree Fund GP II, L.P. Its: Managing Member**

by

/s/ David Yee

Name: David Yee

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

/s/ Desmond Shirazi

Name: Desmond Shirazi

Title: Authorized Signatory



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Name of Institution: TRALEE CDO I LTD

by /s/ Joseph Matteo  
Name: Joseph Matteo  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**

**PIMCO Funds: PIMCO Total Return Fund**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

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**Name of Institution:**

**PIMCO Funds: PIMCO Diversified Income Fund  
By: Pacific Investment Management Company LLC,  
as its Investment Advisor, acting through Investors  
Fiduciary Trust Company in the Nominee Name of IFTCO**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

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**Name of Institution:**

**PIMCO Income Fund (Multi Sector)**

**By: Pacific Investment Management Company LLC,  
as its Investment Advisor**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

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**Name of Institution:** **PIMCO Cayman Bank Loan Fund**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** **PIMCO Funds: Private Account Portfolio Series**  
**Senior Floating Rate Portfolio**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:**

**PIMCO Funds: PIMCO Senior Floating Rate Fund  
By: Pacific Investment Management Company LLC,  
as its Investment Advisor**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** **PIMCO Funds: PIMCO Credit Absolute Return Fund**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President



**Name of Institution:**

**Portola CLO, Ltd.**

**By: Pacific Investment Management Company LLC,  
as its Investment Advisor**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

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**Name of Institution:** **Fairway Loan Funding Company**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President

**Name of Institution:**           **Mayport CLO Ltd. (#6895)**  
**By: Pacific Investment Management Company LLC,**  
**as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President

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**Name of Institution:**

**Virginia Retirement System  
By: Pacific Investment Management Company LLC,  
as its Investment Advisor**

By:

/s/ Arthur Y.D. Ong

Name: Arthur Y.D. Ong

Title: Executive Vice President

**Name of Institution:** **PIMCO Funds Global Investors Series plc:  
Diversified Income Duration Hedged Fund**

**By: Pacific Investment Management Company LLC,  
as its Investment Advisor**

By: /s/ Arthur Y.D. Ong  
Name: Arthur Y.D. Ong  
Title: Executive Vice President

**Name of Institution:** Galaxy XI CLO, Ltd.

**By:** PineBridge Investments LLC As Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Fire and Police Pension Fund, San Antonio

**By:** PineBridge Investments LLC Its Investment Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Arch Investment Holdings III Ltd.

**By:** PineBridge Investments LLC As Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:



**Name of Institution:** VALIDUS REINSURANCE LTD

**By:** PineBridge Investments LLC Its Investment Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** PineBridge Bank Loan Fund Ltd.

**By:** PineBridge Investments LLC Its Investment Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Saturn CLO, Ltd.

**By:** PineBridge Investments LLC Its Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Galaxy X CLO, LTD

**By:** PineBridge Investments LLC Its Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Galaxy VIII CLO, LTD

**By:** PineBridge Investments LLC Its Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Galaxy VII CLO, LTD

**By:** PineBridge Investments LLC Its Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Galaxy VI CLO, LTD

**By:** PineBridge Investments LLC Its Collateral Manager

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

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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14, 2011

**Name of Institution:** JNL/PPM America Floating Rate Income Fund,  
a series of the JNL Series Trust  
By: PPM America, Inc., as sub-adviser

by /s/ Chris Kappas  
Name: Chris Kappas  
Title: Managing Director



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**Name of Institution:** PPM GRAYHAWK, CLO LTD

by /s/ Chris Kappas

Name: Chris Kappas

Title: Managing Director

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**Name of Institution:**           **Cole Brook CBNA Loan Funding LLC**

by /s/ Malia Baynes

Name: Malia Baynes

Title: ATTORNEY-IN-FACT

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**Name of Institution:**            **BEACON HILL FUNDING**

by           /s/ Richard Taylor            
Name: Richard Taylor  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by           N/A            
Name:  
Title:

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**Name of Institution:**            **Raymond James Bank, N.A.**

by           /s/ Steven Paley          

Name: Steven Paley

Title: Senior Vice President

**Name of Institution:** Race Point IV CLO, Ltd.

**By:** Sankaty Advisors, LLC as Collateral Manager

by /s/ Andrew S. Viens  
Name: Andrew S. Viens  
Title: Sr. Vice President of Operations

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Race Point III CLO

**By:** Sankaty Advisors, LLC as Collateral Manager

by /s/ Andrew S. Viens  
Name: Andrew S. Viens  
Title: Sr. Vice President of Operations

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** Nash Point CLO

**By:** Sankaty Advisors, LLC as Collateral Manager

by /s/ Andrew S. Viens  
Name: Andrew S. Viens  
Title: Sr. Vice President of Operations

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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

**By:** Sankaty Advisors, LLC as Collateral Manager

by /s/ Andrew S. Viens  
Name: Andrew S. Viens  
Title: Sr. Vice President of Operations

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:



**Name of Institution:**

**Baker Street CLO II Ltd.**

**By: Seix Investment Advisors LLC, as Collateral Manager**

**Ridgeworth Funds – Seix Floating Rate High Income Fund**

**By: Seix Investment Advisors LLC, as Subadviser**

**Rochdale Fixed Income Opportunities Portfolio**

**By: Seix Investment Advisors LLC, as Subadviser**

**as Lenders**

By: /s/ George Goudelias

Name: George Goudelias

Title: Managing Director

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**Name of Institution:**           **San Joaquin County Employees' Retirement Association**

by           /s/ Adam J. Shapiro            
Name: Adam J. Shapiro  
Title: General Counsel

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**            **Libra Global Limited**

by           /s/ Adam J. Shapiro            
Name: Adam J. Shapiro  
Title: General Counsel

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**            **JHF II-Multi Sector Bond Fund**

by           /s/ Adam J. Shapiro            
Name: Adam J. Shapiro  
Title: General Counsel

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:**           **Stone Harbor Global Funds PLC – Stone Harbor Leveraged Loan Portfolio**

by           /s/ Adam J. Shapiro            
Name: Adam J. Shapiro  
Title: General Counsel

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Cornerstone CLO Ltd.**  
**By Stone Tower Debt Advisors LLC**  
**As Its Collateral Manager**

by /s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Rampart CLO 2007 Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by \_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Rampart CLO 2006-1 Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by \_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:



**Name of Institution:**           **Stone Tower CLO III Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by \_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Stone Tower CLO IV Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by \_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Stone Tower CLO V Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by  
\_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**           **Stone Tower CLO VI Ltd.**  
  **By Stone Tower Debt Advisors LLC**  
  **As Its Collateral Manager**

by  
\_\_\_\_\_  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:**       **Stone Tower CLO VII Ltd.**  
   **By Stone Tower Debt Advisors LLC**  
   **As Its Collateral Manager**

by

/s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

**Name of Institution:**           **Stone Tower Credit Funding I Ltd.**  
  **By Stone Tower Fund Management LLC**  
  **As Its Collateral Manager**

by  
/s/ Michael W. DelPercio  
\_\_\_\_\_  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Name of Institution:** **Falcon Senior Loan Fund**  
**By Stone Tower Fund Management LLC**  
**As Its Investment Manager**

by  
/s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
Name:  
Title:

