

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

FORM 10-Q**

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
for the quarterly period ended June 30, 2018

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

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

Delaware
(State or other jurisdiction of incorporation or organization)

41-2101738
(I.R.S. Employer Identification No.)

1301 East 9th Street, Suite 3000, Cleveland, Ohio
(Address of principal executive offices)

44114
(Zip Code)

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

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

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

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

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

LARGE ACCELERATED FILER	<input checked="" type="checkbox"/>	ACCELERATED FILER	<input type="checkbox"/>
NON-ACCELERATED FILER	<input type="checkbox"/>	SMALLER REPORTING COMPANY	<input type="checkbox"/>
EMERGING GROWTH COMPANY	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of shares outstanding of TransDigm Group Incorporated's common stock, par value \$.01 per share, was 52,628,694 as of July 31, 2018.

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

	June 30, 2018	September 30, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,853,373	\$ 650,561
Trade accounts receivable - Net	658,168	636,127
Inventories - Net	815,251	730,681
Assets held-for-sale	—	77,500
Prepaid expenses and other	58,610	38,683
Total current assets	3,385,402	2,133,552
PROPERTY, PLANT AND EQUIPMENT - NET	380,475	324,924
GOODWILL	6,209,247	5,745,338
OTHER INTANGIBLE ASSETS - NET	1,715,074	1,717,862
OTHER	114,279	53,985
TOTAL ASSETS	\$ 11,804,477	\$ 9,975,661
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 75,793	\$ 69,454
Short-term borrowings - trade receivable securitization facility	299,956	299,587
Accounts payable	155,937	148,761
Accrued liabilities	285,484	335,888
Liabilities held-for-sale	—	17,304
Total current liabilities	817,170	870,994
LONG-TERM DEBT	12,516,010	11,393,620
DEFERRED INCOME TAXES	357,680	500,949
OTHER NON-CURRENT LIABILITIES	212,097	161,302
Total liabilities	13,902,957	12,926,865
STOCKHOLDERS' DEFICIT:		
Common stock - \$.01 par value; authorized 224,400,000 shares; issued 56,717,525 and 56,093,659 at June 30, 2018 and September 30, 2017, respectively	567	561
Additional paid-in capital	1,171,549	1,095,319
Accumulated deficit	(2,471,575)	(3,187,220)
Accumulated other comprehensive loss	(23,717)	(85,143)
Treasury stock, at cost; 4,161,326 and 4,159,207 shares at June 30, 2018 and September 30, 2017, respectively	(775,304)	(774,721)
Total stockholders' deficit	(2,098,480)	(2,951,204)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 11,804,477	\$ 9,975,661

See notes to condensed consolidated financial statements.

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
FOR THE THIRTEEN AND THIRTY-NINE WEEK PERIODS ENDED
JUNE 30, 2018 AND JULY 1, 2017
(Amounts in thousands, except per share amounts)
(Unaudited)

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
NET SALES	\$ 980,662	\$ 897,655	\$ 2,761,692	\$ 2,580,401
COST OF SALES	411,142	377,959	1,181,448	1,127,013
GROSS PROFIT	569,520	519,696	1,580,244	1,453,388
SELLING AND ADMINISTRATIVE EXPENSES	113,019	108,104	327,073	310,677
AMORTIZATION OF INTANGIBLE ASSETS	19,224	23,259	53,793	70,822
INCOME FROM OPERATIONS	437,277	388,333	1,199,378	1,071,889
INTEREST EXPENSE - NET	167,577	152,141	489,776	445,986
REFINANCING COSTS	4,159	345	5,910	35,936
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	265,541	235,847	703,692	589,967
INCOME TAX PROVISION	48,150	66,015	(27,550)	145,573
INCOME FROM CONTINUING OPERATIONS	217,391	169,832	731,242	444,394
LOSS FROM DISCONTINUED OPERATIONS, NET OF TAX	(145)	(779)	(2,943)	(965)
NET INCOME	\$ 217,246	\$ 169,053	\$ 728,299	\$ 443,429
NET INCOME APPLICABLE TO COMMON STOCK	\$ 217,246	\$ 169,053	\$ 672,151	\$ 347,458
Net earnings per share:				
Net earnings per share from continuing operations - basic and diluted	\$ 3.91	\$ 3.09	\$ 12.14	\$ 6.25
Net loss per share from discontinued operations - basic and diluted	—	(0.01)	(0.05)	(0.02)
Net earnings per share	\$ 3.91	\$ 3.08	\$ 12.09	\$ 6.23
Cash dividends paid per common share	\$ —	\$ —	\$ —	\$ 24.00
Weighted-average shares outstanding:				
Basic and diluted	55,597	54,890	55,598	55,773

See notes to condensed consolidated financial statements.

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE THIRTEEN AND THIRTY-NINE WEEK PERIODS ENDED
JUNE 30, 2018 AND JULY 1, 2017
(Amounts in thousands)
(Unaudited)

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
Net income	\$ 217,246	\$ 169,053	\$ 728,299	\$ 443,429
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustments	(32,543)	24,525	(4,355)	4,523
Interest rate swap and cap agreements	2,307	(8,386)	65,781	32,568
Other comprehensive (loss) income, net of tax	(30,236)	16,139	61,426	37,091
TOTAL COMPREHENSIVE INCOME	\$ 187,010	\$ 185,192	\$ 789,725	\$ 480,520

See notes to condensed consolidated financial statements.

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE THIRTY-NINE WEEK PERIOD ENDED JUNE 30, 2018
(Amounts in thousands, except share amounts)
(Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		Total
	Number of Shares	Par Value				Number of Shares	Value	
BALANCE, OCTOBER 1, 2017	56,093,659	\$ 561	\$ 1,095,319	\$ (3,187,220)	\$ (85,143)	(4,159,207)	\$ (774,721)	\$ (2,951,204)
Unvested dividend equivalents and other	—	—	—	(12,654)	—	—	—	(12,654)
Compensation expense recognized for employee stock options and restricted stock	—	—	35,460	—	—	—	—	35,460
Exercise of employee stock options, restricted stock activity and other, net	623,361	6	40,621	—	—	(2,119)	(583)	40,044
Common stock issued	505	—	149	—	—	—	—	149
Net income	—	—	—	728,299	—	—	—	728,299
Foreign currency translation adjustments	—	—	—	—	(4,355)	—	—	(4,355)
Interest rate swaps and caps, net of tax	—	—	—	—	65,781	—	—	65,781
BALANCE, JUNE 30, 2018	56,717,525	\$ 567	\$ 1,171,549	\$ (2,471,575)	\$ (23,717)	(4,161,326)	\$ (775,304)	\$ (2,098,480)

See notes to condensed consolidated financial statements.

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

	Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017
OPERATING ACTIVITIES:		
Net income	\$ 728,299	\$ 443,429
Net loss from discontinued operations	2,943	965
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	41,248	37,581
Amortization of intangible assets and product certification costs	54,286	71,495
Amortization of debt issuance costs, original issue discount and premium	16,179	15,530
Refinancing costs	5,910	35,936
Non-cash equity compensation	36,411	32,707
Deferred income taxes	(166,783)	270
Changes in assets/liabilities, net of effects from acquisitions of businesses:		
Trade accounts receivable	(861)	(21,195)
Inventories	(21,992)	(325)
Income taxes receivable/payable	6,730	(12,782)
Other assets	(2,500)	(4,104)
Accounts payable	724	(12,342)
Accrued interest	6,670	741
Accrued and other liabilities	(16,354)	(32,690)
Net cash provided by operating activities	690,910	555,216
INVESTING ACTIVITIES:		
Capital expenditures	(50,097)	(55,671)
Payments made in connection with acquisitions	(582,262)	(135,507)
Proceeds (payments made) in connection with the sale (purchase) of discontinued operations	57,686	(79,695)
Net cash used in investing activities	(574,673)	(270,873)
FINANCING ACTIVITIES:		
Proceeds from exercise of stock options	40,621	18,046
Special dividend and dividend equivalent payments	(56,148)	(1,376,034)
Treasury stock purchased	—	(389,821)
Proceeds from term loans, net	12,779,772	1,132,755
Repayments on term loans	(12,155,198)	(48,453)
Proceeds from senior subordinated notes due 2026, net	490,411	—
Cash tender and redemption of senior subordinated notes due 2021, including premium	—	(528,847)
Proceeds from additional senior subordinated notes due 2025, net	—	300,517
Other	(9,904)	(10,777)
Net cash provided by (used in) financing activities	1,089,554	(902,614)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(2,979)	1,833
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,202,812	(616,438)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	650,561	1,586,994
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 1,853,373	\$ 970,556
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for interest	\$ 469,667	\$ 434,295
Cash paid during the period for income taxes	\$ 123,597	\$ 157,899

See notes to condensed consolidated financial statements.

TRANSDIGM GROUP INCORPORATED
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
THIRTY-NINE WEEK PERIODS ENDED JUNE 30, 2018 AND JULY 1, 2017
(UNAUDITED)

1. DESCRIPTION OF THE BUSINESS

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

Major product offerings, substantially all of which are ultimately provided to end-users in the aerospace industry, include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, NiCad batteries and chargers, engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, databus and power controls, cockpit security components and systems, specialized cockpit displays, aircraft audio systems, specialized lavatory components, seat belts and safety restraints, engineered interior surfaces and related components, lighting and control technology, military personnel parachutes, high performance hoists, winches and lifting devices, and cargo loading, handling and delivery systems.

2. UNAUDITED INTERIM FINANCIAL INFORMATION

The financial information included herein is unaudited; however, the information reflects all adjustments (consisting of normal recurring adjustments) that are, in the opinion of management, necessary for a fair presentation of the Company’s financial position and results of operations and cash flows for the interim periods presented. These financial statements and notes should be read in conjunction with the financial statements and related notes for the year ended September 30, 2017 included in TD Group’s Form 10-K filed on November 13, 2017. As disclosed therein, the Company’s annual consolidated financial statements were prepared in conformity with generally accepted accounting principles in the United States (“GAAP”). The September 30, 2017 condensed consolidated balance sheet was derived from TD Group’s audited financial statements. The results of operations for the thirty-nine week period ended June 30, 2018 are not necessarily indicative of the results to be expected for the full year.

Certain reclassifications have been made to the prior year financial statements to conform to current year presentation related to the designation of Schroth as discontinued operations beginning in the fourth quarter of fiscal 2017 (refer to Note 14, “Discontinued Operations,” for further information) and an organizational realignment effective October 1, 2017 of certain businesses comprising the Power & Control and the Non-Aviation segments.

3. ACQUISITIONS AND DIVESTITURES

During the thirty-nine week period ended June 30, 2018, the Company completed the acquisitions of Extant Components Group Holdings, Inc. (“Extant”) and the Kirkhill elastomers business (“Kirkhill”) from Esterline Technologies. During the fiscal year ended September 30, 2017, the Company completed the acquisitions of three separate aerospace product lines (collectively, the “Third Quarter 2017 Acquisitions”). The Company accounted for the acquisitions using the acquisition method and included the results of operations of the acquisitions in its condensed consolidated financial statements from the effective date of each acquisition. As of June 30, 2018, the one-year measurement period is open for Extant and Kirkhill; therefore, the assets acquired and liabilities assumed related to these acquisitions are subject to adjustment until the end of their respective one-year measurement periods. The Company is in the process of obtaining a third-party valuation of certain intangible assets and tangible assets and liabilities of Kirkhill and Extant. Pro forma net sales and results of operations for the acquisitions had they occurred at the beginning of the applicable thirty-nine week period ended June 30, 2018 or July 1, 2017 are not material and, accordingly, are not provided.

The acquisitions strengthen and expand the Company’s position to design, produce and supply highly engineered proprietary aerospace components in niche markets with significant aftermarket content and provide opportunities to create value through the application of our three core value-driven operating strategies (obtaining profitable new business, improving our cost structure, and providing highly engineered value-added products to customers). The purchase price paid for each acquisition reflects the current earnings before interest, taxes, depreciation and amortization (EBITDA) and cash flows, as well as the future EBITDA and cash flows expected to be generated by the business, which are driven in most cases by the recurring aftermarket consumption over the life of a particular aircraft, estimated to be approximately 25 to 30 years.

Extant – On April 24, 2018, the Company acquired all of the outstanding stock of Exant for a total purchase price of approximately \$532.5 million in cash, which is net of a \$0.2 million working capital settlement received in the third quarter of fiscal 2018. Exant provides a broad range of proprietary aftermarket products and repair and overhaul services to the aerospace and defense end markets. Exant owns or exclusively licenses in excess of 2,500 assemblies and sub-assemblies on over 70 active platforms. Exant is included in TransDigm's Power and Control segment.

Prior to the Company's acquisition of Exant, Exant was owned by an equity fund sponsored by Warburg Pincus LLC. Michael Graff, a director of TransDigm, is a managing director of Warburg Pincus LLC and was chairman of the board of Exant. Robert Henderson, Vice Chairman of TransDigm, was also on the board of Exant and owned less than 2% of Exant on a fully diluted basis. In addition, Mr. Graff, Mr. W. Nicholas Howley, TransDigm's Executive Chairman, and Messrs. Douglas Peacock and David Barr, directors of TransDigm, each had minority interests of less than 1% in the Warburg Pincus LLC fund that owned Exant.

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

Assets acquired:	
Current assets, excluding cash acquired	\$ 58,021
Property, plant, and equipment	4,124
Intangible assets	36,000
Goodwill	460,707
Other	86
Total assets acquired	558,938
Liabilities assumed:	
Current liabilities	9,213
Other noncurrent liabilities	17,226
Total liabilities assumed	26,439
Net assets acquired	\$ 532,499

The Company expects that approximately \$44 million of goodwill recognized for the acquisition will be deductible for tax purposes over 15 years and approximately \$417 million of goodwill recognized for the acquisition will not be deductible for tax purposes.

Kirkhill – On March 15, 2018, the Company acquired the assets and certain liabilities of the Kirkhill elastomers business from Esterline Technologies for a total purchase price of approximately \$49.3 million, which is net of a \$0.6 million working capital settlement received in the third quarter of fiscal 2018. Kirkhill's products are primarily proprietary, sole source with significant aftermarket content and used in a broad variety of most major commercial transport and military platforms. Kirkhill is included in TransDigm's Airframe segment. The Company expects that no goodwill recognized for the acquisition will be deductible for tax purposes.

Third Quarter 2017 Acquisitions – The Third Quarter 2017 Acquisitions were acquired for an aggregate purchase price of approximately \$106.7 million in cash, which includes working capital settlements totaling \$1.0 million paid in the third and fourth quarters of fiscal 2017 and an earn-out of \$0.4 million paid in the second quarter of fiscal 2018. All three product lines consist primarily of proprietary, sole source products with significant aftermarket content. The products include highly engineered aerospace controls, quick disconnect couplings, and communication electronics. Each product line acquired was consolidated into an existing TransDigm reporting unit within TransDigm's Power & Control segment. Approximately \$66 million of goodwill recognized for the acquisitions is deductible for tax purposes over 15 years and approximately \$9 million of goodwill recognized for the acquisitions is not deductible for tax purposes.

Schroth – On February 22, 2017, the Company acquired all of the outstanding stock of Schroth Safety Products GmbH and certain aviation and defense assets and liabilities from subsidiaries of Takata Corporation (collectively, "Schroth"), for a total purchase price of approximately \$89.7 million, which consisted primarily of \$79.7 million paid in cash during fiscal 2017 and an approximately \$9.0 million indemnity holdback, of which \$8.5 million was paid in April 2018.

In connection with the settlement of a Department of Justice investigation into the competitive effects of the acquisition, during the fourth quarter of 2017, the Company committed to dispose of the Schroth business. Therefore, Schroth was classified as held-for-sale beginning in the fourth quarter of 2017. The results of operations of Schroth are reflected as discontinued operations in the accompanying condensed consolidated financial statements.

On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million, which includes a working capital adjustment of \$0.3 million that was settled in July 2018. Further disclosure related to Schroth's discontinued operations is included in Note 14.

4. RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, which created a new topic in the Accounting Standards Codification ("ASC") 606, "Revenue From Contracts With Customers." In addition to superseding and replacing nearly all existing U.S. GAAP revenue recognition guidance, including industry-specific guidance, ASC 606 establishes a new control-based revenue recognition model. The new revenue standards may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The guidance is effective for the Company for annual reporting periods, including interim periods therein, beginning October 1, 2018, which will be the Company's date of adoption. The Company will use the modified retrospective method. The Company is continuing to evaluate the impact of the standard. For each reporting unit, we have evaluated a representative sample of contracts and other agreements with our customers and evaluated the provisions contained within these contracts and agreements in consideration of the five step model specified within ASC 606. We are in the process of documenting the impact of the standard on our current accounting policies and practices in order to identify material differences, if any, that would result from applying the new requirements to our revenue contracts. We continue to make progress on our assessment of ASC 606 and are also in the process of evaluating the impact on changes to our business processes, systems, and controls to support recognition and disclosure requirements under ASC 606.

In February 2016, the FASB issued ASU 2016-02, "Leases (ASC 842)," which will require that a lessee recognize assets and liabilities on the balance sheet for all leases with a lease term of more than twelve months, with the result being the recognition of a right of use asset and a lease liability. Additionally, in July 2018, the FASB issued ASU 2018-10, "Codification Improvements to ASC 842, Leases" which provides narrow amendments to clarify how to apply certain aspects of the new leases standard. The new leases standard guidance is effective for the Company for annual reporting periods, including interim periods therein, beginning October 1, 2019, with early adoption permitted. The Company is currently evaluating the impact of adopting this standard on its consolidated financial statements and disclosures.

In June 2016, the FASB issued ASU 2016-13, "Financial Instruments—Credit Losses: Measurement of Credit Losses on Financial Instruments (ASU 2016-13)," which changes the impairment model for most financial assets. The new model uses a forward-looking expected loss method, which will generally result in earlier recognition of allowances for losses. ASU 2016-13 is effective for annual and interim periods beginning after December 15, 2019 and early adoption is permitted for annual and interim periods beginning after December 15, 2018. The Company is currently evaluating the impact of adopting this standard on its consolidated financial statements and disclosures.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows—Classification of Certain Cash Receipts and Cash Payments," which clarifies existing guidance related to accounting for cash receipts and cash payments and classification on the statement of cash flows. This guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017, with early adoption permitted. The Company elected to early adopt this standard in the fourth quarter of fiscal 2017. The adoption of this standard did not have a material impact on its consolidated statement of cash flows.

In January 2017, the FASB issued ASU 2017-04, "Simplifying the Test for Goodwill Impairment," to eliminate Step 2 from the goodwill impairment test in order to simplify the subsequent measurement of goodwill. The guidance is effective for fiscal years beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The adoption of this standard is not expected to have a material impact on its consolidated financial statements and disclosures.

In March 2017, the FASB issued ASU 2017-07, "Compensation—Retirement Benefits (ASC 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost," that will change how employers that sponsor defined benefit and/or other postretirement benefit plans present the net periodic benefit cost in the income statement. Under the new guidance, employers will present the service cost component of the net periodic benefit cost in the same income statement line item(s) as other employee compensation costs arising from services rendered during the period. In addition, only the service cost component will be eligible for capitalization in assets. Employers will present the other components separately from the line item(s) that includes the service cost and outside of any subtotal of operating income, if one is presented. Employers will have to disclose the line(s) used to present the other components of net periodic benefit cost, if the components are not presented separately in the income statement. The standard is effective for public business entities for fiscal years beginning after December 15, 2017, and interim periods within the fiscal year. Early adoption is permitted, including adoption in any interim period for which financial statements have not yet been issued. The adoption of this standard is not expected to have a material impact on our consolidated financial statements.

In May 2017, the FASB issued ASU 2017-09, "Compensation—Stock Compensation (ASC 718): Scope of Modification Accounting," which provides clarity on which changes to the terms or conditions of share-based payment awards require an entity to apply the modification accounting provisions required in ASC 718. The standard is effective for all entities for annual periods beginning after December 15, 2017, with early adoption permitted, including adoption in any interim period for which financial statements have not yet been issued. The adoption of this standard is not expected to have a material impact on our consolidated financial statements.

In August 2017, the FASB issued ASU 2017-12, "Derivatives and Hedging (ASC 815): Targeted Improvements to Accounting for Hedging Activities," which amends the FASB's hedge accounting model to enable entities to better portray their risk management activities in financial statements. The guidance eliminates the requirement to separately measure and report hedge ineffectiveness and generally requires the entire change in the fair value of a hedging instrument to be presented in the same income statement line as the hedged item. The guidance also eases certain documentation and assessment requirements and modifies the accounting for components excluded from the assessment of hedge effectiveness. ASU 2017-12 is effective for the Company for annual reporting periods, including interim periods therein, beginning October 1, 2018, with early adoption permitted. As early adoption is permissible, the Company adopted the pronouncement beginning October 1, 2017. Changes were applied prospectively in accordance with the standard and prior periods were not adjusted. The adoption of this standard did not have a material impact on our consolidated financial statements and disclosures.

In February 2018, the FASB issued ASU 2018-02, "Income Statement - Reporting Comprehensive Income (ASC 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which gives entities the option to reclassify tax effects stranded in accumulated other comprehensive income as a result of the Tax Cuts and Jobs Act (the "Act") into retained earnings. The guidance allows entities to reclassify from accumulated other comprehensive income to retained earnings stranded tax effects resulting from the Act's new federal corporate income tax rate. The guidance also allows entities to elect to reclassify other stranded tax effects that relate to the Act but do not directly relate to the change in the federal tax rate (e.g., state taxes, changing from a worldwide tax system to a territorial system). Tax effects that are stranded in accumulated other comprehensive income for other reasons (e.g., prior changes in tax law, a change in valuation allowance) may not be reclassified. The standard is effective for all entities for fiscal years beginning after December 15, 2018, and interim periods within the fiscal year. Early adoption is permitted, including adoption in any interim period for which financial statements have not yet been issued. Entities have the option to apply the guidance retrospectively or in the period of adoption. The adoption of this standard is not expected to have a material impact on our consolidated financial statements.

In March 2018, the FASB issued ASU 2018-05, "Income Taxes (ASC 740), Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118." The ASU adds various SEC paragraphs pursuant to the issuance of the December 2017 SEC Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act ("SAB 118"), which was effective immediately. The SEC issued SAB 118 to address concerns about reporting entities' ability to timely comply with the accounting requirements to recognize all of the effects of the Tax Cuts and Jobs Act in the period of enactment. SAB 118 allows disclosure that timely determination of some or all of the income tax effects from the Tax Cuts and Jobs Act are incomplete by the due date of the financial statements and if possible to provide a reasonable estimate. We have accounted for the tax effects of the Tax Cuts and Jobs Act under the guidance of SAB 118, on a provisional basis. Our accounting for certain income tax effects is incomplete, but we have determined reasonable estimates for those effects and have recorded provisional amounts in our condensed consolidated financial statements. Refer to Note 9, "Income Taxes," for further information.

5. EARNINGS PER SHARE (TWO-CLASS METHOD)

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

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
Numerator for earnings per share:				
Net income from continuing operations	\$ 217,391	\$ 169,832	\$ 731,242	\$ 444,394
Less dividends paid on participating securities	—	—	(56,148)	(95,971)
	\$ 217,391	\$ 169,832	\$ 675,094	\$ 348,423
Net loss from discontinued operations	(145)	(779)	(2,943)	(965)
Net income applicable to common stock - basic and diluted	\$ 217,246	\$ 169,053	\$ 672,151	\$ 347,458
Denominator for basic and diluted earnings per share under the two-class method:				
Weighted average common shares outstanding	52,470	51,932	52,241	52,718
Vested options deemed participating securities	3,127	2,958	3,357	3,055
Total shares for basic and diluted earnings per share	55,597	54,890	55,598	55,773
Net earnings per share from continuing operations - basic and diluted	\$ 3.91	\$ 3.09	\$ 12.14	\$ 6.25
Net loss per share from discontinued operations - basic and diluted	—	(0.01)	(0.05)	(0.02)
Net earnings per share	\$ 3.91	\$ 3.08	\$ 12.09	\$ 6.23

6. INVENTORIES

Inventories are stated at the lower of cost or market. Cost of inventories is generally determined by the average cost and the first-in, first-out (FIFO) methods and includes material, labor and overhead related to the manufacturing process.

Inventories consist of the following (in thousands):

	June 30, 2018	September 30, 2017
Raw materials and purchased component parts	\$ 553,006	\$ 496,899
Work-in-progress	220,883	187,009
Finished goods	139,395	131,548
Total	913,284	815,456
Reserves for excess and obsolete inventory	(98,033)	(84,775)
Inventories - Net	\$ 815,251	\$ 730,681

7. INTANGIBLE ASSETS

Other intangible assets - net in the condensed consolidated balance sheets consist of the following (in thousands):

	June 30, 2018			September 30, 2017		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Trademarks and trade names	\$ 746,859	\$ —	\$ 746,859	\$ 729,931	\$ —	\$ 729,931
Technology	1,309,675	399,828	909,847	1,292,719	351,638	941,081
Order backlog	11,000	4,275	6,725	29,000	26,668	2,332
Other	73,226	21,583	51,643	63,599	19,081	44,518
Total	\$ 2,140,760	\$ 425,686	\$ 1,715,074	\$ 2,115,249	\$ 397,387	\$ 1,717,862

Intangible assets acquired during the thirty-nine week period ended June 30, 2018 were as follows (in thousands):

	Gross Amount	Amortization Period
Intangible assets not subject to amortization:		
Goodwill	\$ 460,961	
Trademarks and trade names	17,300	
	478,261	
Intangible assets subject to amortization:		
Technology	20,600	20 years
Order backlog	8,300	1 year
Customer relationships	10,000	20 years
	38,900	15.9 years
Total	\$ 517,161	

The aggregate amortization expense on identifiable intangible assets for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 was approximately \$53.8 million and \$70.8 million, respectively. The estimated amortization expense is \$73.2 million for fiscal year 2018, \$73.3 million for fiscal year 2019, and \$68.7 million for each of the four succeeding fiscal years 2020 through 2023.

The following is a summary of changes in the carrying value of goodwill by segment from September 30, 2017 through June 30, 2018 (in thousands):

	Power & Control	Airframe	Non-aviation	Total
Balance - September 30, 2017	\$ 3,269,981	\$ 2,382,082	\$ 93,275	\$ 5,745,338
Goodwill acquired during the year	460,707	254	—	460,961
Purchase price allocation adjustments	5,354	—	—	5,354
Currency translation adjustment	—	(2,401)	—	(2,401)
Other	(192)	187	—	(5)
Balance - June 30, 2018	\$ 3,735,850	\$ 2,380,122	\$ 93,275	\$ 6,209,247

8. DEBT

The Company's debt consists of the following (in thousands):

	June 30, 2018			
	Gross Amount	Debt Issuance Costs	Original Issue Discount or Premium	Net Amount
Short-term borrowings—trade receivable securitization facility	\$ 300,000	\$ (44)	\$ —	\$ 299,956
Term loans	\$ 7,619,039	\$ (73,105)	\$ (21,984)	\$ 7,523,950
5.50% senior subordinated notes due 2020 (2020 Notes)	550,000	(2,451)	—	547,549
6.00% senior subordinated notes due 2022 (2022 Notes)	1,150,000	(5,861)	—	1,144,139
6.50% senior subordinated notes due 2024 (2024 Notes)	1,200,000	(7,160)	—	1,192,840
6.50% senior subordinated notes due 2025 (2025 Notes)	750,000	(3,637)	3,772	750,135
6.375% senior subordinated notes due 2026 (6.375% 2026 Notes)	950,000	(8,050)	—	941,950
6.875% senior subordinated notes due 2026 (6.875% 2026 Notes)	500,000	(5,038)	(3,722)	491,240
	12,719,039	(105,302)	(21,934)	12,591,803
Less current portion	76,427	(634)	—	75,793
Long-term debt	\$ 12,642,612	\$ (104,668)	\$ (21,934)	\$ 12,516,010

September 30, 2017

	Gross Amount	Debt Issuance Costs	Original Issue Discount or Premium	Net Amount
Short-term borrowings—trade receivable securitization facility	\$ 300,000	\$ (413)	\$ —	\$ 299,587
Term loans	\$ 6,973,009	\$ (64,104)	\$ (18,948)	\$ 6,889,957
5.50% 2020 Notes	550,000	(3,243)	—	546,757
6.00% 2022 Notes	1,150,000	(6,941)	—	1,143,059
6.50% 2024 Notes	1,200,000	(8,042)	—	1,191,958
6.50% 2025 Notes	750,000	(4,033)	4,182	750,149
6.375% 2026 Notes	950,000	(8,806)	—	941,194
	11,573,009	(95,169)	(14,766)	11,463,074
Less current portion	70,031	(577)	—	69,454
Long-term debt	\$ 11,502,978	\$ (94,592)	\$ (14,766)	\$ 11,393,620

Accrued interest was \$88.9 million and \$82.2 million as of June 30, 2018 and September 30, 2017, respectively.