**Name of Institution:**           **Stone Tower Loan Trust 2010**  
  **By Stone Tower Fund Management LLC**  
  **As Its Investment Manager**

by  
/s/ Michael W. DelPercio  
\_\_\_\_\_  
Name: Michael W. DelPercio  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** TETON FUNDING, LLC  
By: SunTrust Bank, its Manager

by

/s/ Douglas Weltz

Name: Douglas Weltz

Title: Vice President

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**Name of Institution:** SunTrust Bank

by \_\_\_\_\_  
/s/ Katherine Bass  
Name: Katherine Bass  
Title: Director

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

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This consent is made by the following Lender, acting through the undersigned investment advisor:

**Name of Institution:**                    **T. Rowe Price Institutional Floating Rate Fund**

By:

/s/ Brian Rubin

Name: Brian Rubin

Title: Vice President

For any Lender requiring a second signature line:

by

NA

Name:

Title:

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This consent is made by the following Lender, acting through the undersigned investment advisor:

**Name of Institution:**                    **T. Rowe Price Floating Rate Fund, Inc.**

By:

/s/ Brian Rubin

Name: Brian Rubin

Title: Vice President

For any Lender requiring a second signature line:

by

NA

Name:

Title:

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This consent is made by the following Lender, acting through the undersigned investment advisor:

**Name of Institution:**           **ACE American Insurance Company**

By: T. Rowe Price Associates, Inc. as investment advisor

/s/ Brian Rubin

Name: Brian Rubin

Title: Vice President

For any Lender requiring a second signature line:

by

NA

Name:

Title:

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**Name of Institution:** Founders Grove CLO, Ltd.

By: Tall Tree Investment Management, LLC

/s/ Michael J. Starshak Jr.

Name: Michael J. Starshak Jr.

Title: Officer

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:** Grant Grove CLO, Ltd.

By: Tall Tree Investment Management, LLC

/s/ Michael J. Starshak Jr.

Name: Michael J. Starshak Jr.

Title: Officer

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:**            **Muir Grove CLO, Ltd.**

By: Tall Tree Investment Management, LLC

/s/ Michael J. Starshak Jr.

Name: Michael J. Starshak Jr.

Title: Officer

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:



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**Name of Institution:**            **Trimaran CLO IV Ltd**  
   **By Trimaran Advisors, L.L.C.**

by

/s/ Dominick J. Mazzitelli

Name: Dominick J. Mazzitelli

Title: Managing Director

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**Name of Institution:**           **Trimaran CLO V Ltd**  
  **By Trimaran Advisors, L.L.C.**

by

/s/ Dominick J. Mazzitelli

Name: Dominick J. Mazzitelli

Title: Managing Director

**Name of Institution:**            **Trimaran CLO VI Ltd**  
   **By Trimaran Advisors, L.L.C.**

by

/s/ Dominick J. Mazzitelli

Name: Dominick J. Mazzitelli

Title: Managing Director

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**Name of Institution:**            **Trimaran CLO VII Ltd**  
   **By Trimaran Advisors, L.L.C.**

by

/s/ Dominick J. Mazzitelli

Name: Dominick J. Mazzitelli

Title: Managing Director

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**Name of Institution:** LeverageSource III S.a.r.l.

by  
/s/ Jose Mayorga  
Name: Jose Mayorga  
Title: Authorized Signatory

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

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Each of the persons listed on Annex A, Severally but not  
jointly, as a Lender

By: Wellington Management Company,  
LLP, as its Investment Adviser

By: /s/ Steven M. Hoffman  
Name: Steven M. Hoffman  
Title: Vice President and Counsel

---

**ANNEX A**

Global Indemnity (Cayman) Limited

Stellar Performer Global Series W – Global Credit

SunAmerica Senior Floating Rate Fund, Inc.

Wellington Trust Company, National Association Multiple Common Trust Funds Trust – Opportunistic Fixed Income Allocation Portfolio

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**Name of Institution:** Wells Fargo Bank, National Association

by  
/s/ Jill Hamilton  
Name: Jill Hamilton  
Title: Vice President

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:** OCEAN TRAILS CLO I

By: West Gate Horizons Advisors LLC,  
as Collateral Manager

By: \_\_\_\_\_  
/s/ Cheryl A. Wasilewski  
Name: Cheryl A. Wasilewski  
Title: Senior Credit Analyst

For any Lender requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:** OCEAN TRAILS CLO II

By: West Gate Horizons Advisors LLC,  
as Investment Manager

By:

/s/ Cheryl A. Wasilewski

Name: Cheryl A. Wasilewski

Title: Senior Credit Analyst

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:**            **WG HORIZONS CLO I**

By: West Gate Horizons Advisors LLC,  
as Manager

By:

/s/ Cheryl A. Wasilewski

Name: Cheryl A. Wasilewski

Title: Senior Credit Analyst

For any Lender requiring a second signature line:

by

\_\_\_\_\_  
Name:

Title:

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**Name of Institution:**            **VRS Bank Loan**

By: Western Asset Management Company acting as Investment  
Manager and Agent on behalf of VRS Bank Loan

by

/s/ Rachel J. de los Santos

Name: Rachel J. de los Santos

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

N/A

Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:**            **John Hancock Fund II Floating Rate Income Fund**

By: Western Asset Management Company acting as Investment  
Manager and Agent on behalf of John Hancock Fund II Floating  
Rate Income Fund

by

/s/ Rachel J. de los Santos

Name: Rachel J. de los Santos

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

N/A

Name:

Title:

SIGNATURE PAGE TO AMENDMENT NO. 1 AND  
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**Name of Institution:**            **Mt. Wilson CLO, Ltd.**

By: Western Asset Management Company acting as Investment  
Manager and Agent on behalf of Mt. Wilson CLO, Ltd.

by

/s/ Rachel J. de los Santos

Name: Rachel J. de los Santos

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

N/A

Name:

Title:

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**Name of Institution:**            **Mt. Wilson CLO II, Ltd.**

By: Western Asset Management Company acting as Investment  
Manager and Agent on behalf of Mt. Wilson CLO II, Ltd.

by

/s/ Rachel J. de los Santos

Name: Rachel J. de los Santos

Title: Authorized Signatory

For any Lender requiring a second signature line:

by

N/A

Name:

Title:

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**Name of Institution:**             **WhiteHorse III, Ltd**  
**By: WhiteHorse Capital Partners, L.P.**  
  **As Collateral Manager**  
**By: WhiteRock Asset Advisor, LLC, its GP**

By  
\_\_\_\_\_  
/s/ Jay Carvell  
Name: Jay Carvell  
Title: Manager

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:



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**Name of Institution:**

**WhiteHorse IV, Ltd**  
**By: WhiteHorse Capital Partners, L.P.**  
**As Collateral Manager**  
**By: WhiteRock Asset Advisor, LLC, its GP**

By  
/s/ Jay Carvell  
Name: Jay Carvell  
Title: Manager

For any Lender requiring a second signature line:

by  
\_\_\_\_\_  
Name:  
Title:

**Term Loan Commitment**

**Tranche B-2 Term Lender**

Credit Suisse AG, Cayman Islands Branch

**TOTAL**

**Tranche B-2  
Term Loan  
Commitment**

**\$500,000,000**

**\$500,000,000**

Surviving Debt

<u>LC No.</u>	<u>Amount</u>	<u>Expiration Date</u>	<u>Beneficiary</u>	<u>Currency</u>
CPCS-954308	\$ 14,098.04	9/19/2012	State Bank of India	GBP
CPCS-954309	\$120,420.66	9/19/2012	State Bank of India	GBP
CPCS-954310	\$ 55,909.27	9/19/2012	State Bank of India	GBP
CPCS-954311	\$172,859.78	9/19/2012	State Bank of India	GBP
CPCS-954312	\$ 86,287.37	9/19/2012	State Bank of India	GBP
CPCS-954314	\$ 72,474.48	9/19/2012	State Bank of India	GBP
CPCS-954315	\$ 5,863.88	9/19/2012	State Bank of India	GBP
CPCS-954317	\$ 16,136.82	9/19/2012	State Bank of India	GBP
CPCS-962213	\$ 90,000.00	9/27/2012	Western Surety	
CPCS-954313	\$ 95,000.00	7/25/2012	Aetna Ins.	
CPCS-339317	\$500,000.00	1/19/2013	National Westminster Bank PLC	

<u>LC No.</u>	<u>Amount</u>	<u>Expiration Date</u>	<u>Beneficiary</u>	<u>Currency</u>
NZS-680057	\$ 10,243.66	12/3/2013	State Bank of India	GBP
NZS-639244	\$ 54,775.20	6/13/2012	State Bank of India	GBP
NZS-640731	\$ 76,443.00	10/26/2012	State Bank of India	GBP
NZS-646976	\$109,731.34	9/26/2012	State Bank of India	GBP
NZS-650109	\$ 35,491.19	1/31/2012	State Bank of India	GBP
NZS-654418	\$ 8,949.43	2/29/2012	State Bank of India	GBP
NZS-660753	\$ 46,006.78	7/5/2012	State Bank of India	GBP
NZS-679134	\$ 3,722.39	10/31/2013	State Bank of India	GBP
NZS-607658	\$500,000.00	10/1/2012	National Westminster Bank PLC	USD

Tranche B-2 Term Loan Amortization

For purposes of Section 2.08(b) of the Credit Agreement, the Tranche B-2 Term Loans shall amortize according to the following schedule (based upon the aggregate principal amount of the Tranche B-2 Term Loans outstanding on the Tranche B-2 Effective Date, and subject to adjustment as provided in Section 2.08(b) of the Credit Agreement):

<u>DATE</u>	<u>SCHEDULED TRANCHE B-2 TERM LOAN REPAYMENTS</u>
March 31, 2012	0.25%
June 30, 2012	0.25%
September 30, 2012	0.25%
December 31, 2012	0.25%
March 31, 2013	0.25%
June 30, 2013	0.25%
September 30, 2013	0.25%
December 31, 2013	0.25%
March 31, 2014	0.25%
June 30, 2014	0.25%
September 30, 2014	0.25%
December 31, 2014	0.25%
March 31, 2015	0.25%
June 30, 2015	0.25%
September 30, 2015	0.25%
December 31, 2015	0.25%
March 31, 2016	0.25%
June 30, 2016	0.25%
September 30, 2016	0.25%
December 31, 2016	0.25%
February 14, 2017	Remainder

Post-Effectiveness Collateral Obligations

**Certain Post-Effectiveness Collateral Obligations**

1. Within five (5) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), the Agent shall have received stock certificates and accompanying instruments of transfer endorsed in blank for each of the following entities:

- (a) Bridport Erie Aviation, Inc. (Series A Common);
- (b) Bridport Erie Aviation, Inc. (Series B Common);
- (c) AP Global Holdings, Inc.;
- (d) AP Global Acquisition Corp.;
- (e) AmSafe - C Safe, Inc.; and
- (f) Bridport-Air Carrier, Inc.

2. Within forty-five (45) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), the Agent shall have received stock certificates and accompanying instruments of transfer endorsed in blank for each of the following entities (in each case, to the extent such entity ownership is evidenced by a certificate):

- (a) AmSafe Aviation (Chongqing) Limited;
- (b) AmSafe Bridport (Private) Limited;
- (c) AmSafe Bridport (Kunshan) Co., Ltd.;
- (d) AmSafe Commercial Products (Kunshan) Co. Ltd.;
- (e) Bridport Limited; and
- (f) Kunshan AmSafe Commercial Products Co., Ltd.

3. Within forty-five (45) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), each Loan Party shall enter into a deposit account control agreement in form and substance reasonably satisfactory to the Agent for the benefit of the Secured Parties with respect to any open deposit accounts, subject to Section 4.04(b) of the Guarantee and Collateral Agreement.

4. Within ninety (90) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), the Agent shall have received, all in form and substance reasonably satisfactory to the Agent, (i) amendments or restatements of each Mortgage (the "Mortgage Amendments"), (ii) a favorable opinion of local counsel of the Borrower that, among other matters, affirms that the Mortgage Amendments are effective and enforceable and

(iii) title policies or date down endorsements to existing title policies with respect to each Mortgaged Property for which a Mortgage Amendment is provided, together with such other documents, instruments, affidavits and agreements as Agent shall reasonably require to further secure or perfect the lien and security interest of the agent in the Mortgaged Property.

5. Within ten (10) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), the Agent shall have received evidence of the insurance policies of the Company and its Subsidiaries, and the Loan Parties shall cause the Agent to be listed as a loss payee on property and casualty policies of the Company and its Subsidiaries covering loss or damage to Collateral and as an additional insured liability policies of the Company and its subsidiaries, in each case in accordance with Section 5.10.

6. Within forty-five (45) days after the Tranche B-2 Effective Date (or such later date that the Agent in its reasonable discretion may permit), the Agent shall have received evidence that the Company and its Subsidiaries have made all necessary filings with the United States Patent and Trademark Office to ensure the each Grantor's Patents, Patent Licenses, Trademarks

**SOLVENCY CERTIFICATE  
TRANSDIGM GROUP INCORPORATED**

THIS SOLVENCY CERTIFICATE (this "**Certificate**") is delivered in connection with, and pursuant to Section 6(f) of, Amendment No. 1 and Incremental Term Loan Assumption Agreement dated as of February 15, 2012 (the "**Tranche B-2 Term Loan Assumption Agreement**"), relating to the Credit Agreement dated as of February 14, 2011 (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, the Lenders from time to time party thereto, and Credit Suisse AG, as Administrative Agent and Collateral Agent. Capitalized terms used herein and not defined shall have the meanings attributed to them in the Tranche B-2 Term Loan Assumption Agreement or the Credit Agreement, as applicable.

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 Merger and other Tranche B-2 Transactions contemplated to occur on the Tranche B-2 Effective Date and further certifies as follows.

1. The undersigned, Gregory Rufus, 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' financial affairs. The undersigned is familiar with Holdings' and its Subsidiaries' financial and accounting matters and the terms and conditions of the financings proposed to be arranged pursuant to the Tranche B-2 Term Loan Assumption Agreement and the Merger and the other Tranche B-2 Transactions proposed to be consummated on the Tranche B-2 Effective 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 Merger and other Tranche B-2 Transactions contemplated to occur on the Tranche B-2 Effective 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 Tranche B-2 Term Lenders and the Agent are relying upon the foregoing statements in this Certificate in connection with the consummation of the Merger and the other Tranche B-2 Transactions.

Executed as of February 15, 2012.