Amendment No. 4 to the Second Amended and Restated Credit Agreement - On November 30, 2017, the Company entered into Amendment No. 4 to the Second Amended and Restated Credit Agreement. Pursuant to Amendment No. 4, TransDigm, among other things, incurred new tranche E term loans and new Tranche F term loans in aggregate principal amounts equal to \$1,503 million and \$2,857 million, respectively, and repaid in full all of the existing tranche E term loans and Tranche F term loans outstanding under the Second and Amended Restated Credit Agreement immediately prior to the refinancing facility agreement. Additionally, pursuant to Amendment No. 4, TransDigm converted approximately \$798 million of existing tranche D term loans into additional tranche F term loans. The refinancing facility agreement also decreased the margin applicable to the existing tranche E term loans and tranche F term loans to LIBO rate plus 2.75% per annum. The terms and conditions (other than maturity date and pricing) that apply to the tranche E and tranche F term loans are substantially the same as the terms and conditions that apply to the tranche D term loans immediately prior to Amendment No. 4.

In addition to the incremental discount of \$1.0 million recorded for the tranche F term loans, the Company capitalized \$2.9 million and expensed \$0.7 million of refinancing costs representing debt issuance costs associated with Amendment No. 4 during the thirty-nine week period ended June 30, 2018. The Company also wrote off \$0.5 million in unamortized debt issuance costs related to the tranche D term loans that were converted to tranche F term loans and wrote off \$0.2 million in unamortized debt issuance costs related to the tranche F terms loans.

Refinancing Facility Agreement to the Second Amended and Restated Credit Agreement - On February 22, 2018, the Company entered into a refinancing facility agreement. TransDigm, among other things, incurred new tranche G term loans in an aggregate principal amount equal to \$1,809 million and repaid in full all of the existing tranche G term loans outstanding under the Second and Amended Restated Credit Agreement immediately prior to the refinancing facility agreement. The refinancing facility agreement also decreased the margin applicable to the tranche G term loans to LIBO rate plus 2.5% per annum. The terms and conditions that apply to the tranche G term loans other than pricing are substantially the same as the terms and conditions that apply to the tranche G term loans immediately prior to the refinancing facility agreement.

The Company capitalized \$0.5 million and expensed \$0.3 million of refinancing costs representing debt issuance costs associated with the refinancing facility agreement during the thirty-nine week period ended June 30, 2018. Additionally, the Company wrote off \$0.2 million in unamortized debt issuance costs related to the tranche G terms loans.

Issuance of Senior Subordinated Notes - On May 8, 2018, TransDigm UK Holdings plc, a wholly-owned, indirect subsidiary of TD Group, issued \$500 million in aggregate principal amount of new 6.875% 2026 Notes at an issue price of 99.24% of the principal amount. The 6.875% 2026 Notes bear interest at the rate of 6.875% per annum, which accrues from May 8, 2018 and is payable semiannually in arrears on May 15 and November 15 of each year, commencing on November 15, 2018. The 6.875% 2026 Notes mature on May 15, 2026, unless earlier redeemed or repurchased, and are subject to the terms and conditions set forth in the Indenture governing these 6.875% 2026 Notes.

The 6.875% 2026 Notes are subordinated to all of the Company's existing and future senior debt, rank equally with all of its existing and future senior subordinated debt and rank senior to all of its future debt that is expressly subordinated to the 6.875% 2026 Notes. The 6.875% 2026 Notes are guaranteed on a senior subordinated unsecured basis by TransDigm Inc., TD Group and TransDigm Inc.'s Domestic Restricted Subsidiaries, as defined in the applicable indenture. The guarantees of the 6.875% 2026 Notes are subordinated to all of the guarantors' existing and future senior debt, rank equally with all of their existing and future senior subordinated debt and rank senior to all of their future debt that is expressly

subordinated to the guarantees of the 6.875% 2026 Notes. The 6.875% 2026 Notes are structurally subordinated to all of the liabilities of TD Group's non-guarantor subsidiaries.

The 6.875% 2026 Notes Indenture contains certain covenants that, among other things, limit the incurrence of additional indebtedness, the payment of dividends, transactions with affiliates, asset sales, acquisitions, mergers, and consolidations, liens and encumbrances, and prepayments of certain other indebtedness. The 6.875% 2026 Notes Indenture contains events of default customary for agreements of their type (with customary grace periods, as applicable) and provide that, upon the occurrence of an event of default arising from certain events of bankruptcy or insolvency, all outstanding 6.875% 2026 Notes will become due and payable immediately without further action or notice. If any other type of event of default occurs and is continuing, then the trustee or the holders of at least 25% in principal amount of the outstanding 6.875% 2026 Notes may declare all such notes to be due and payable immediately.

In addition to the discount of \$3.8 million recorded upon the issuance of these 6.875% 2026 Notes, the Company capitalized \$5.1 million and expensed \$0.6 million of refinancing costs associated with the issuance of the 6.875% 2026 Notes during the thirty-nine week period ended June 30, 2018.

Amendment No. 5 to the Second Amended and Restated Credit Agreement - On May 30, 2018, the Company entered into Amendment No. 5 to the Second Amended and Restated Credit Agreement. The Company capitalized \$7.2 million of refinancing costs representing fees associated with the execution of Amendment No. 5 during the thirty-nine week period ended June 30, 2018.

Pursuant to Amendment No. 5, the Company, among other things, incurred new tranche E term loans in an aggregate principal amount equal to \$1,322 million, and repaid in full all of the existing tranche E term loans outstanding under the Second Amended and Restated Credit Agreement immediately prior to Amendment No. 5. The Company also incurred incremental tranche E term loans in an aggregate principal amount equal to \$933 million. The new tranche E term loans and incremental tranche E term loans mature on May 30, 2025. Amendment No. 5 also decreased the margin applicable to the new tranche E term loans to LIBO rate plus 2.5% per annum. The terms and conditions that apply to the tranche E term loans, other than the maturity date and margin, are substantially the same as the terms and conditions that apply to the tranche E term loans immediately prior to Amendment No. 5. In addition to the discount of \$4.7 million recorded for the tranche E term loans, the Company capitalized \$7.0 million and expensed \$2.6 million of refinancing costs representing debt issuance costs associated with Term Loan E during the thirty-nine week period ended June 30, 2018. The Company also wrote off \$0.3 million in unamortized debt issuance costs related to the tranche E terms loans.

Additionally, pursuant to Amendment No. 5, the Company incurred new tranche F term loans in an aggregate principal amount equal to \$3,578 million, and repaid in full all of the existing tranche F term loans outstanding under the Second and Amended Restated Credit Agreement immediately prior to Amendment No. 5. Amendment No. 5 also decreased the margin applicable to the tranche F term loans to LIBO rate plus 2.5% per annum. The Company capitalized \$2.0 million of refinancing costs representing debt issuance costs associated with the tranche F term loans during the thirty-nine week period ended June 30, 2018. Additionally, the Company wrote off \$0.3 million in unamortized debt issuance costs related to the tranche F term loans.

Finally, under the terms of Amendment No. 5, the maturity date of our \$600 million revolving credit facility was extended to December 28, 2022. The terms and conditions that apply to the revolving credit facility, other than the maturity date, are substantially the same as the terms and conditions that applied to the revolving credit facility immediately prior to Amendment No. 5. At June 30, 2018, the Company had \$14.6 million in letters of credit outstanding and \$585.4 million of borrowings available under the revolving commitments. During the thirty-nine week period ended June 30, 2018, the Company capitalized \$0.4 million and expensed \$0.2 million representing debt issuance costs expensed in conjunction with the refinancing of the revolving credit facility.

9. INCOME TAXES

The Tax Cuts and Jobs Act (the "Act") was enacted on December 22, 2017. The Act reduces the U.S. federal corporate tax rate from 35% to 21%, requires companies to pay a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred and creates new taxes on certain foreign-sourced earnings. The rate change is administratively effective at the beginning of our fiscal year (October 1, 2017), using a blended rate for the annual period. As a result, the blended statutory tax rate for the year is 24.5%. At June 30, 2018, we had not completed our accounting for the tax effects of enactment of the Act; however, in certain cases, we have made a reasonable estimate of the effects on our existing deferred tax balances and the one-time transition tax in accordance with the SEC's amendment to SAB 118. We have recognized a provisional benefit amount of \$170.2 million related to the remeasurement of our deferred tax balance for the thirty-nine week period ended June 30, 2018. However, we are still analyzing certain aspects of the Act and refining our calculations, which could potentially affect the measurement of these balances or potentially give rise to new deferred tax amounts. In addition, we have recognized a provisional expense amount of \$23.1 million for our one-time transition tax liability for the thirty-nine week period ended June 30, 2018. The one-time transition tax is based on our total post-1986 earnings and profits ("E&P") that we previously deferred from U.S. income taxes and is based in part on the amount of those earnings held in cash and other specified assets. However, we continue to refine the calculation of the total post-1986 E&P for our foreign subsidiaries. This amount may change when we finalize the calculation of post-1986 foreign E&P previously deferred from US federal taxation and finalize the amounts held in cash or other specified assets. As a result of the Act, we recognized a net provisional benefit amount of \$147.1 million as a discrete tax benefit, which is included as a component of income tax expense from continuing operations for the thirty-nine week period ended June 30, 2018.

At the end of each reporting period, TD Group makes an estimate of its annual effective income tax rate. The estimate used in the year-to-date period may change in subsequent periods. During the thirteen week periods ended June 30, 2018 and July 1, 2017, the effective income tax rate was 18.1% and 28.0%, respectively. During the thirty-nine week periods ended June 30, 2018 and July 1, 2017, the effective income tax rate was (3.9)% and 24.7%, respectively. The Company's lower effective tax rate for the thirteen week period ended June 30, 2018 was primarily due to the reduction in the U.S. federal corporate statutory rate related to the enactment of the Act. The Company's lower effective tax rate for the thirty-nine week period ended June 30, 2018 was primarily due to the reduction in the U.S. federal corporate tax rate as well as discrete adjustments related to the enactment of the Act described above. The Company's effective tax rate for the thirteen and thirty-nine week periods ended June 30, 2018 was lower than the Federal statutory tax rate primarily due to the enactment of the Act described above. The Company's effective tax rate for the thirteen and thirty-nine week periods ended July 1, 2017 was lower than the Federal statutory tax rate primarily due to excess tax benefits from share based payments, the domestic manufacturing deduction and foreign earnings taxed at rates lower than the U.S. statutory rate.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, various state and local jurisdictions as well as foreign jurisdictions located in Belgium, Canada, China, France, Germany, Hong Kong, Hungary, Japan, Malaysia, Mexico, Norway, Singapore, Sri Lanka, Sweden and the United Kingdom. The Company is no longer subject to U.S. federal examinations for years before fiscal 2014. The Company is currently under U.S. federal examination for fiscal 2014. In addition, the Company is subject to state income tax examinations for fiscal years 2009 and later.

At June 30, 2018 and September 30, 2017, TD Group had \$10.3 million and \$8.7 million in unrecognized tax benefits, the recognition of which would have an effect of approximately \$10.2 million on the effective tax rate at June 30, 2018 and \$8.7 million on the effective tax rate at September 30, 2017. The Company believes the tax positions that comprise the unrecognized tax benefits will be reduced by approximately \$1.6 million over the next 12 months. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense.

10. FAIR VALUE MEASUREMENTS

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

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

	Level	June 30, 2018		September 30, 2017	
		Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:					
Cash and cash equivalents	1	\$ 1,853,373	\$ 1,853,373	\$ 650,561	\$ 650,561
Interest rate cap agreements ⁽¹⁾	2	31,948	31,948	12,904	12,904
Interest rate swap agreements ⁽²⁾	2	5,458	5,458	—	—
Interest rate swap agreements ⁽¹⁾	2	40,919	40,919	2,905	2,905
Liabilities:					
Interest rate swap agreements ⁽³⁾	2	1,554	1,554	20,740	20,740
Interest rate swap agreements ⁽⁴⁾	2	4,153	4,153	9,731	9,731
Short-term borrowings - trade receivable securitization facility ⁽⁵⁾	1	299,956	299,956	299,587	299,587
<i>Long-term debt, including current portion:</i>					
Term loans ⁽⁵⁾	2	7,523,950	7,536,675	6,889,957	6,965,628
5.50% 2020 Notes ⁽⁵⁾	1	547,549	548,625	546,757	558,250
6.00% 2022 Notes ⁽⁵⁾	1	1,144,139	1,155,750	1,143,059	1,178,750
6.50% 2024 Notes ⁽⁵⁾	1	1,192,840	1,215,000	1,191,958	1,236,000
6.50% 2025 Notes ⁽⁵⁾	1	750,135	757,500	750,149	776,807
6.375% 2026 Notes ⁽⁵⁾	1	941,950	942,875	941,194	971,375
6.875% 2026 Notes ⁽⁵⁾	1	491,240	506,250	—	—

(1) Included in other non-current assets on the condensed consolidated balance sheet.

(2) Included in prepaid expenses and other on the condensed consolidated balance sheet.

(3) Included in accrued liabilities on the condensed consolidated balance sheet.

(4) Included in other non-current liabilities on the condensed consolidated balance sheet.

(5) The carrying amount of the debt instrument is presented net of debt issuance costs, premium and discount. Refer to Note 8, "Debt," for gross carrying amounts.

The Company values its financial instruments using an industry standard market approach, in which prices and other relevant information are generated by market transactions involving identical or comparable assets or liabilities. No financial instruments were recognized using unobservable inputs.

Interest rate swaps were measured at fair value using quoted market prices for the swap interest rate indexes over the term of the swap discounted to present value versus the fixed rate of the contract. The interest rate caps were measured at fair value using implied volatility rates of each individual caplet and the yield curve for the related periods. The estimated fair value of the Company's term loans was based on information provided by the agent under the Company's senior secured credit facility. The estimated fair values of the Company's notes were based upon quoted market prices. There has not been any impact to the fair value of derivative liabilities due to the Company's own credit risk. Similarly, there has not been any impact to the fair value of derivative assets based on the Company's evaluation of counterparties' credit risks.

The fair value of cash and cash equivalents, trade accounts receivable-net and accounts payable approximated book value due to the short-term nature of these instruments at June 30, 2018 and September 30, 2017.

11. DERIVATIVES AND HEDGING ACTIVITIES

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

swap and cap counterparties that contain a provision whereby if the Company defaults on the credit facility the Company could also be declared in default on its swaps and caps, resulting in an acceleration of payment under the swaps and caps.

Interest rate swap and cap agreements are used to manage interest rate risk associated with floating-rate borrowings under our credit facility. The interest rate swap and cap agreements utilized by the Company effectively modify the Company's exposure to interest rate risk by converting a portion of the Company's floating-rate debt to a fixed rate basis through the expiration date of the interest rate swap and cap agreements, thereby reducing the impact of interest rate changes on future interest expense. These agreements involve the receipt of floating rate amounts in exchange for fixed rate interest payments over the term of the agreements without an exchange of the underlying principal amount. These derivative instruments qualify as effective cash flow hedges under GAAP. For these cash flow hedges, the effective portion of the gain or loss from the financial instruments was initially reported as a component of accumulated other comprehensive loss in stockholders' deficit and subsequently reclassified into earnings in the same line as the hedged item in the same period or periods during which the hedged item affected earnings. As the interest rate swap and cap agreements are used to manage interest rate risk, any gains or losses from the derivative instruments that are reclassified into earnings are recognized in interest expense - net in the condensed consolidated statements of income.

The following table summarizes the Company's interest rate swap agreements:

Aggregate Notional Amount (in millions)	Start Date	End Date	Related Term Loans	Conversion of Related Variable Rate Debt to Fixed Rate of:
\$750	3/31/2016	6/30/2020	Tranche E	5.3% (2.8% plus the 2.5% margin percentage)
\$500	6/29/2018	3/31/2025	Tranche E	5.5% (3.0% plus the 2.5% margin percentage)
\$750	6/30/2020	6/30/2022	Tranche E	5.0% (2.5% plus the 2.5% margin percentage)
\$1,500	6/30/2022	3/31/2025	Tranche E	5.6% (3.1% plus the 2.5% margin percentage)
\$1,000	9/30/2014	6/28/2019	Tranche F	4.9% (2.4% plus the 2.5% margin percentage)
\$1,000	6/28/2019	6/30/2021	Tranche F	4.3% (1.8% plus the 2.5% margin percentage)
\$1,400	6/30/2021	3/31/2023	Tranche F	5.5% (3.0% plus the 2.5% margin percentage)
\$500	12/30/2016	12/30/2021	Tranche G	4.4% (1.9% plus the 2.5% margin percentage)
\$400	9/30/2017	9/30/2022	Tranche G	4.4% (1.9% plus the 2.5% margin percentage)
\$900	12/31/2021	6/28/2024	Tranche G	5.6% (3.1% plus the 2.5% margin percentage)
\$400	9/30/2022	6/28/2024	Tranche G	5.5% (3.0% plus the 2.5% margin percentage)

The following table summarizes the Company's interest rate cap agreements:

Aggregate Notional Amount (in millions)	Start Date	End Date	Related Term Loans	Offsets Variable Rate Debt Attributable to Fluctuations Above:
\$750	9/30/2015	6/30/2020	Tranche E	Three month LIBO rate of 2.5%
\$750	6/30/2020	6/30/2022	Tranche E	Three month LIBO rate of 2.5%
\$400	6/30/2016	6/30/2021	Tranche F	Three month LIBO rate of 2.0%
\$400	12/30/2016	12/30/2021	Tranche G	Three month LIBO rate of 2.5%

All interest rate swap and cap agreements are recognized in our condensed consolidated balance sheets at fair value. Certain derivative asset and liability balances are offset where master netting agreements provide for the legal right of setoff. For classification purposes, we record the net fair value of each type of derivative position that is expected to settle in less than one year with each counterparty as a net current asset or liability and each type of long-term position as a net long-term asset or liability. The amounts shown in the table below represent the gross amounts of recognized assets and liabilities, the amounts offset in the condensed consolidated balance sheet and the net amounts of assets and liabilities presented therein.

	June 30, 2018		September 30, 2017	
	Asset	Liability	Asset	Liability
Interest rate cap agreements	\$ 31,948	\$ —	\$ 12,904	\$ —
Interest rate swap agreements	57,945	(17,275)	9,235	(36,801)
Total	89,893	(17,275)	22,139	(36,801)
Effect of counterparty netting	(11,568)	11,568	(6,330)	6,330
Net derivatives as classified in the balance sheet ⁽¹⁾	\$ 78,325	\$ (5,707)	\$ 15,809	\$ (30,471)

⁽¹⁾ Refer to Note 10, "Fair Value Measurements," for the condensed consolidated balance sheet classification of our interest rate swap and cap agreements.

Based on the fair value amounts of the interest rate swap and cap agreements determined as of June 30, 2018, the estimated net amount of existing gains and losses and caplet amortization expected to be reclassified into interest income within the next twelve months is approximately \$0.4 million.

Effective September 30, 2016, the Company redesignated the interest rate cap agreements related to the \$400 million and the \$750 million aggregate notional amount with cap rates of 2.0% and 2.5%, respectively, based on the expected probable cash flows associated with the 2016 term loans and 2015 term loans in consideration of the Company's ability to select one-month, two-month, three-month, or six-month LIBO rate set forth in the Second Amended and Restated Credit Agreement. Accordingly, amounts previously recorded as a component of accumulated other comprehensive loss in stockholder's deficit amortized into interest expense was \$3.0 million and \$2.9 million for the thirty-nine week periods ended June 30, 2018 and July 1, 2017, respectively. The accumulated other comprehensive loss to be reclassified into interest expense over the remaining term of the cap agreements is \$7.9 million with a related tax benefit of \$2.2 million as of June 30, 2018.

Effective December 30, 2017, the Company redesignated the existing interest rate swap agreements related to the \$750 million, \$500 million, \$1,000 million and \$750 million aggregate notional amounts with swap rates of 5.00%, 4.40%, 4.30% and 5.30%, respectively, based on the expected probable cash flows associated with certain term loans in consideration of the Company's removal of the LIBO rate floor on the certain term loans as set forth in Amendment No. 4 to the Second Amended and Restated Credit Agreement. Accordingly, the amount recorded as a component of accumulated other comprehensive loss in stockholders' deficit related to these redesignated interest rate swap hedges will be amortized into earnings based on the original maturity date of the related interest rate swap agreements. Amounts previously recorded as a component of accumulated other comprehensive loss in stockholder's deficit amortized into interest expense was \$0.5 million for the thirty-nine week period ended June 30, 2018. The accumulated other comprehensive gain to be reclassified into interest expense over the remaining term of the swap agreements is immaterial.

Effective March 31, 2018, the Company redesignated the existing interest rate swap agreements related to the \$1,000 million and the \$400 million aggregate notional amount with swap rates of 4.90% and 4.40%, respectively, based on the expected probable cash flows associated with certain term loans in consideration of the Company's removal of the LIBO rate floor on the certain term loans as set forth in the refinancing facility agreement dated February 22, 2018 related to the Second Amended and Restated Credit Agreement. Accordingly, the amount recorded as a component of accumulated other comprehensive loss in stockholders' deficit related to these redesignated interest rate swap hedges will be amortized into earnings based on the original maturity date of the related interest rate swap agreements. Amounts previously recorded as a component of accumulated other comprehensive loss in stockholder's deficit amortized into interest income was \$0.7 million for the thirty-nine week period ended June 30, 2018. The accumulated other comprehensive gain to be reclassified into interest income over the remaining term of the swaps agreements is \$12.1 million with a related tax expense of \$2.9 million as of June 30, 2018.

12. SEGMENTS

The Company's businesses are organized and managed in three reporting segments: Power & Control, Airframe and Non-aviation.

The Power & Control segment includes operations that primarily develop, produce and market systems and components that predominately provide power to or control power of the aircraft utilizing electronic, fluid, power and mechanical motion control technologies. Major product offerings include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, databus and power controls, high performance hoists, winches and lifting devices and cargo loading and handling systems. Primary customers of this segment are engine and power system and subsystem suppliers, airlines, third party maintenance suppliers, military buying agencies and repair depots. Products are sold in the original equipment and aftermarket market channels.

The Airframe segment includes operations that primarily develop, produce and market systems and components that are used in non-power airframe applications utilizing airframe and cabin structure technologies. Major product offerings include engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, cockpit security components and systems, aircraft audio systems, specialized lavatory components, seat belts and safety restraints, engineered interior surfaces and related components, lighting and control technology, military personnel parachutes and cargo delivery systems. Primary customers of this segment are airframe manufacturers and cabin system suppliers and subsystem suppliers, airlines, third party maintenance suppliers, military buying agencies and repair depots. Products are sold in the original equipment and aftermarket market channels.

The Non-aviation segment includes operations that primarily develop, produce and market products for non-aviation markets. Major product offerings include seat belts and safety restraints for ground transportation applications, mechanical/electro-mechanical actuators and controls for space applications, refueling systems for heavy equipment used in mining, construction and other industries and turbine controls for the energy and oil and gas markets. Primary customers of this segment are off-road vehicle suppliers and subsystem suppliers, child restraint system suppliers, satellite and space system suppliers, manufacturers of heavy equipment used in mining, construction and other industries and turbine original equipment manufacturers, gas pipeline builders and electric utilities.

The primary measurement used by management to review and assess the operating performance of each segment is EBITDA As Defined. The Company defines EBITDA As Defined as earnings before interest, taxes, depreciation and amortization plus certain non-operating items recorded as corporate expenses including refinancing costs, acquisition-related costs, transaction-related costs and non-cash compensation charges incurred in connection with the Company's stock option plans. Acquisition-related costs represent accounting adjustments to inventory associated with acquisitions of businesses and product lines that were charged to cost of sales when the inventory was sold; costs incurred to integrate acquired businesses and product lines into the Company's operations, facility relocation costs and other acquisition-related costs; transaction related costs comprising deal fees; legal, financial and tax diligence expenses and valuation costs that are required to be expensed as incurred and other acquisition accounting adjustments.

EBITDA As Defined is not a measurement of financial performance under GAAP. Although the Company uses EBITDA As Defined to assess the performance of its business and for various other purposes, the use of this non-GAAP financial measure as an analytical tool has limitations, and it should not be considered in isolation or as a substitute for analysis of the Company's results of operations as reported in accordance with GAAP.

The Company's segments are reported on the same basis used internally for evaluating performance and for allocating resources. The accounting policies for each segment are the same as those described in the summary of significant accounting policies in the Company's consolidated financial statements. Intersegment sales and transfers are recorded at values based on market prices, which creates intercompany profit on intersegment sales or transfers that is eliminated in consolidation. Intersegment sales were insignificant for the periods presented below. Certain corporate-level expenses are allocated to the operating segments.

Effective October 1, 2017, the Company made an organizational realignment of certain businesses comprising the Power & Control, Airframe and the Non-Aviation segments. Operating results for the thirteen and thirty-nine week periods ended July 1, 2017 and total assets as of September 30, 2017 were reclassified to conform to the presentation for the thirteen and thirty-nine week periods ended June 30, 2018.

The following table presents net sales by reportable segment (in thousands):

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
Net sales to external customers				
Power & Control	\$ 546,905	\$ 499,069	\$ 1,558,083	\$ 1,408,853
Airframe	398,596	362,871	1,101,771	1,072,044
Non-aviation	35,161	35,715	101,838	99,504
	<u>\$ 980,662</u>	<u>\$ 897,655</u>	<u>\$ 2,761,692</u>	<u>\$ 2,580,401</u>

The following table reconciles EBITDA As Defined by segment to consolidated income from continuing operations before income taxes (in thousands):

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
EBITDA As Defined				
Power & Control	\$ 288,202	\$ 262,855	\$ 808,539	\$ 708,601
Airframe	196,746	184,091	541,171	535,600
Non-aviation	11,075	11,908	30,392	32,576
Total segment EBITDA As Defined	<u>496,023</u>	<u>458,854</u>	<u>1,380,102</u>	<u>1,276,777</u>
Unallocated corporate expenses	8,882	11,266	28,305	26,319
Total Company EBITDA As Defined	<u>487,141</u>	<u>447,588</u>	<u>1,351,797</u>	<u>1,250,458</u>
Depreciation and amortization expense	33,925	36,367	95,534	109,076
Interest expense - net	167,577	152,141	489,776	445,986
Acquisition-related costs	10,381	4,484	16,940	30,804
Stock compensation expense	13,708	11,580	36,411	32,707
Refinancing costs	4,159	345	5,910	35,936
Other, net	(8,150)	6,824	3,534	5,982
Income from continuing operations before income taxes	<u>\$ 265,541</u>	<u>\$ 235,847</u>	<u>\$ 703,692</u>	<u>\$ 589,967</u>

The following table presents total assets by segment (in thousands):

	June 30, 2018	September 30, 2017
Total assets		
Power & Control	\$ 5,712,597	\$ 5,135,459
Airframe	3,977,451	3,923,172
Non-aviation	227,905	224,936
Corporate	1,886,524	614,594
Assets of discontinued operations	—	77,500
	<u>\$ 11,804,477</u>	<u>\$ 9,975,661</u>

The Company's sales principally originate from the United States, and the Company's long-lived assets are principally located in the United States.

13. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table presents the components of accumulated other comprehensive loss, net of taxes, for the thirty-nine week period ended June 30, 2018 (in thousands):

	Unrealized (loss) gain on derivatives designated and qualifying as cash flow hedges ⁽¹⁾	Defined benefit pension plan activity	Currency translation adjustment	Total
Balance at September 30, 2017	\$ (26,669)	\$ (16,365)	\$ (42,109)	\$ (85,143)
Current-period other comprehensive gain (loss)	63,742	—	(4,355)	59,387
Amounts reclassified from AOCI related to interest rate swap and cap agreements	2,039	—	—	2,039
Balance at June 30, 2018	<u>\$ 39,112</u>	<u>\$ (16,365)</u>	<u>\$ (46,464)</u>	<u>\$ (23,717)</u>

⁽¹⁾ Unrealized (loss) gain represents interest rate swap and cap agreements, net of taxes of \$(954) and \$5,002 for the thirteen week periods ended June 30, 2018 and July 1, 2017 and \$(25,679) and \$(19,425) for the thirty-nine week periods ended June 30, 2018 and July 1, 2017, respectively.