/s/ Gregory Rufus

Name: Gregory Rufus

Title: Chief Financial Officer



INCREMENTAL REVOLVING CREDIT ASSUMPTION AGREEMENT dated as of February 15, 2012 (this "Agreement"), relating to the CREDIT AGREEMENT dated as of December 6, 2010 (as amended by Amendment No. 1 dated as of March 25, 2011, 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, the Lenders party thereto, and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent").

A. The Borrower has requested that the Persons set forth on Schedule 1 hereto (the "Incremental Revolving Credit Lenders") provide Incremental Revolving Credit Commitments (the "Incremental Revolving Credit Commitments") to the Borrower in an aggregate amount of \$65,000,000.

B. The Incremental Revolving Credit Lenders are willing to provide the Incremental Revolving Credit Commitments to the Borrower on the terms and subject to the conditions set forth herein and in the Credit Agreement.

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

SECTION 1. Defined Terms. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of interpretation set forth in Section 1.03 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

SECTION 2. Incremental Revolving Credit Commitments. (a) Schedule 1 hereto sets forth the Incremental Revolving Credit Commitment of each Incremental Revolving Credit Lender as of the Effective Date (as defined below). The Incremental Revolving Credit Commitment of each Incremental Revolving Credit Lender shall be several and not joint.

(b) The Incremental Revolving Credit Commitments and the Incremental Revolving Loans and other extensions of credit made thereunder shall have the terms applicable to the Revolving Credit Commitments and the Revolving Loans and other extensions of credit made thereunder, respectively. With effect from the Effective Date, the Incremental Revolving Credit Lenders shall constitute "Incremental Revolving Credit Lenders", "Revolving Credit Lenders" and "Lenders", the Incremental Revolving Credit Commitments shall constitute "Incremental Revolving Credit Commitments" and "Revolving Credit Commitments" and the loans made thereunder shall constitute "Incremental Revolving Loans" and "Revolving Loans", in each case for all purposes of the Credit Agreement and the other Loan Documents.

(c) (i) Upon the effectiveness of the Incremental Revolving Credit Commitments, each Revolving Credit Lender immediately prior to such effectiveness will automatically and without further act be deemed to have assigned to each Incremental Revolving Credit Lender, and each such Incremental Revolving Credit

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

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, each Loan Party hereby represents and warrants to the Agent and each of the Incremental Revolving Credit Lenders that:

(a) This Agreement and the transactions contemplated hereby are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder action of such Loan Party. This Agreement has been duly executed and delivered by each Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity.

(b) At the time of and immediately after giving effect to this Agreement and the transactions contemplated hereby, (i) the representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Effective Date as though made on and as of the Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that are already modified or qualified by materiality in the text thereof and (ii) no Event of Default or Default has occurred and is continuing.

SECTION 4. Conditions to Effectiveness. The effectiveness of this Agreement and the obligations of the Incremental Revolving Credit Lenders to provide the Incremental Revolving Credit Commitments are subject to the satisfaction or waiver of the following conditions precedent (the date on which all such conditions are satisfied or waived, the "Effective Date"):

(a) The Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Agent shall have received legal opinions, board resolutions and other closing certificates consistent with those delivered on the Closing Date.

(c) The Incremental Revolving Credit Lenders and the Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable documented fees and expenses of legal counsel), on or before the Effective Date.

(d) The representations and warranties set forth in Section 3 shall be true and correct, and the Agent shall have received a certificate to that effect dated as of the Effective Date and executed by a Financial Officer of the Borrower.

(e) The Borrower shall be in Pro Forma Compliance with the covenants set forth in Section 6.14 of the Credit Agreement, the Consolidated Secured Debt Ratio shall be no greater than 4.00 to 1.00, and the Agent shall have received a certificate to that effect (containing reasonably detailed calculations thereof) dated as of the Effective Date and executed by a Financial Officer of the Borrower.

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

SECTION 5. Consent and Reaffirmation. Each of the Borrower and each other Loan Party hereby (a) consents to this Agreement and the transactions contemplated hereby, (b) agrees that, notwithstanding the effectiveness of this Agreement, the Guarantee and Collateral Agreement and each of the other Collateral Documents continue to be in full force and effect, (c) affirms and confirms its guarantee (in the case of a Guarantor) of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Loan Documents, and (d) acknowledges and agrees that such guarantee, pledge and/or grant continues in full force and effect in respect of, and to secure, the Obligations under the Credit Agreement and the other Loan Documents, including the Incremental Revolving Credit Commitments and the extensions of credit thereunder.

SECTION 6. Loan Documents. This Agreement shall constitute a "Loan Document" and an "Incremental Revolving Credit Assumption Agreement", in each case for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers or representatives as of the day and year first above written.

TRANSDIGM INC.

by

/s/ Gregory Rufus

Name: Gregory Rufus  
Title: Executive Vice President, Chief  
Financial Officer and Secretary

TRANSDIGM GROUP INCORPORATED

by

/s/ Gregory Rufus

Name: Gregory Rufus  
Title: Executive Vice President, Chief  
Financial Officer and Secretary

MARATHONNORCO AEROSPACE, INC.  
ADAMS RITE AEROSPACE, INC.  
CHAMPION AEROSPACE LLC  
AVIONIC INSTRUMENTS LLC  
SKURKA AEROSPACE INC.  
AEROCONTROLEX GROUP, INC.  
AVIATION TECHNOLOGIES, INC.  
TRANSICOIL LLC  
MALAYSIAN AEROSPACE SERVICES, INC.  
BRUCE AEROSPACE INC.  
CEF INDUSTRIES, LLC  
ACME AEROSPACE, INC.  
SEMCO INSTRUMENTS, INC.  
DUKES AEROSPACE, INC.  
AIRCRAFT PARTS CORPORATION  
CDA INTERCORP LLC  
AVTECH CORPORATION  
BRUCE INDUSTRIES, INC.  
MCKECHNIE AEROSPACE HOLDINGS, INC.  
MCKECHNIE AEROSPACE DE, INC.  
MCKECHNIE AEROSPACE US LLC  
MCKECHNIE AEROSPACE INVESTMENTS, INC.  
HARTWELL CORPORATION  
WESTERN SKY INDUSTRIES, LLC  
TEXAS ROTRONICS, INC.  
HARCO LABORATORIES, INCORPORATED

SCHNELLER HOLDINGS LLC  
SCHNELLER INTERNATIONAL SALES CORP.  
SCHNELLER LLC

by

/s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent and Lender,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

CIT BANK

by

/s/ Dan Burnett

Name: Dan Burnett

Title: Director

RBS CITIZENS, N.A.

by

/s/ Joshua Botnick

Name: Joshua Botnick

Title: Vice President

ROYAL BANK OF CANADA

by

/s/ Richard C. Smith

Name: Richards C. Smith

Title: Authorized Signatory

SUMITOMO MITSUI BANKING CORPORATION

by

/s/ Shuji Yabe

Name: Shuji Yabe

Title: Managing Director

**Revolving Commitments**

<u>Incremental Revolving Credit Lender</u>		<u>Incremental Revolving Credit Commitment</u>
Royal Bank of Canada	\$	35,000,000
RBS Citizens, N.A.	\$	15,000,000
Credit Suisse AG, Cayman Islands Branch	\$	5,500,000
Sumitomo Mitsui Banking Corporation	\$	5,000,000
CIT Bank	\$	4,500,000
<b>TOTAL</b>	<b>\$</b>	<b>65,000,000</b>



## JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of February 15, 2012, is entered into among each of the undersigned (each, a "New Subsidiary" and collectively, the "New Subsidiaries"), and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of February 14, 2011, as amended by the Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Each New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. Each New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, it will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, each New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, each New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. Each New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by such New Subsidiary upon the execution of this Agreement by such New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

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.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as  
Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

## JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of February 15, 2012, is entered into among each of the undersigned (each, a "New Subsidiary" and collectively, the "New Subsidiaries") and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1 as of March 25, 2011 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

Each New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. Each New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, it will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, each New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, each New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. Each New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by such New Subsidiary upon the execution of this Agreement by such New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

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.