A summary of reclassifications out of accumulated other comprehensive loss for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 is provided below (in thousands):

Description of reclassifications out of accumulated other comprehensive loss	Amount reclassified	
	Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017
Amortization from redesignated interest rate swap and cap agreements ⁽¹⁾	\$ 2,816	\$ 2,870
Deferred tax benefit from redesignated interest rate swap and cap agreements	(777)	(1,072)
Losses reclassified into earnings, net of tax	<u>\$ 2,039</u>	<u>\$ 1,798</u>

⁽¹⁾ This component of accumulated other comprehensive loss is included in interest expense (see Note 11, “Derivatives and Hedging Activities,” for additional information).

14. DISCONTINUED OPERATIONS

In connection with the settlement of a Department of Justice investigation into the competitive effects of the acquisition, during the fourth quarter of 2017, the Company committed to dispose of the Schroth business. Therefore, Schroth was classified as held-for-sale in the fourth quarter of 2017. The results of operations of Schroth are reflected as discontinued operations in the accompanying consolidated financial statements for all periods presented. On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million, which includes a working capital adjustment of \$0.3 million that was settled on July 6, 2018. The Company previously acquired Schroth in February 2017 (refer to Note 3, “Acquisitions and Divestitures”).

The loss from discontinued operations was \$0.1 million and \$2.9 million in the condensed consolidated statements of income for the thirteen and thirty-nine week periods ended June 30, 2018. The loss from discontinued operations was \$0.8 million and \$1.0 million in the condensed consolidated statements of income for the thirteen and thirty-nine week periods ended July 1, 2017. Previously, in the fourth quarter of fiscal 2017, we recorded a \$32.0 million impairment charge to write down the Schroth assets to fair value. The impairment charge was based on an internal assessment of the recovery of Schroth's assets. The following is the summarized operating results for Schroth for the thirteen and thirty-nine week periods ended June 30, 2018 and July 1, 2017 (in thousands):

	Thirteen Week Period Ended		Thirty-Nine Week Period Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
Net sales	\$ —	\$ 10,012	\$ 11,808	\$ 14,516
(Loss) Income from discontinued operations before income taxes	—	(779)	354	(965)
Income tax benefit	—	—	2,016	—
(Loss) Income from discontinued operations, net of tax	—	(779)	2,370	(965)
Net loss on sale of discontinued operations, net of tax	(145)	—	(5,313)	—
Loss from discontinued operations	\$ (145)	\$ (779)	\$ (2,943)	\$ (965)

15. SUBSEQUENT EVENTS

On July 13, 2018, the Company acquired all of the outstanding stock of Skandia Inc. ("Skandia") for a total purchase price of approximately \$84 million, including the assumption of debt and subject to purchase price adjustments. The Company financed the acquisition with cash on hand. Skandia provides highly engineered seating foam, foam fabrication, flammability testing and acoustic solutions for the business jet market. Skandia will be included in TransDigm's Airframe segment. The Company expects that no goodwill recognized for the acquisition will be deductible for tax purposes.

On July 31, 2018, the Company amended the trade receivable securitization facility to extend the maturity date to July 31, 2019. In connection with the Company's amendment of the trade receivable securitization facility, the Company increased the borrowing capacity from \$300 million to \$350 million. As of June 30, 2018, the Company has borrowed \$300 million under the trade receivable securitization facility.

16. SUPPLEMENTAL GUARANTOR INFORMATION

TransDigm Inc.'s 2020 Notes, 2022 Notes, 2024 Notes, 2025 Notes and 6.375% 2026 Notes are jointly and severally guaranteed, on a senior subordinated basis, by TD Group, TransDigm UK Holdings plc ("TransDigm UK") and TransDigm Inc.'s Domestic Restricted Subsidiaries, as defined in the applicable Indentures. TransDigm UK's 6.875% 2026 Notes are jointly and severally guaranteed, on a senior subordinated basis, by TD Group, TransDigm Inc. and TransDigm Inc.'s Domestic Restricted Subsidiaries as defined in the applicable indenture. The following supplemental condensed consolidating financial information presents, in separate columns, the balance sheets of the Company as of June 30, 2018 and September 30, 2017 and its statements of income and comprehensive income and cash flows for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 for (i) TransDigm Group on a parent only basis with its investment in subsidiaries recorded under the equity method, (ii) TransDigm Inc. including its directly owned operations and non-operating entities, excluding TransDigm UK, (iii) TransDigm UK (iv) the Subsidiary Guarantors (other than TransDigm UK) on a combined basis, (v) Non-Guarantor Subsidiaries and (vi) the Company on a consolidated basis.

Separate financial statements of TransDigm Inc. are not presented because TransDigm Inc.'s 2020 Notes, 2022 Notes, 2024 Notes, 2025 Notes and 6.375% 2026 Notes are fully and unconditionally guaranteed on a senior subordinated basis by TD Group, TransDigm UK and all of TransDigm Inc.'s Domestic Restricted Subsidiaries and because TD Group has no significant operations or assets separate from its investment in TransDigm Inc.

Separate financial statements of TransDigm UK are not presented because TransDigm UK's 6.875% 2026 Notes, issued in May 2018, are fully and unconditionally guaranteed on a senior subordinated basis by TD Group, TransDigm Inc. and all of TransDigm Inc.'s Domestic Restricted Subsidiaries.

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING BALANCE SHEET
AS OF JUNE 30, 2018
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
ASSETS							
CURRENT ASSETS:							
Cash and cash equivalents	\$ 924	\$ 1,628,948	\$ 150	\$ 25	\$ 223,326	\$ —	\$ 1,853,373
Trade accounts receivable - Net	—	—	—	22,003	648,401	(12,236)	658,168
Inventories - Net	—	47,309	—	653,972	117,027	(3,057)	815,251
Prepaid expenses and other	—	26,406	—	21,188	11,016	—	58,610
Total current assets	924	1,702,663	150	697,188	999,770	(15,293)	3,385,402
INVESTMENT IN SUBSIDIARIES AND INTERCOMPANY BALANCES	(2,099,404)	10,325,919	1,096,125	8,600,056	2,177,711	(20,100,407)	—
PROPERTY, PLANT AND EQUIPMENT - NET	—	15,585	—	314,510	50,380	—	380,475
GOODWILL	—	128,764	—	5,419,486	660,997	—	6,209,247
OTHER INTANGIBLE ASSETS - NET	—	16,583	—	1,453,885	244,606	—	1,715,074
OTHER	—	79,366	—	29,159	5,754	—	114,279
TOTAL ASSETS	<u>\$ (2,098,480)</u>	<u>\$ 12,268,880</u>	<u>\$ 1,096,275</u>	<u>\$ 16,514,284</u>	<u>\$ 4,139,218</u>	<u>\$ (20,115,700)</u>	<u>\$ 11,804,477</u>
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY							
CURRENT LIABILITIES:							
Current portion of long-term debt	\$ —	\$ 75,793	\$ —	\$ —	\$ —	\$ —	\$ 75,793
Short-term borrowings - trade receivable securitization facility	—	—	—	—	299,956	—	299,956
Accounts payable	—	15,974	—	115,763	36,550	(12,350)	155,937
Accrued liabilities	—	109,607	4,679	124,531	46,667	—	285,484
Total current liabilities	—	201,374	4,679	240,294	383,173	(12,350)	817,170
LONG-TERM DEBT	—	12,024,770	491,240	—	—	—	12,516,010
DEFERRED INCOME TAXES	—	299,043	—	100	58,537	—	357,680
OTHER NON-CURRENT LIABILITIES	—	110,255	—	74,904	26,938	—	212,097
Total liabilities	—	12,635,442	495,919	315,298	468,648	(12,350)	13,902,957
STOCKHOLDERS' (DEFICIT) EQUITY	(2,098,480)	(366,562)	600,356	16,198,986	3,670,570	(20,103,350)	(2,098,480)
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY	<u>\$ (2,098,480)</u>	<u>\$ 12,268,880</u>	<u>\$ 1,096,275</u>	<u>\$ 16,514,284</u>	<u>\$ 4,139,218</u>	<u>\$ (20,115,700)</u>	<u>\$ 11,804,477</u>

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING BALANCE SHEET
AS OF SEPTEMBER 30, 2017
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
ASSETS							
CURRENT ASSETS:							
Cash and cash equivalents	\$ 2,416	\$ 439,473	\$ —	\$ (203)	\$ 208,875	\$ —	\$ 650,561
Trade accounts receivable - Net	—	—	—	25,069	652,807	(41,749)	636,127
Inventories - Net	—	47,051	—	571,712	114,018	(2,100)	730,681
Assets held-for-sale	—	—	—	6,428	71,072	—	77,500
Prepaid expenses and other	—	4,746	—	24,141	9,796	—	38,683
Total current assets	2,416	491,270	—	627,147	1,056,568	(43,849)	2,133,552
INVESTMENT IN SUBSIDIARIES AND INTERCOMPANY BALANCES	(2,953,620)	10,263,999	—	7,599,210	966,675	(15,876,264)	—
PROPERTY, PLANT AND EQUIPMENT - NET	—	16,032	—	261,434	47,458	—	324,924
GOODWILL	—	85,905	—	4,996,034	663,399	—	5,745,338
OTHER INTANGIBLE ASSETS - NET	—	27,620	—	1,438,006	252,236	—	1,717,862
OTHER	—	20,316	—	27,567	6,102	—	53,985
TOTAL ASSETS	\$ (2,951,204)	\$ 10,905,142	\$ —	\$ 14,949,398	\$ 2,992,438	\$ (15,920,113)	\$ 9,975,661
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY							
CURRENT LIABILITIES:							
Current portion of long-term debt	\$ —	\$ 69,454	\$ —	\$ —	\$ —	\$ —	\$ 69,454
Short-term borrowings - trade receivable securitization facility	—	—	—	—	299,587	—	299,587
Accounts payable	—	14,712	—	137,948	37,667	(41,566)	148,761
Accrued liabilities	—	180,916	—	103,902	51,070	—	335,888
Liabilities held-for-sale	—	—	—	—	17,304	—	17,304
Total current liabilities	—	265,082	—	241,850	405,628	(41,566)	870,994
LONG-TERM DEBT	—	11,393,620	—	—	—	—	11,393,620
DEFERRED INCOME TAXES	—	442,415	—	(99)	58,633	—	500,949
OTHER NON-CURRENT LIABILITIES	—	61,347	—	73,245	26,710	—	161,302
Total liabilities	—	12,162,464	—	314,996	490,971	(41,566)	12,926,865
STOCKHOLDERS' (DEFICIT) EQUITY	(2,951,204)	(1,257,322)	—	14,634,402	2,501,467	(15,878,547)	(2,951,204)
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY	\$ (2,951,204)	\$ 10,905,142	\$ —	\$ 14,949,398	\$ 2,992,438	\$ (15,920,113)	\$ 9,975,661

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING STATEMENT OF INCOME AND COMPREHENSIVE INCOME
FOR THE THIRTY-NINE WEEK PERIOD ENDED JUNE 30, 2018
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
NET SALES	\$ —	\$ 118,783	\$ —	\$ 2,243,838	\$ 459,571	\$ (60,500)	\$ 2,761,692
COST OF SALES	—	68,022	—	895,381	278,545	(60,500)	1,181,448
GROSS PROFIT	—	50,761	—	1,348,457	181,026	—	1,580,244
SELLING AND ADMINISTRATIVE EXPENSES	—	74,708	—	198,652	53,713	—	327,073
AMORTIZATION OF INTANGIBLE ASSETS	—	1,038	—	46,533	6,222	—	53,793
(LOSS) INCOME FROM OPERATIONS	—	(24,985)	—	1,103,272	121,091	—	1,199,378
INTEREST EXPENSE (INCOME) - NET	—	478,341	2,569	(4)	8,870	—	489,776
REFINANCING COSTS	—	5,839	71	—	—	—	5,910
EQUITY IN INCOME OF SUBSIDIARIES	(728,299)	(913,523)	—	—	—	1,641,822	—
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	728,299	404,358	(2,640)	1,103,276	112,221	(1,641,822)	703,692
INCOME TAX PROVISION	—	(323,941)	—	283,975	12,416	—	(27,550)
INCOME FROM CONTINUING OPERATIONS	728,299	728,299	(2,640)	819,301	99,805	(1,641,822)	731,242
(LOSS) INCOME FROM DISCONTINUED OPERATIONS, NET OF TAX	—	—	—	(2,310)	(633)	—	(2,943)
NET INCOME	\$ 728,299	\$ 728,299	\$ (2,640)	\$ 816,991	\$ 99,172	\$ (1,641,822)	\$ 728,299
OTHER COMPREHENSIVE INCOME, NET OF TAX	61,426	66,480	—	8,553	(15,123)	(59,910)	61,426
TOTAL COMPREHENSIVE INCOME	\$ 789,725	\$ 794,779	\$ (2,640)	\$ 825,544	\$ 84,049	\$ (1,701,732)	\$ 789,725

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING STATEMENT OF INCOME AND COMPREHENSIVE INCOME
FOR THE THIRTY-NINE WEEK PERIOD ENDED JULY 1, 2017
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
NET SALES	\$ —	\$ 102,467	\$ —	\$ 2,161,060	\$ 380,843	\$ (63,969)	\$ 2,580,401
COST OF SALES	—	56,826	—	897,838	235,393	(63,044)	1,127,013
GROSS PROFIT	—	45,641	—	1,263,222	145,450	(925)	1,453,388
SELLING AND ADMINISTRATIVE EXPENSES	69	73,480	—	195,700	41,428	—	310,677
AMORTIZATION OF INTANGIBLE ASSETS	—	635	—	64,072	6,115	—	70,822
(LOSS) INCOME FROM OPERATIONS	(69)	(28,474)	—	1,003,450	97,907	(925)	1,071,889
INTEREST EXPENSE (INCOME) - NET	—	452,867	—	(816)	(6,065)	—	445,986
REFINANCING COSTS	—	35,936	—	—	—	—	35,936
EQUITY IN INCOME OF SUBSIDIARIES	(443,498)	(984,479)	—	—	—	1,427,977	—
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	443,429	467,202	—	1,004,266	103,972	(1,428,902)	589,967
INCOME TAX PROVISION	—	23,704	—	116,846	5,023	—	145,573
INCOME FROM CONTINUING OPERATIONS	443,429	443,498	—	887,420	98,949	(1,428,902)	444,394
(LOSS) INCOME FROM DISCONTINUED OPERATIONS, NET OF TAX	—	—	—	(782)	(183)	—	(965)
NET INCOME	\$ 443,429	\$ 443,498	\$ —	\$ 886,638	\$ 98,766	\$ (1,428,902)	\$ 443,429
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX	37,091	32,569	—	16,985	6,753	(56,307)	37,091
TOTAL COMPREHENSIVE INCOME	\$ 480,520	\$ 476,067	\$ —	\$ 903,623	\$ 105,519	\$ (1,485,209)	\$ 480,520