By: /s/ Gregory Rufus  
Name: Gregory Rufus  
Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent

by /s/ Robert Hetu

Name: Robert Hetu  
Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew  
Title: Associate



SUPPLEMENT NO. 3 dated as of February 15, 2012 (this "Supplement") to the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, and as further amended and restated as of February 14, 2011 (as amended and supplemented from time to time, the "Guarantee and Collateral Agreement"), among TRANSDIGM INC., a Delaware corporation (the "Borrower"), TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), each subsidiary of the Borrower from time to time party thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and CREDIT SUISSE AG, as collateral agent for the Secured Parties and as administrative agent under each of the 2010 Credit Agreement and the 2011 Credit Agreement (each as defined below) (in such capacities, the "Agent").

A. Reference is made to (a) the Credit Agreement dated as of December 6, 2010, as amended by Amendment No. 1 dated as of March 25, 2011 (as amended, supplemented or otherwise modified from time to time, the "2010 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 (the "2010 Lenders") and the Agent and (b) the Credit Agreement dated as of February 14, 2011, as amended by the Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "2011 Credit Agreement" and, together with the 2010 Credit Agreement, the "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 (the "2011 Lenders" and, together with the 2010 Lenders, the "Lenders") and the Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the 2010 Credit Agreement, the 2011 Credit Agreement or the Guarantee and Collateral Agreement, as the context may require.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the 2010 Issuing Banks to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Domestic Subsidiaries of the Loan Parties may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries (collectively, the "New Subsidiaries" and each, a "New Subsidiary") are executing this Supplement in accordance with the requirements of the applicable Credit Agreement to become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the 2010 Issuing Banks to issue additional Letters of Credit, and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Agent and each New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, each New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor, and each New Subsidiary

hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof (except for any representation or warranty that is limited by its terms to an earlier specified date). In furtherance of the foregoing, each New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of such New Subsidiary. Each reference to a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include such New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiaries and the Agent. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of each location where any Collateral of such New Subsidiary is stored or otherwise located, set forth on Schedule II is a true and correct schedule of the Pledged Collateral of such New Subsidiary and set forth on Schedule III is a true and correct schedule of the Intellectual Property of such New Subsidiary, and (b) set forth under its signature hereto, is the true and correct legal name of such New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood

that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Subsidiaries shall be given to it at the address set forth under its signature below.

SECTION 9. Each New Subsidiary agrees to reimburse the Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Agent.

IN WITNESS WHEREOF, the New Subsidiaries and the Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

AMSAFE GLOBAL HOLDINGS, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: AMSAFE GLOBAL HOLDINGS, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

AP GLOBAL HOLDINGS, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: AP GLOBAL HOLDINGS, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]

AP GLOBAL ACQUISITION CORP.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: AP GLOBAL ACQUISITION CORP.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

AMSAFE INDUSTRIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: AMSAFE INDUSTRIES, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

BRIDPORT HOLDINGS, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: BRIDPORT HOLDINGS, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]

AMSAFE, INC.

By: /s/ Gregory Rufus  
Name: Gregory Rufus  
Title: Treasurer and Secretary  
Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043  
Legal Name: AMSAFE, INC.  
Jurisdiction of Formation: Delaware  
Location of Chief Executive Office:  
1043 N. 47th Avenue  
Phoenix, AZ 85043

AMSAFE AVIATION, INC.

By: /s/ Gregory Rufus  
Name: Gregory Rufus  
Title: Treasurer and Secretary  
Address: 100 Hudson Industrial Drive  
Griffin, GA 30224  
Legal Name: AMSAFE AVIATION, INC.  
Jurisdiction of Formation: Georgia  
Location of Chief Executive Office:  
100 Hudson Industrial Drive  
Griffin, GA 30224

AMSAFE BRIDPORT, INC.

By: /s/ Gregory Rufus  
Name: Gregory Rufus  
Title: Treasurer and Secretary  
Address: 68 New Hampshire Avenue  
Portsmouth, NH 03801  
Legal Name: AMSAFE BRIDPORT, INC.  
Jurisdiction of Formation: Georgia  
Location of Chief Executive Office:  
68 New Hampshire Avenue  
Portsmouth, NH 03801

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]

AMSAFE COMMERCIAL PRODUCTS, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 22937 Gallatin Way  
Elkhart, IN 46514

Legal Name: AMSAFE COMMERCIAL PRODUCTS,  
INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:  
22937 Gallatin Way  
Elkhart, IN 46514

BRIDPORT-AIR CARRIER, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: BRIDPORT-AIR CARRIER, INC.

Jurisdiction of Formation: Washington

Location of Chief Executive Office:  
1043 N. 47th Avenue  
Phoenix, AZ 85043

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1317 W. 12th Street  
Erie, PA 16501

Legal Name: BRIDPORT ERIE AVIATION, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1317 W. 12th Street  
Erie, PA 16501

AMSAFE – C SAFE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address: 1043 N. 47th Avenue  
Phoenix, AZ 85043

Legal Name: AMSAFE – C SAFE, INC.

Jurisdiction of Formation: Delaware

Location of Chief Executive Office:

1043 N. 47th Avenue  
Phoenix, AZ 85043

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]



CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO THE GUARANTEE AND COLLATERAL AGREEMENT]

LOCATION OF COLLATERAL

1. 1043 North 47th Ave., Phoenix, Arizona 85043
2. 68 New Hampshire Avenue, Portsmouth, New Hampshire 03801
3. 100 Hudson Industrial Drive, Griffin, Georgia 30224
4. 22937 Gallatin Way, Elkhart, Indiana 46514
5. 2220 E. Cerritos Avenue, Anaheim, California, 92806
6. Building 1122, Phoenix-Mesa Gateway Airport, Mesa, Arizona
7. 1819 Central Avenue South, Kent, Washington, 98302
8. 1317 West 12th St., Erie, Pennsylvania 16501

Pledged Securities of the New Subsidiaries

CAPITAL STOCK

<u>Issuer</u>	<u>Type of Stock</u>	<u>Number of Shares Authorized</u>	<u>Number of Shares Outstanding</u>	<u>Shares Owned By:</u>	<u>Number and Class of Shared Pledged:</u>	<u>% of Equity Interest Pledged:</u>
AmSafe Aviation, Inc.	Common	1,000	50	AmSafe, Inc.	50 common	100%
AmSafe Aviation (Chongqing) Limited	Common	150,000	N/A	AmSafe, Inc.	N/A	65%
AmSafe Bridport (Private) Limited	Common	50,000	2	AmSafe, Inc. (50%) Bridport-Air Carrier, Inc. (50%)	0.65 common 0.65 common	65%
AmSafe Bridport (Kunshan) Co., Ltd.	N/A	N/A	N/A	Bridport-Air Carrier, Inc.	N/A	65%
AmSafe Bridport, Inc.	Common	1,000	1,000	AmSafe, Inc.	1,000 common	100%
AmSafe Commercial Products (Kunshan) Co. Ltd.	N/A	N/A	N/A	AmSafe Commercial Products, Inc.	N/A	65%
AmSafe Commercial Products, Inc.	Common	1,000	1,000	AmSafe, Inc.	1,000 common	100%
AmSafe, Inc.	Common	1,000	1,000	AmSafe Industries, Inc.	1,000 common	100%
Bridport Erie Aviation, Inc.	Common Series A Common Series B	800 200	800 200	Bridport-Air Carrier, Inc. Bridport-Air Carrier, Inc.	1,000 common	100%
Bridport	Common	1,000	1,000	AmSafe	1,000	100%