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE THIRTY-NINE WEEK PERIOD ENDED JUNE 30, 2018
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	\$ —	\$ (291,416)	\$ 2,110	\$ 863,173	\$ 117,043	\$ —	\$ 690,910
INVESTING ACTIVITIES:							
Capital expenditures	—	(1,372)	—	(41,999)	(6,726)	—	(50,097)
Payments made in connection with acquisitions	—	(582,262)	—	—	—	—	(582,262)
Proceeds in connection with sale of discontinued operations	—	57,686	—	—	—	—	57,686
Net cash used in investing activities	—	(525,948)	—	(41,999)	(6,726)	—	(574,673)
FINANCING ACTIVITIES:							
Intercompany activities	14,035	1,392,169	(492,371)	(820,946)	(92,887)	—	—
Proceeds from exercise of stock options	40,621	—	—	—	—	—	40,621
Special dividend and dividend equivalent payments	(56,148)	—	—	—	—	—	(56,148)
Proceeds from term loans, net	—	12,779,772	—	—	—	—	12,779,772
Repayment on term loans	—	(12,155,198)	—	—	—	—	(12,155,198)
Proceeds from 6.875% 2026 Notes, net	—	—	490,411	—	—	—	490,411
Other	—	(9,904)	—	—	—	—	(9,904)
Net cash (used in) provided by financing activities	(1,492)	2,006,839	(1,960)	(820,946)	(92,887)	—	1,089,554
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	—	—	—	—	(2,979)	—	(2,979)
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,492)	1,189,475	150	228	14,451	—	1,202,812
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	2,416	439,473	—	(203)	208,875	—	650,561
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 924	\$ 1,628,948	\$ 150	\$ 25	\$ 223,326	\$ —	\$ 1,853,373

TRANSDIGM GROUP INCORPORATED
CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE THIRTY-NINE WEEK PERIOD ENDED JULY 1, 2017
(Amounts in thousands)

	TransDigm Group	TransDigm Inc.	TransDigm UK	Subsidiary Guarantors	Non- Guarantor Subsidiaries	Eliminations	Total Consolidated
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	\$ (69)	\$ (529,423)	\$ —	\$ 1,111,978	\$ (27,965)	\$ 695	\$ 555,216
INVESTING ACTIVITIES:							
Capital expenditures	—	(1,479)	—	(50,480)	(3,712)	—	(55,671)
Payments made in connection with acquisitions	—	(135,507)	—	—	—	—	(135,507)
Payments made in connection with acquisition of discontinued operations	—	(79,695)	—	—	—	—	(79,695)
Net cash used in investing activities	—	(216,681)	—	(50,480)	(3,712)	—	(270,873)
FINANCING ACTIVITIES:							
Intercompany activities	1,735,094	(751,701)	—	(1,064,658)	81,960	(695)	—
Proceeds from exercise of stock options	18,046	—	—	—	—	—	18,046
Special dividend and dividend equivalent payments	(1,376,034)	—	—	—	—	—	(1,376,034)
Treasury stock repurchased	(389,821)	—	—	—	—	—	(389,821)
Proceeds from term loans, net	—	1,132,755	—	—	—	—	1,132,755
Repayment on term loans	—	(48,453)	—	—	—	—	(48,453)
Cash tender and redemption of the 2021 Notes, including premium	—	(528,847)	—	—	—	—	(528,847)
Proceeds from additional 2025 Notes offering, net	—	300,517	—	—	—	—	300,517
Other	—	(10,777)	—	—	—	—	(10,777)
Net cash (used in) provided by financing activities	(12,715)	93,494	—	(1,064,658)	81,960	(695)	(902,614)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	—	—	—	—	1,833	—	1,833
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(12,784)	(652,610)	—	(3,160)	52,116	—	(616,438)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	13,560	1,421,251	—	8,808	143,375	—	1,586,994
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 776	\$ 768,641	\$ —	\$ 5,648	\$ 195,491	\$ —	\$ 970,556

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

Forward-looking Statements

The following discussion of the Company’s financial condition and results of operations should be read together with TD Group’s consolidated financial statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q. References in this section to “TransDigm,” “the Company,” “we,” “us,” “our,” and similar references refer to TD Group, TransDigm Inc. and TransDigm Inc.’s subsidiaries, unless the context otherwise indicates.

This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, in particular, the statements about the Company’s plans, strategies and prospects under this section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” When used in this Quarterly Report on Form 10-Q, the words “believe,” “may,” “will,” “should,” “expect,” “intend,” “plan,” “predict,” “anticipate,” “estimate” or “continue” and other words and terms of similar meaning are intended to identify forward-looking statements. Although the Company believes that its plans, intentions and expectations reflected in or suggested by such forward-looking statements are reasonable, such forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from the forward-looking statements made in this report. Many such factors are outside the control of the Company. Consequently, such forward-looking statements should be regarded solely as our current plans, estimates and beliefs. The Company does not undertake, and specifically declines, any obligation, to publicly release the results of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by these cautionary statements.

Important factors that could cause actual results to differ materially from the forward-looking statements made in this Quarterly Report on Form 10-Q include but are not limited to: the sensitivity of our business to the number of flight hours that our customers’ planes spend aloft and our customers’ profitability, both of which are affected by general economic conditions; future geopolitical or other worldwide events; cyber-security threats and natural disasters; our reliance on certain customers; the U.S. defense budget and risks associated with being a government supplier; failure to maintain government or industry approvals; failure to complete or successfully integrate acquisitions; our substantial indebtedness; potential environmental liabilities; increases in raw material costs, taxes and labor costs that cannot be recovered in product pricing; risks and costs associated with our international sales and operations; and other factors. Please refer to the other information included in this Quarterly Report on Form 10-Q and to Item 1A of the Annual Report on Form 10-K for additional information regarding the foregoing factors that may affect our business.

Overview

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

For the third quarter of fiscal 2018, we generated net sales of \$980.7 million and net income of \$217.2 million. EBITDA As Defined was \$487.1 million, or 49.7% of net sales. See the "Non-GAAP Financial Measures" section for certain information regarding EBITDA and EBITDA As Defined, including reconciliations of EBITDA and EBITDA As Defined to net income and net cash provided by operating activities.

Critical Accounting Policies and Estimates

The preparation and fair presentation of the consolidated unaudited interim financial statements and accompanying notes included in this report are the responsibility of management. The financial statements and footnotes have been prepared in accordance with U.S. generally accepted accounting principles for interim financial statements and contain certain amounts that were based upon management’s best estimates, judgments and assumptions that were believed to be reasonable under the circumstances. On an ongoing basis, we evaluate the accounting policies and estimates used to prepare financial statements. Estimates are based on historical experience, judgments and assumptions believed to be reasonable under current facts and circumstances. Actual amounts and results could differ from these estimates used by management.

A comprehensive discussion of the Company's critical accounting policies and management estimates and significant accounting policies followed in the preparation of the financial statements is included in Item 7 of our Annual Report on Form 10-K for the year ended September 30, 2017. There have been no significant changes in critical accounting policies, management estimates or accounting policies followed since the year ended September 30, 2017. Refer to Note 4, "Recent Accounting Pronouncements," for a discussion of accounting standards recently adopted or required to be adopted in future periods.

Acquisitions

Recent acquisitions are described in Note 3, "Acquisitions and Divestitures," and Note 15, "Subsequent Events," to the condensed consolidated financial statements included herein.

Results of Operations

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

	Thirteen Week Periods Ended			
	June 30, 2018	% of Sales	July 1, 2017	% of Sales
Net sales	\$ 980,662	100.0 %	\$ 897,655	100.0 %
Cost of sales	411,142	41.9 %	377,959	42.1 %
Selling and administrative expenses	113,019	11.5 %	108,104	12.0 %
Amortization of intangible assets	19,224	2.0 %	23,259	2.6 %
Income from operations	437,277	44.6 %	388,333	43.3 %
Interest expense, net	167,577	17.1 %	152,141	17.0 %
Refinancing costs	4,159	0.4 %	345	— %
Income tax provision	48,150	4.9 %	66,015	7.4 %
Income from continuing operations	\$ 217,391	22.2 %	\$ 169,832	18.9 %
Loss from discontinued operations, net of tax	(145)	— %	(779)	(0.1)%
Net income	\$ 217,246	22.2 %	\$ 169,053	18.8 %

	Thirty-Nine Week Periods Ended			
	June 30, 2018	% of Sales	July 1, 2017	% of Sales
Net sales	\$ 2,761,692	100.0 %	\$ 2,580,401	100.0 %
Cost of sales	1,181,448	42.8 %	1,127,013	43.7 %
Selling and administrative expenses	327,073	11.8 %	310,677	12.0 %
Amortization of intangible assets	53,793	2.0 %	70,822	2.8 %
Income from operations	1,199,378	43.4 %	1,071,889	41.5 %
Interest expense, net	489,776	17.7 %	445,986	17.3 %
Refinancing costs	5,910	0.2 %	35,936	1.4 %
Income tax provision	(27,550)	(1.0)%	145,573	5.6 %
Income from continuing operations	\$ 731,242	26.5 %	\$ 444,394	17.2 %
Loss from discontinued operations, net of tax	(2,943)	(0.1)%	(965)	— %
Net income	\$ 728,299	26.4 %	\$ 443,429	17.2 %

Changes in Results of Operations

Thirteen week period ended June 30, 2018 compared with the thirteen week period ended July 1, 2017

Total Company

- Net Sales.** Net organic sales and acquisition sales and the related dollar and percentage changes for the thirteen week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirteen Week Periods Ended		Change	% Change Total Sales
	June 30, 2018	July 1, 2017		
Organic sales	\$ 937.2	\$ 897.7	\$ 39.5	4.4%
Acquisition sales	43.5	—	43.5	4.8%
	<u>\$ 980.7</u>	<u>\$ 897.7</u>	<u>\$ 83.0</u>	<u>9.2%</u>

The increase in organic sales related to an increase in commercial aftermarket sales of \$22.3 million, or 7.0%, an increase in defense sales of \$16.4 million, or 5.6%, and an increase in commercial OEM sales of \$1.0 million, or 0.4%.

Acquisition sales represent sales of acquired businesses for the period up to one year subsequent to their acquisition dates. The amount of acquisition sales shown in the table above for the thirteen week period ended June 30, 2018 was attributable to Extant, Kirkhill, and the Third Quarter 2017 Acquisitions described in Note 3, "Acquisitions and Divestitures."

- Cost of Sales and Gross Profit.** Cost of sales increased by \$33.1 million, or 8.8%, to \$411.1 million for the thirteen week period ended June 30, 2018 compared to \$378.0 million for the thirteen week period ended July 1, 2017. Cost of sales and the related percentage of total sales for the thirteen week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirteen Week Periods Ended		Change	% Change
	June 30, 2018	July 1, 2017		
Cost of sales - excluding costs below	\$ 413.8	\$ 370.4	\$ 43.4	11.7 %
% of total sales	42.2 %	41.3%		
Foreign currency (gain) loss	(9.4)	6.3	(15.7)	(249.2)%
% of total sales	(1.0)%	0.7%		
Inventory purchase accounting adjustments	3.2	0.3	2.9	966.7 %
% of total sales	0.3 %	—%		
Acquisition integration costs	3.5	1.0	2.5	250.0 %
% of total sales	0.4 %	0.1%		
Total cost of sales	<u>\$ 411.1</u>	<u>\$ 378.0</u>	<u>\$ 33.1</u>	<u>8.8 %</u>
% of total sales	<u>41.9 %</u>	<u>42.1%</u>		
Gross profit	<u>\$ 569.5</u>	<u>\$ 519.7</u>	<u>\$ 49.8</u>	<u>9.6 %</u>
Gross profit percentage	<u>58.1 %</u>	<u>57.9%</u>		

The net increase in the dollar amount of cost of sales during the thirteen week period ended June 30, 2018 was primarily due to increased volume associated with the sales from acquisitions and organic sales growth from the commercial OEM, aftermarket and defense markets. Partially offsetting the net increase in cost of sales were gains in foreign currency as presented in the table above.

Gross profit as a percentage of sales increased by 0.2 percentage points to 58.1% for the thirteen week period ended June 30, 2018 from 57.9% for the thirteen week period ended July 1, 2017. The dollar amount of gross profit increased by \$49.8 million, or 9.6%, for the quarter ended June 30, 2018 compared to the comparable quarter in the prior year due to the following items:

- Gross profit on the sales from the acquisitions indicated above (excluding acquisition-related costs) was approximately \$16.2 million for the quarter ended June 30, 2018, which represented gross profit of approximately 37.2% of the acquisition sales.
- Organic sales growth as described above, application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure, and providing highly engineered value-added products to customers) and positive leverage on our fixed overhead costs spread over a higher production volume resulted in a net increase in gross profit of approximately \$23.3 million for the quarter ended June 30, 2018.

- Further increases in gross profit were due to \$15.7 million in foreign currency gains, particularly due to the U.S. dollar appreciating against the Euro. Slightly offsetting the increases in gross profit was an increase of \$2.9 million in inventory purchase accounting adjustments and an increase of \$2.5 million in acquisition integration costs.
- Selling and Administrative Expenses.** Selling and administrative expenses increased by \$4.9 million to \$113.0 million, or 11.5% of sales, for the thirteen week period ended June 30, 2018 from \$108.1 million, or 12.0% of sales, for the thirteen week period ended July 1, 2017. Selling and administrative expenses and the related percentage of total sales for the thirteen week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirteen Week Periods Ended		Change	% Change
	June 30, 2018	July 1, 2017		
Selling and administrative expenses - excluding costs below	\$ 97.0	\$ 94.6	\$ 2.4	2.5%
% of total sales	9.9%	10.5%		
Stock compensation expense	12.3	10.4	1.9	18.3%
% of total sales	1.2%	1.2%		
Acquisition-related expenses	3.7	3.1	0.6	19.4%
% of total sales	0.4%	0.3%		
Total selling and administrative expenses	<u>\$ 113.0</u>	<u>\$ 108.1</u>	<u>\$ 4.9</u>	<u>4.5%</u>
% of total sales	11.5%	12.0%		

The increase in the dollar amount of selling and administrative expenses during the quarter ended June 30, 2018 is primarily due to higher selling and administrative expenses from the recent acquisitions of \$3.9 million which was approximately 8.9% of acquisition sales, higher stock compensation expense of approximately \$1.9 million, and higher acquisition-related expenses of \$0.6 million.

- Amortization of Intangible Assets.** Amortization of intangible assets was \$19.2 million for the quarter ended June 30, 2018 compared to \$23.3 million in the quarter ended July 1, 2017. The decrease in amortization expense of \$4.1 million was primarily due to the order backlog recorded in connection with the Young & Franklin/Tactair and Data Device Corporation acquisitions becoming fully amortized prior to fiscal 2018. This was partially offset by amortization expense on the definite-lived intangible assets (i.e., technology and order backlog) recorded in connection with the fiscal 2018 acquisitions of Extant and Kirkhill.
- Refinancing Costs.** Refinancing costs of \$4.2 million were recorded for the quarter ended June 30, 2018 which related to the third quarter debt refinancing activity described in Note 8, "Debt." Refinancing costs of \$0.3 million were recorded for the quarter ended July 1, 2017 representing debt issuance costs expensed in connection with the debt financing activity during the previous fiscal year.
- Interest Expense-net.** Interest expense-net includes interest on borrowings outstanding, amortization of debt issuance costs, original issue discount and premium and revolving credit facility fees slightly offset by interest income. Interest expense-net increased \$15.5 million, or 10.2%, to \$167.6 million for the quarter ended June 30, 2018 from \$152.1 million for the comparable quarter last year. The net increase in interest expense-net was primarily due to an increase in the weighted average level of outstanding borrowings, which was approximately \$12.4 billion for the quarter ended June 30, 2018 and approximately \$11.2 billion for the quarter ended July 1, 2017. The increase in weighted average level of borrowings was primarily due to the activity in the third fiscal quarter of 2018 activity consisting of issuing additional term loans of \$700 million (gross), issuing \$500 million in new 6.875% 2026 Notes, the additional \$100 million drawn on the trade receivable securitization facility in the fourth quarter of fiscal 2017 and the additional net debt financing of \$575 million in the fourth quarter of fiscal 2017. The increases in new debt described above were partially offset by principal payments on the term loans over the comparable period. The weighted average interest rate for cash interest payments on total borrowings outstanding at June 30, 2018 was 5.2%.
- Income Taxes.** Income tax expense as a percentage of income before income taxes was approximately 18.1% for the quarter ended June 30, 2018 compared to 28.0% for the quarter ended July 1, 2017. The Company's lower effective tax rate for the thirteen week period ended June 30, 2018 was primarily due to a reduction in the U.S. federal corporate tax rate that was enacted in the Tax Cuts and Jobs Act which reduced the tax rate from 35% to 21%. As a result, the blended statutory tax rate for the year is 24.5%. Also contributing to the lower effective tax rate was the impact of excess tax benefits from share based payments.
- Loss from Discontinued Operations.** On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million which includes a working capital adjustment of \$0.3 million that was settled in July 2018. The loss from discontinued operations was \$0.1 million for the quarter ended June 30, 2018. Refer to Note 14, "Discontinued Operations," for further information. The loss from discontinued operations was \$0.8 million for the quarter ended July 1, 2017.

- **Net Income.** Net income increased \$48.1 million, or 28.5%, to \$217.2 million for the quarter ended June 30, 2018 compared to net income of \$169.1 million for the quarter ended July 1, 2017, primarily as a result of the factors referred to above.
- **Earnings per Share.** Basic and diluted earnings per share was \$3.91 for the quarter ended June 30, 2018 and \$3.08 per share for the quarter ended July 1, 2017. For the quarter ended July 1, 2017, basic and diluted earnings (loss) per share from continuing operations and discontinued operations were \$3.09 and \$(0.01), respectively. There was no impact on earnings per share from discontinued operations for the quarter ended June 30, 2018.

Business Segments

Effective October 1, 2017, the Company made an organizational realignment of certain businesses comprising the Power & Control, Airframe, and the Non-Aviation segments. Operating results for the thirteen week period ended July 1, 2017 were reclassified to conform to the presentation for the thirteen week period ended June 30, 2018.

- **Segment Net Sales.** Net sales by segment for the thirteen week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirteen Week Periods Ended					
	June 30, 2018	% of Sales	July 1, 2017	% of Sales	Change	% Change
Power & Control	\$ 546.9	55.8%	\$ 499.1	55.6%	\$ 47.8	9.6 %
Airframe	398.6	40.6%	362.9	40.4%	35.7	9.8 %
Non-aviation	35.2	3.6%	35.7	4.0%	(0.5)	(1.4)%
	<u>\$ 980.7</u>	<u>100.0%</u>	<u>\$ 897.7</u>	<u>100.0%</u>	<u>\$ 83.0</u>	<u>9.2 %</u>

Acquisition sales for the Power & Control segment totaled \$19.0 million, an increase of 3.8%, resulting from the acquisition of Extant and the Third Quarter 2017 Acquisitions. Organic sales for the Power & Control segment increased \$28.8 million, an increase of 5.8%, for the thirteen week period ended June 30, 2018 compared to the thirteen week period ended July 1, 2017. The organic sales increase resulted from increases in commercial aftermarket sales (\$4.3 million, an increase of 2.7%), defense sales (\$20.1 million, an increase of 9.3%), and commercial OEM sales (\$4.0 million, an increase of 3.5%).

Acquisition sales for the Airframe segment totaled \$24.5 million, or an increase of 6.8%, resulting from the acquisition of Kirkhill. Organic sales for the Airframe segment increased \$11.2 million, an increase of 3.1%, for the thirteen week period ended June 30, 2018 compared to the thirteen week period ended July 1, 2017. The organic sales increase primarily resulted from an increase in commercial aftermarket sales (\$17.9 million, an increase of 11.2%) offset by a decrease in commercial OEM sales (\$3.0 million, a decrease of 2.4%) and defense sales (\$3.7 million, a decrease of 4.8%).

- **EBITDA As Defined.** EBITDA As Defined by segment for the thirteen week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirteen Week Periods Ended					
	June 30, 2018	% of Segment Sales	July 1, 2017	% of Segment Sales	Change	% Change
Power & Control	\$ 288.2	52.7%	\$ 262.9	52.7%	\$ 25.3	9.6 %
Airframe	196.7	49.4%	184.1	50.7%	12.6	6.8 %
Non-aviation	11.1	31.5%	11.9	33.3%	(0.8)	(6.7)%
	<u>\$ 496.0</u>	<u>50.6%</u>	<u>\$ 458.9</u>	<u>51.1%</u>	<u>\$ 37.1</u>	<u>8.1 %</u>

EBITDA As Defined for the Power & Control segment from the acquisition of Extant and the Third Quarter 2017 Acquisitions was approximately \$8.7 million for the thirteen week period ended June 30, 2018. Organic EBITDA As Defined for the Power & Control segment increased approximately \$16.6 million, an increase of 6.3%, resulting from organic sales growth in the commercial aftermarket, defense and commercial OEM markets, application of our three core value-driven operating strategies, and positive leverage on our fixed overhead costs spread over a higher production volume.

EBITDA As Defined for the Airframe segment from the acquisition of Kirkhill was approximately \$4.7 million for the thirteen week period ended June 30, 2018. Organic EBITDA As Defined for the Airframe segment increased approximately \$7.9 million, an increase of 4.3%, resulting from organic sales growth in the commercial aftermarket and application of our three core value-driven operating strategies, and positive leverage on our fixed overhead costs spread over a higher production volume.

Thirty-nine week period ended June 30, 2018 compared with the thirty-nine week period ended July 1, 2017
Total Company

- **Net Sales.** Net organic sales and acquisition sales and the related dollar and percentage changes for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirty-Nine Week Periods Ended		Change	% Change Total Sales
	June 30, 2018	July 1, 2017		
Organic sales	\$ 2,700.7	\$ 2,580.4	\$ 120.3	4.7%
Acquisition sales	61.0	—	61.0	2.3%
	<u>\$ 2,761.7</u>	<u>\$ 2,580.4</u>	<u>\$ 181.3</u>	<u>7.0%</u>

Organic commercial aftermarket and defense sales increased \$92.7 million, or 10.3% and \$24.0 million, or 2.8%, respectively, for the thirty-nine week period ended June 30, 2018 compared to the thirty-nine week period ended July 1, 2017. These increases were slightly offset by a decrease in organic commercial OEM sales of \$4.9 million, or 0.7%.

Acquisition sales represent sales of acquired businesses for the period up to one year subsequent to their acquisition dates. The amount of acquisition sales shown in the table above was attributable to Extant, Kirkhill, and the Third Quarter 2017 Acquisitions described in Note 3, "Acquisitions and Divestitures."

- **Cost of Sales and Gross Profit.** Cost of sales increased by \$54.4 million, or 4.8%, to \$1,181.4 million for the thirty-nine week period ended June 30, 2018 compared to \$1,127.0 million for the thirty-nine week period ended July 1, 2017. Cost of sales and the related percentage of total sales for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirty-Nine Week Periods Ended		Change	% Change
	June 30, 2018	July 1, 2017		
Cost of sales - excluding costs below	\$ 1,172.4	\$ 1,101.4	\$ 71.0	6.4 %
% of total sales	42.4 %	42.7%		
Inventory purchase accounting adjustments	3.2	19.7	(16.5)	(83.8)%
% of total sales	0.1 %	0.8%		
Foreign currency (gain) loss	(1.2)	3.4	(4.6)	(135.3)%
% of total sales	— %	0.1%		
Acquisition integration costs	7.0	2.5	4.5	180.0 %
% of total sales	0.3 %	0.1%		
Total cost of sales	<u>\$ 1,181.4</u>	<u>\$ 1,127.0</u>	<u>\$ 54.4</u>	<u>4.8 %</u>
% of total sales	<u>42.8 %</u>	<u>43.7%</u>		
Gross profit	<u>\$ 1,580.2</u>	<u>\$ 1,453.4</u>	<u>\$ 126.8</u>	<u>8.7 %</u>
Gross profit percentage	<u>57.2 %</u>	<u>56.3%</u>		

The net increase in the dollar amount of cost of sales during the thirty-nine week period ended June 30, 2018 was primarily due to increased volume associated with the sales from acquisitions and organic sales growth from the commercial aftermarket and defense market. Further increases in gross profit were due to lower inventory purchase accounting adjustments and favorable foreign currency movement, particularly due to the U.S. dollar appreciating against the Euro. Slightly offsetting the increases in gross profit were higher acquisition integration costs as presented in the table above.

Gross profit as a percentage of sales increased by 0.9 percentage points to 57.2% for the thirty-nine week period ended June 30, 2018 from 56.3% for the thirty-nine week period ended July 1, 2017. The dollar amount of gross profit increased by \$126.8 million, or 8.7%, for the thirty-nine week period ended June 30, 2018 compared to the thirty-nine week period in the prior year due to the following items:

- Gross profit on the sales from the acquisitions indicated above (excluding acquisition-related costs) was approximately \$26.4 million for the thirty-nine week period ended June 30, 2018, which represented gross profit of approximately 43.4% of the acquisition sales.
- Organic sales growth described above, application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure, and providing highly engineered value-added products to customers) and positive leverage on our fixed overhead costs spread over a higher production volume resulted in a net increase in gross profit of approximately \$83.8 million for the thirty-nine week period ended June 30, 2018.

- Also contributing to the increase in gross profit were lower inventory purchase accounting adjustments of \$16.5 million and \$4.6 million in favorable foreign currency movement, particularly due to the U.S. dollar appreciating against the Euro. Partially offsetting these increases is an increase in acquisition integration costs of \$4.5 million for the thirty-nine week period ended June 30, 2018.
- Selling and Administrative Expenses.** Selling and administrative expenses increased by \$16.4 million to \$327.1 million, or 11.8% of sales, for the thirty-nine week period ended June 30, 2018 from \$310.7 million, or 12.0% of sales, for the thirty-nine week period ended July 1, 2017. Selling and administrative expenses and the related percentage of total sales for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirty-Nine Week Periods Ended		Change	% Change
	June 30, 2018	July 1, 2017		
Selling and administrative expenses - excluding costs below	\$ 287.5	\$ 272.7	\$ 14.8	5.4 %
% of total sales	10.4%	10.6%		
Stock compensation expense	32.8	29.4	3.4	11.6 %
% of total sales	1.2%	1.1%		
Acquisition-related expenses	6.8	8.6	(1.8)	(20.9)%
% of total sales	0.2%	0.3%		
Total selling and administrative expenses	<u>\$ 327.1</u>	<u>\$ 310.7</u>	<u>\$ 16.4</u>	5.3 %
% of total sales	11.8%	12.0%		

The increase in the dollar amount of selling and administrative expenses during the thirty-nine week period ended June 30, 2018 is primarily due to higher selling and administration expenses from the recent acquisitions of \$6.6 million which was approximately 10.8% of acquisition sales and an increase of \$3.4 million in stock compensation expense, partially offset by a \$1.8 million decrease in acquisition-related expenses.