<u>Issuer</u>	<u>Type of Stock</u>	<u>Number of Shares Authorized</u>	<u>Number of Shares Outstanding</u>	<u>Shares Owned By:</u>	<u>Number and Class of Shared Pledged:</u>	<u>% of Equity Interest Pledged:</u>
Holdings, Inc.				Industries, Inc.	common	
Bridport Limited	Ordinary	30,000,000	23,319,587	Bridport Holdings, Inc.	15,157,731 ordinary shares	65%
Bridport-Air Carrier, Inc.	Preferred	5,000,000	0	None	200,100	100%
	Common	10,000,000	200,100	AmSafe, Inc.	common	
Kunshan AmSafe Commercial Products Co., Ltd.	N/A	N/A	N/A	AmSafe Commercial Products, Inc. (100%)	N/A	65%
Precision Weaving, Inc.	Common	1,000	1,000	AmSafe, Inc.	1,000 common	100%
AP Global Holdings, Inc.	Common	1,000	100	AmSafe Global Holdings, Inc.	100 common	100%
AP Global Acquisition Corp.	Common	1,000	100	AP Global Holdings, Inc.	100 common	100%
AmSafe Industries, Inc.	Common	1000	100	AP Global Acquisition Corp.	100 common	100%
AmSafe – C Safe, Inc.	Common	1000	1,000	Bridport – Air Carrier, Inc.	1,000 common	100%
AmSafe Global Services (Private) Limited	Ordinary Shares	55,000	55,000	AmSafe, Inc.	35,750 ordinary shares	65%

#### DEBT SECURITIES

Amended and Restated Intercompany Note, dated as of February 9, 2011, made by each of the payors listed on the signature pages thereto in favor of the Payees (as defined therein), as amended, restated, supplemented or otherwise modified from time to time.

INTELLECTUAL PROPERTY  
PATENTS

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
Australia	11080/2008 03/04/2008	Buckle Assembly	320021 06/17/2008	03/04/2018	AmSafe, Inc.
Australia	11892/2008 04/22/2008	Buckle Assembly	320700 08/08/2008	04/22/2018	AmSafe, Inc.
Canada	125037 03/04/2008	Buckle Assembly	125037 02/27/2009	02/27/2019	AmSafe, Inc.
Canada	125038 03/05/2008	Buckle Assembly	125038 02/27/2009	02/27/2019	AmSafe, Inc.
China	200830121707.3 05/06/2008	Buckle Assembly	200830121707.3 06/03/2009	05/06/2018	AmSafe, Inc.
European Community	000890462-0001, -0002 03/04/2008	Buckle Assembly	000890462-0001, -0002 03/04/2008	03/04/2033	AmSafe, Inc.
Europe	06772609.1 06/08/2006	Buckle Assembly having Single Release for Multiple Belt Connectors	NA Application Pending	NA Application Pending	AmSafe, Inc.
Japan	2008-005447 03/05/2008	Buckle Assembly	1339383 08/08/2008	08/08/2028	AmSafe, Inc.
Japan	2008-011460 05/07/2008	Buckle Assembly	1358516 04/03/2009	04/03/2029	AmSafe, Inc.
United States	11/148,914 06/09/2005	Buckle Assembly having Single Release for Multiple Belt Connectors	7,263,750 09/04/2007	06/09/2025	AmSafe, Inc.
United States	11/844,709 08/24/2007	Buckle Assembly having Single Release for Multiple Belt Connectors	7,614,124 11/10/2009	06/09/2025	AmSafe, Inc.
United States	08/861,882 05/20/1997	Device for Prevention of Slap-Back Lock of Inertia Reel	5,794,878 08/18/1998	05/20/2017	Am-Safe, Inc.
United States	29/284,338 09/05/2007	Buckle Assembly	D578,931 10/21/2008	10/21/2022	AmSafe, Inc.
United States	12/563,294 09/21/2009	Buckle Assembly having Single Release for Multiple Belt Connectors	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	12/027,985 02/07/2008	Occupant Restraint Systems for Use in Military Land Vehicles and Other Vehicles	NA Application Pending	NA Application Pending	AmSafe, Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United States	12/711,235 02/23/2010	Seat Harness Pretensioner	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/109,967 05/17/2011	Seat Harness Pretensioner	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	12/569,522 09/29/2009	Tensioning Apparatuses for Personal Restraint Systems and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/097,862 04/29/2011 Not yet published	Buckle Assemblies with Swivel and Dual Release Features and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/187,265 07/20/2011	Restraint Harness and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe, Inc.
Canada	139699 03/15/2011	Buckle Assembly	139699 10/24/2011	10/24/2021	AmSafe Commercial Products, Inc.
Canada	139700 03/15/2011	Buckle Assembly	139700 10/24/2011	10/24/2021	AmSafe Commercial Products, Inc.
Canada	2,719,360 03/31/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
Canada	2,757,428 06/16/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
Canada	2,719,846 11/02/2010	Devices for Adjusting Tension in Seatbelts and Other Restraint System Webs and Associated Methods	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
European Community	001286207-0002 07/21/2011	Latch Assembly	001286207-0002 07/21/2011	07/21/2036	AmSafe Commercial Products, Inc.
European Community	001286207-0001 07/21/2011	Latch Assembly	001286207-0002 07/21/2011	07/21/2036	AmSafe Commercial Products, Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
European Community	001268361-0001 03/15/2011	Buckle Assembly	001268361-0001 03/15/2011	03/15/2036	AmSafe Commercial Products, Inc.
European Community	001268361-0002 03/15/2011	Buckle Assembly	001268361-0002 03/15/2011	03/15/2036	AmSafe Commercial Products, Inc.
European Community	001268361-0003 03/15/2011	Buckle Assembly	001268361-0003 03/15/2011	03/15/2036	AmSafe Commercial Products, Inc.
Europe	09726854.4 03/31/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
Europe	09842837.8 06/16/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2011/032339 04/13/2011	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2010/055475 11/04/2010	Restraint System Buckle Components Having Tactile Surfaces, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2011/051783 09/15/2011 Not yet published	Magnetic Buckle Assemblies and Associated Methods of Use with Child Seats and Other Restraint Systems	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2011/051800 09/15/2011 Not yet published	Semi-Rigid Belt Systems for Use with Child Seats and Other Occupant Restraint Systems	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2011/051828 09/15/2011 Not yet published	Occupant Restraint Systems Having Tensioning Devices, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
PCT	US2011/051846 09/15/2011 Not yet published	Occupant Restraint System Components Having Status Indicators and/or Media Interfaces, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United States	10/816,013 04/01/2004	Multi-Point Buckle for Restraint System	7,520,036 04/21/2009	04/01/2025	AmSafe Commercial Products, Inc.
United States	11/403,972 04/13/2006	Child Travel Restraint System	7,464,989 12/16/2008	04/25/2026	AmSafe Commercial Products
United States	11/383,019 05/12/2006	Web Adjuster and Harness for Child Restraint Seat	7,343,650 03/18/2008	04/12/2024	AmSafe Commercial Products, Inc.
United States	10/832,193 04/26/2004	Adjuster for Adjustable Restraint Strap	7,404,239 07/29/2008	06/10/2025	AmSafe Commercial Products, Inc.
United States	29/197,618 01/16/2004	Buckle with Slide Button	D519,406 04/25/2006	04/25/2020	AmSafe Commercial Products, Inc.
United States	29/199,301 02/12/2004	Hook with Rounded End	D499,007 11/30/2004	11/30/2018	AmSafe Commercial Products, Inc.
United States	10/794,554 03/05/2004	Buckle and Frame for Restraint to a Harsh Environment	7,093,331 08/22/2006	03/05/2024	AmSafe Commercial Products, Inc.
United States	12/060,095 03/31/2008	Multi-Pivot Latch Assemblies	7,918,001 04/05/2011	11/01/2029	AmSafe Commercial Products, Inc.
United States	29/385,173 02/09/2011	Latch Assembly	D649,432 11/29/2011	11/29/2025	AmSafe Commercial Products, Inc.
United States	29/385,342 02/11/2011	Latch Assembly	D649,433 11/29/2011	11/29/2025	AmSafe Commercial Products, Inc.
United States	12/415,906 03/31/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	12/485,778 06/16/2009	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.



Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United States	12/775,268 05/06/2010	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	13/028,070 02/15/2011	Multi-Pivot Latch Assemblies	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	12/943,811 11/10/2010	Buckle Assemblies for Personal Restraint Systems and Associated methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	12/756,143 04/07/2010	Child Safety Seat Attachment Belt Retractor System	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	12/917,898 11/02/2010	Devices for Adjusting Tension in Seatbelts and Other Restraint System Webs and Associated Methods	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	12/939,809 11/04/2010	Restraint System Buckle Components Having Tactile Surfaces, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	13/233,835 09/15/2011 Not yet published	Magnetic Buckle Assemblies and Associated Methods of Use with Child Seats and Other Restraint Systems	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	13/234,074 09/15/2011 Not yet published	Occupant Restraint Systems Having Tensioning Devices, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	13/234,106 09/15/2011 Not yet published	Occupant Restraint System Components Having Status Indicators and/or Media Interfaces, and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	29/369,965 09/15/2011 Not yet published	Buckle Assembly	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	29/369,967 09/15/2010 Not yet published	Buckle Assembly	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United States	61/473,070 04/07/2011 Not published	Personal Restraint Systems for Use in Recreational Utility Vehicles and Other Vehicles	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
United States	61/514,743 08/03/2011 Not published	Seatbelt Retractors and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe Commercial Products, Inc.
Australia	92315/98 09/16/1998	Vehicle Safety System	746194 08/01/2002	09/16/2018	Am-Safe Incorporated
Australia	10023/02 09/16/1998	Vehicle Safety System	758626 07/10/2003	09/16/2018	Am-Safe Incorporated
Australia	2004276276 09/23/2004	Vehicle Safety System	2004276276 07/28/2011	09/23/2024	AmSafe, Inc.
Brazil	PI9809067-4 09/16/1998	Vehicle Safety System	PI9809067-4 06/21/2005	09/16/2018	Am-Safe Incorporated
Canada	2,286,726 09/16/1998	Vehicle Safety System	2286726 04/25/2004	09/16/2018	Am-Safe Incorporated
Canada	2,537,892 09/23/2004	Vehicle Safety System	2,537,892 09/13/2011	09/23/2024	AmSafe, Inc.
China	98803835.8 09/18/1998	Vehicle Safety System	ZL98803835.8 11/13/2002	09/16/2018	AM-Safe Inc.
China	200480027744.7 09/23/2004	Inflatable Lap Belt Safety Bag	NA Application Pending	NA Application Pending	AmSafe, Inc.
Europe	01918566.9 03/11/2001	Airbag Buckle Assembly	NA Application Pending	NA Application Pending	AM-Safe, Inc.
Europe	98944873.3 09/16/1998	Vehicle Safety System	NA Application Pending	NA Application Pending	AmSafe, Incorporated
Europe	08745248.8 04/07/2008	Inflatable Personal Restraint Systems Having Web-Mounted Inflators and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe, Inc
France	04788918.3 09/23/2004	Inflatable Lap Belt Safety Bag	EP1663731 05/13/2009	09/23/2024	AmSafe, Inc.
France	01924142.1 03/12/2001	Self-Centering Airbag and Method for Manufacturing and Tuning the Same	EP1276644 01/03/2007	03/12/2021	AM-Safe, Inc.
France	01920335.5 03/13/2001	Aircraft Seat Structure	EP1363803 02/21/2007	03/13/2021	Am-Safe, Inc.
France	02757651.1 09/09/2002	Vehicle Restraint System	EP1436174 03/04/2009	09/09/2022	AM-Safe, Commercial Products Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
Germany	112004001786.6 09/23/2004	Inflatable Lap Belt Safety Bag	EP1663731 01/03/2007	09/23/2024	AmSafe, Inc.
Germany	01924142.1 03/12/2001	Self-Centering Airbag and Method for Manufacturing and Tuning the Same	EP1276644 01/03/2007	03/12/2021	AM-Safe, Inc.
Germany	01920335.5 03/13/2001	Aircraft Seat Structure	EP1363803 02/21/2007	03/13/2021	Am-Safe, Inc.
Germany	02757651.1 09/09/2002	Vehicle Restraint System	EP1436174 03/04/2009	09/09/2022	AmSafe Commercial Products, Inc.
Hong Kong	01101730.2 03/12/2001	Vehicle Safety System	1030912 07/18/2003	09/16/2018	Am-Safe Incorporated
Hong Kong	06113347.7 12/05/2006	Inflatable Lap Belt Safety Bag	1092769 06/22/2007	09/23/2024	AM SAFE, INC
Israel	131218 09/16/1998	Vehicle Safety System	131218 10/27/2002	09/16/2018	Am-Safe Incorporated
Israel	174093 09/23/2004	Inflatable Lap Belt Safety Bag	174093 05/01/2011	09/23/2024	AmSafe, Inc.
Italy	04788918.3 09/23/2004	Inflatable Lap Belt Safety Bag	1663731 05/13/2009	09/23/2024	AmSafe, Inc.
Korea	7001347/2000 09/16/1998	Vehicle Safety System	582508 05/16/2006	09/16/2018	Am-Safe Incorporated
Mexico	998694 09/16/1998	Vehicle Safety System	230388 09/06/2005	09/16/2018	Am-Safe Incorporated
Mexico	2006/003203 09/23/2004	Inflatable Lap Belt Safety Bag	NA Application Pending	NA Application Pending	AmSafe, Inc.
PCT	US2011/048987 08/24/2011 Not yet published	Inflator Connectors for Inflatable Personal Restraints and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
PCT	US2011/056776 10/18/2011 Not yet published	Buckle Connectors for Inflatable Personal Restraints and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe, Inc.
PCT	US2011/043255 07/07/2011 Not yet published	Stitch Patterns for Restraint-Mounted Airbags and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
Russian Federation	99122022 09/16/1998	Vehicle Passenger Safety System	2204496 05/20/2003	09/16/2018	Am-Safe Incorporated
Singapore	200601814-7 09/23/2004	Inflatable Lap Belt Safety Bag	120611 05/30/2007	09/23/2024	AMSAFE, INC.
South Africa	2006/01930 09/23/2004	Inflatable Lap Belt Safety Bag	2006/01930 04/25/2007	09/23/2024	AmSafe, Inc.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United Kingdom	0606780.5 09/23/2004	Inflatable Lap Belt Safety Bag	2421482 11/29/2006	09/23/2024	AmSafe, Inc.
United Kingdom	01924142.1 03/12/2001	Self-Centering Airbag and Method for Manufacturing and Tuning the Same	EP1276644 01/03/2007	03/12/2021	Am-Safe, Inc.
United Kingdom	01920335.5 03/13/2001	Aircraft Seat Structure	EP1363803 02/21/2007	03/13/2021	Am-Safe, Inc.
United Kingdom	02757651.1 09/09/2002	Vehicle Restraint System	EP1436174 03/04/2009	09/09/2022	AM-Safe, Inc.
United States	09/524,191 03/13/2000	Airbag Buckle Assembly	6,442,807 09/03/2002	03/13/2020	AM-SAFE, INC.
United States	09/143,756 08/31/1998	Vehicle Safety System	5,984,350 11/16/1999	03/10/2018	AM-SAFE, INCORPORATED
United States	10/672,606 09/26/2003	Inflatable Lap Belt Safety Bag	6,957,828 10/25/2005	03/10/2024	AMSAFE, INC.
United States	09/523,874 03/13/2000	Self Centering Airbag and Method for Manufacturing the Same	6,439,600 08/27/2002	03/13/2020	AM-SAFE, INC.
United States	09/778,498 02/07/2001	Aircraft Seat Structure	6,505,890 01/14/2003	02/07/2021	AM-SAFE, INC.
United States	09/950,098 09/10/2001	Vehicle Restraint System	6,505,854 01/14/2003	09/10/2021	AmSafe Commercial Products, Inc.
United States	09/523,875 03/13/2000	Air Bag Having Excessive External Magnetic Field Protection Circuitry	6,535,115 03/18/2003	03/13/2020	AMSAFE, INC.
United States	09/524,370 03/14/2000	Multiple Inflator Safety Cushion	6,217,066 04/17/2001	03/14/2020	AM-SAFE, INCORPORATED
United States	10/705,179 11/11/2003	Stackable Child Restraint for Aircraft	7,011,368 03/14/2006	11/11/2023	Am-Safe Aviation
United States	12/057,295 03/27/2008	Inflatable Personal Restraint Systems and Associated Methods of Use and Manufacture	7,665,761 02/23/2010	03/27/2028	AMSAFE, INC.
United States	12/267,430 11/07/2008	Buckles for Inflatable Personal Restraint Systems and Associated Systems and Methods	7,904,997 03/15/2011	08/26/2029	AMSAFE, INC.
United States	12/051,768 03/19/2008	Inflatable Personal Restraint Systems Having Web-Mounted Inflators and Associated Methods of Use and Manufacture	7,980,590 07/19/2011	04/02/2029	AMSAFE, INC.

Country	Application No. Filing Date	Title	Patent No. Issue Date	Expiration Date	Owner
United States	61/516,681 04/05/2011 Not published	Airbag System with Wireless Diagnostics	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	61/533,105 09/09/2011 Not published	Electronic Module Assembly for Inflatable Personal Restraint System and Associated Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/170,079 06/27/2011 Not yet published	Sensors for Detecting Rapid Deceleration/Acceleration Events	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/194,411 07/29/2011 Not yet published	Inflator Connectors for Inflatable Personal Restraints and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/227,392 09/07/2011 Not yet published	Buckle Connectors for Inflatable Personal Restraints and Associated Methods of Use and Manufacture	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/086,134 04/13/2011 <b>Not yet published</b>	Stitch Patterns for Restraint-Mounted Airbags and Associated Systems and Methods	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/227,382 09/07/2011 <b>Not yet published</b>	Activation Systems for Inflatable Personal Restraint Systems	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/174,659 06/30/2011 <b>Not yet published</b>	Inflatable Personal Restraint Systems	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/228,333 09/08/2011 <b>Not yet published</b>	Computer System for Remote Testing of Inflatable Personal Restraint Systems	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	29/392,028 05/16/2011 <b>Not yet published</b>	Connector for a Seatbelt Bag	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	29/389,408 04/11/2011 <b>Not yet published</b>	Buckle Assembly	NA Application Pending	NA Application Pending	AmSafe, Inc.
United States	13/228,362 09/08/2011 <b>Not yet published</b>	Computer System and Graphical Use Interface for Testing of Inflatable Personal Restraint Systems	NA Application Pending	NA Application Pending	AmSafe, Inc.

<b>Country</b>	<b>Application No. Filing Date</b>	<b>Title</b>	<b>Patent No. Issue Date</b>	<b>Expiration Date</b>	<b>Owner</b>
United States	09/643,868 08/23/2000	Vehicle Passenger Safety Devices	6,402,251 06/11/2002	08/23/2020	AmSafe, Inc.
United States	10/096,914 03/14/2002	Vehicle Passenger Safety Devices	6,616,242 09/09/2003	08/23/2020	AmSafe, Inc.
United States	10/986,656 11/12/2004	Vehicle Passenger Safety Devices	7,021,719 04/04/2006	08/23/2020	AmSafe, Inc.
United States	11/344,153 02/01/2006	Vehicle Passenger Safety Devices	7,140,692 11/28/2006	08/23/2020	AmSafe, Inc.

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Number</u>	<u>Owner</u>
AMSAFE	U.S.	3618970	AMSAFE, INC.
AMSAFE	European Community	2507168	Am-Safe, Incorporated
AMSAFE (and design)	U.S.	2740758	AMSAFE, INC.
AMSAFE (Stylized)	European Community	2507184	Am-Safe, Incorporated
AMSAFE (Stylized)	U.S.	2798629	AMSAFE, INC.
TEARDROP BUCKLE CONFIGURATION DESIGN	U.S.	2880669	AMSAFE, INC.
TEARDROP BUCKLE CONFIGURATION DESIGN	European Community	Application # 002579696	Am-Safe, Incorporated
AAIR	U.S.	2742840	AMSAFE, INC.
AAIR Design	U.S.	3048341	AMSAFE, INC.
AAIR—AM-SAFE AVIATION INFLATABLE RESTRAINT	U.S.	2672741	AMSAFE, INC.
AMSAFE BRIDPORT	U.S.	3626306	AMSAFE, INC.
CARES	U.S.	3409726	AMSAFE, INC.
CARES KIDS FLY SAFE and design	U.S.	3413419	AMSAFE, INC.
QUICKZIP	U.S.	3264334	AMSAFE, INC.
THE BEST SEAT IN THE AIR	U.S.	85488786	AMSAFE, INC.
THE BEST SEAT IN THE SKY	U.S.	85488790	AMSAFE, INC.
AMSAFE	China	5152276	AmSafe, Inc.
AMSAFE (and design)	China	5152275	AmSafe, Inc.

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