- Amortization of Intangible Assets.** Amortization of intangible assets was \$53.8 million for the thirty-nine week period ended June 30, 2018 compared to \$70.8 million in the thirty-nine week period ended July 1, 2017. The decrease in amortization expense of \$17.0 million was primarily due to the order backlog recorded in connection with the Young & Franklin/Tactair and Data Device Corporation acquisitions becoming fully amortized prior to fiscal 2018. This was slightly offset by amortization expense on the definite-lived intangible assets (i.e., technology and order backlog) recorded in connection with the Extant, Kirkhill, and the Third Quarter 2017 acquisitions.
- Refinancing Costs.** Refinancing costs of \$5.9 million were recorded for the thirty-nine week period ended June 30, 2018, which related to the fiscal 2018 debt refinancing activity described in Note 8, "Debt." Refinancing costs of \$35.9 million were recorded for the thirty-nine week period ended July 1, 2017 representing debt issuance costs expensed in connection with the debt financing activity during the first and second quarters of the previous year, which primarily consisted of \$28.8 million in premium paid on the redemption of the 2021 Notes and the write-off of \$3.1 million in unamortized debt issuance costs, along with \$3.6 million of debt issuance costs related to an additional issuance of our existing 2025 Notes.
- Interest Expense-net.** Interest expense-net includes interest on borrowings outstanding, amortization of debt issuance costs, original issue discount and premium and revolving credit facility fees slightly offset by interest income. Interest expense-net increased \$43.8 million, or 9.8%, to \$489.8 million for the thirty-nine week period ended June 30, 2018 from \$446.0 million for the comparable thirty-nine week period last year. The net increase in interest expense-net was primarily due to an increase in the weighted average level of outstanding borrowings, which was approximately \$12.5 billion for the thirty-nine week period ended June 30, 2018 and approximately \$11.3 billion for the thirty-nine week period ended July 1, 2017. The increase in weighted average level of borrowings was primarily due to the activity in the third fiscal quarter of 2018 consisting of issuing additional term loans of \$700 million (gross) and issuing \$500 million in new 6.875% 2026 senior subordinated notes, the additional \$100 million drawn on the trade receivable securitization facility in the fourth quarter of fiscal 2017 and the additional net debt financing of \$575 million in the fourth quarter of fiscal 2017. The increases in new debt described above was partially offset by principal payments on the term loans over the comparable period. The weighted average interest rate for cash interest payments on total borrowings outstanding at June 30, 2018 was 5.2%.
- Income Taxes.** Income tax expense as a percentage of income before income taxes was approximately (3.9)% for the thirty-nine week period ended June 30, 2018 compared to 24.7% for the thirty-nine week period ended July 1, 2017. The Company's lower effective tax rate for the thirty-nine week period ended June 30, 2018 was due to the reduction in the U.S. federal corporate tax rate as well as the discrete adjustment related to the enactment of the Tax Cuts and Jobs Act described in Note 9, "Income Taxes" and excess tax benefits from share based payments.
- Loss from Discontinued Operations.** On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million which includes a working capital adjustment of \$0.3 million that was settled in July 2018. The loss from discontinued operations was \$2.9

million for the thirty-nine week period ended June 30, 2018. Refer to Note 14, “Discontinued Operations,” for further details. The loss from discontinued operations was \$1.0 million for the thirty-nine week period ended July 1, 2017.

- **Net Income.** Net income increased \$284.9 million, or 64.2%, to \$728.3 million for the thirty-nine week period ended June 30, 2018 compared to net income of \$443.4 million for the thirty-nine week period ended July 1, 2017, primarily as a result of the factors referred to above.
- **Earnings per Share.** Basic and diluted earnings per share was \$12.09 for the thirty-nine week period ended June 30, 2018 and \$6.23 per share for the thirty-nine week period ended July 1, 2017. For the thirty-nine week period ended June 30, 2018, basic and diluted earnings (loss) per share from continuing operations and discontinued operations were \$12.14 and \$(0.05), respectively. Net income for the thirty-nine week period ended June 30, 2018 of \$728.3 million was decreased by dividend equivalent payments of \$56.1 million, or \$1.01 per share, resulting in net income available to common shareholders of \$672.2 million, or \$12.09 per share. For the thirty-nine week period ended July 1, 2017, basic and diluted earnings (loss) per share from continuing operations and discontinued operations were \$6.25 and \$(0.02), respectively. Net income for the thirty-nine week period ended July 1, 2017 of \$443.4 million was decreased by an allocation of dividends on participating securities of \$96.0 million, or \$1.72 per share, resulting in net income available to common shareholders of \$347.5 million, or \$6.23 per share.

Business Segments

- **Segment Net Sales.** Net sales by segment for the thirty-nine week period ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirty-Nine Week Periods Ended					
	June 30, 2018	% of Sales	July 1, 2017	% of Sales	Change	% Change
Power & Control	\$ 1,558.1	56.4%	\$ 1,408.9	54.6%	\$ 149.2	10.6%
Airframe	1,101.8	39.9%	1,072.0	41.5%	29.8	2.8%
Non-aviation	101.8	3.7%	99.5	3.9%	2.3	2.3%
	<u>\$ 2,761.7</u>	<u>100.0%</u>	<u>\$ 2,580.4</u>	<u>100.0%</u>	<u>\$ 181.3</u>	<u>7.0%</u>

Acquisition sales for the Power & Control segment totaled \$36.5 million, or an increase of 2.6%, resulting from the acquisition of Extant and the Third Quarter 2017 Acquisitions. Organic sales for the Power & Control segment increased \$112.7 million, an increase of 8.0%, for the thirty-nine week period ended June 30, 2018 compared to the thirty-nine week period ended July 1, 2017. The organic sales increase resulted primarily from an increase in commercial aftermarket sales (\$46.1 million, an increase of 10.6%), defense sales (\$42.0 million, an increase of 6.7%) and an increase in commercial OEM sales (\$20.0 million, an increase of 6.3%).

Acquisition sales for the Airframe segment totaled \$24.5 million, or an increase of 2.3%, resulting from the acquisition of Kirkhill. Organic sales for the Airframe business increased \$5.3 million, an increase of 0.5%, for the thirty-nine week period ended June 30, 2018 compared to the thirty-nine week period ended July 1, 2017. The organic sales increase was primarily driven by an increase in commercial aftermarket sales (\$46.6 million, an increase of 10.1%) that was offset by decreases in defense sales (\$18.4 million, a decrease of 7.9%) and commercial OEM sales (\$22.8 million, a decrease of 6.2%).

- **EBITDA As Defined.** EBITDA As Defined by segment for the thirty-nine week periods ended June 30, 2018 and July 1, 2017 were as follows (amounts in millions):

	Thirty-Nine Week Periods Ended					
	June 30, 2018	% of Segment Sales	July 1, 2017	% of Segment Sales	Change	% Change
Power & Control	\$ 808.5	51.9%	\$ 708.6	50.3%	\$ 99.9	14.1 %
Airframe	541.2	49.1%	535.6	50.0%	5.6	1.0 %
Non-aviation	30.4	29.8%	32.6	32.7%	(2.2)	(6.7)%
	<u>\$ 1,380.1</u>	<u>50.0%</u>	<u>\$ 1,276.8</u>	<u>49.5%</u>	<u>\$ 103.3</u>	<u>8.1 %</u>

EBITDA As Defined for the Power & Control segment from the acquisition of Extant and the Third Quarter 2017 Acquisitions was approximately \$16.6 million for the thirty-nine week period ended June 30, 2018. Organic EBITDA As Defined increased approximately \$83.3 million, an increase of 11.8%, resulting from organic sales growth in commercial aftermarket sales, commercial OEM sales and defense sales, as well as the application of our three core value-driven operating strategies, and positive leverage on our fixed overhead costs spread over a higher production volume.

EBITDA As Defined for the Airframe segment from the acquisition of Kirkhill was approximately \$4.7 million for the thirty-nine week period ended June 30, 2018. Organic EBITDA as Defined for the Airframe segment was mostly flat as it increased approximately \$0.9 million, an increase of 0.2%. Organic EBITDA As Defined was mostly flat as a result of the decrease in

commercial OEM sales and defense sales offsetting the organic sales growth in commercial aftermarket sales and the impact of the application of our three core value-driven operating strategies.

Backlog

As of June 30, 2018, the Company estimated its sales order backlog at \$2,018 million compared to an estimated sales order backlog of \$1,601 million as of July 1, 2017. The increase in backlog is primarily due to growth from acquisitions and organic growth in the defense market. The majority of the purchase orders outstanding as of June 30, 2018 are scheduled for delivery within the next twelve months. Purchase orders may be subject to cancellation or deferral by the customer prior to shipment. The level of unfilled purchase orders at any given date during the year will be materially affected by the timing of the Company's receipt of purchase orders and the speed with which those orders are filled. Accordingly, the Company's backlog as of June 30, 2018 may not necessarily represent the actual amount of shipments or sales for any future period.

Foreign Operations

Although we manufacture a significant portion of our products in the United States, we manufacture some products in Belgium, China, Germany, Hungary, Japan, Malaysia, Mexico, Norway, Sri Lanka, Sweden, and the United Kingdom. We sell our products in the United States as well as in foreign countries. Although the majority of sales of our products are made to customers (including distributors) located in the United States, our products are ultimately sold to and used by customers, including airlines and other end users of aircraft, throughout the world. A number of risks inherent in international operations could have a material adverse effect on our results of operations, including currency fluctuations, difficulties in staffing and managing multi-national operations, general economic and political uncertainties and potential for social unrest in countries in which we operate, limitations on our ability to enforce legal rights and remedies, restrictions on the repatriation of funds, change in trade policies, tariff regulation, difficulties in obtaining export and import licenses and the risk of government financed competition.

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

Liquidity and Capital Resources

We have historically maintained a capital structure comprising a mix of equity and debt financing. We vary our leverage both to optimize our equity return and to pursue acquisitions. We expect to meet our current debt obligations as they come due through internally generated funds from current levels of operations and/or through refinancing in the debt markets prior to the maturity dates of our debt.

We continually evaluate our debt facilities to assess whether they most efficiently and effectively meet the current and future needs of our business. The Company evaluates from time to time the appropriateness of its current leverage, taking into consideration the Company's debt holders, equity holders, credit ratings, acquisition opportunities and other factors.

If the Company has excess cash, it generally prioritizes allocating the excess cash in the following manner: (1) capital spending at existing businesses, (2) acquisitions of businesses, (3) payment of a special dividend and/or repurchases of our common stock and (4) prepayment of indebtedness or repurchase of debt. Whether the Company undertakes common stock repurchases or other aforementioned activities will depend on prevailing market conditions, the Company's liquidity requirements, contractual restrictions and other factors. The amounts involved may be material. In addition, the Company may issue additional debt if prevailing market conditions are favorable to doing so.

In connection with the continued application of our three core value-driven operating strategies (obtaining profitable new business, continually improving our cost structure and providing highly engineered value-added products to customers), we expect our efforts will continue to generate strong margins and provide more than sufficient cash provided by operating activities to meet our interest obligations and liquidity needs. We believe our cash provided by operating activities and available borrowing capacity will enable us to make opportunistic investments in our own stock, make strategic business combinations and/or pay dividends to our shareholders.

In the future, the Company may increase its borrowings in connection with acquisitions, if cash flows from operating activities become insufficient to fund current operations or for other short-term cash needs or for stock repurchases or special dividends. Our future leverage will also be impacted by the then current conditions of the credit markets.

Operating Activities. The Company generated \$690.9 million of net cash from operating activities during the thirty-nine week period ended June 30, 2018 compared to \$555.2 million during the thirty-nine week period ended July 1, 2017. The net increase of \$135.7 million is primarily attributable to an increase in income from continuing operations of approximately \$117 million (excluding the non-cash effects of the adjustments resulting from the Tax Cuts and Jobs Act (approximately \$170 million)).

The change in accounts receivable during the thirty-nine week period ended June 30, 2018 was a use of cash of \$0.9 million compared to a use of cash of \$21.2 million during the thirty-nine week period ended July 1, 2017. The decrease in the use of cash of \$20.3 million is attributable to the higher rate of collections of accounts receivable in fiscal year 2018 compared fiscal 2017.

The change in inventories during the thirty-nine week period ended June 30, 2018 was a use of cash of \$22.0 million compared to a use of cash of \$0.3 million during the thirty-nine week period ended July 1, 2017. The increase in the use of cash of \$21.7 million is primarily attributable to an increase in raw material and component purchases in response to the growth in backlog of expected shipments during the fourth quarter of fiscal 2018.

The change in accounts payable during the thirty-nine week period ended June 30, 2018 was a source of cash of \$0.7 million compared to a use of cash of \$12.3 million during the thirty-nine week period ended July 1, 2017. The decrease in the use of cash of \$13.0 million was primarily attributable to the timing of payments to vendors in connection with continued efforts to improve working capital management.

Investing Activities. Net cash used in investing activities was \$574.7 million during the thirty-nine week period ended June 30, 2018 consisting of capital expenditures of \$50.1 million and payments for acquisitions of \$582.3 million which primarily consisted of the Kirkhill (\$49.3 million) and Extant (\$532.5 million) acquisitions. The uses of cash related to investing activities was partially offset by the cash proceeds received from the sale of Schroth of \$57.7 million.

Net cash used in investing activities of \$270.9 million during the thirty-nine week period ended July 1, 2017 was comprised of capital expenditures of \$55.7 million and acquisition activities of \$215.2 million, which primarily consisted of \$105.5 million for the purchases of the Third Quarter 2017 acquisitions, \$79.7 million for the acquisition of Schroth, and \$28.7 million for the cash settlement of the Breeze-Eastern dissenting shares litigation.

Financing Activities. Net cash provided by financing activities during the thirty-nine week period ended June 30, 2018 was \$1,089.6 million. The source of cash was primarily due to the net proceeds of \$678.6 million from the fiscal 2018 term loan activity and the net proceeds of \$490.4 million from the issuance of the 6.875% 2026 Notes in the third quarter of fiscal 2018, along with \$40.6 million in proceeds from stock option exercises. Partially offsetting these sources of cash was \$56.1 million in dividend equivalent payments and \$54.0 million in debt service payments on term loans.

Net cash used in financing activities during the thirty-nine week period ended July 1, 2017 was \$902.6 million. The use of cash was primarily related to the aggregate payment of \$1,376.0 million for a \$24.00 per share special dividend and dividend equivalent payments, redemption and related premium paid on the 2021 Notes aggregating to \$528.8 million, \$389.8 million related to treasury stock purchases under the Company's share repurchase program, and \$48.5 million in debt service payments on term loans. Slightly offsetting the uses of cash were net proceeds from the 2017 term loans and the additional 2025 Notes offering of \$1,132.8 million and \$300.5 million, respectively, and \$18.0 million in proceeds from stock option exercises.

Description of Senior Secured Term Loans and Indentures

Senior Secured Term Loans Facility

TransDigm has \$7,619.0 million in fully drawn term loans (the "Term Loans Facility") and a \$600.0 million revolving credit facility. The Term Loans Facility consists of three tranches of term loans as follows (aggregate principal amount disclosed is as of June 30, 2018):

Term Loans Facility	Aggregate Principal	Maturity Date	Interest Rate
Tranche E	\$2,249.4 million	May 30, 2025	LIBO rate + 2.5%
Tranche F	\$3,568.8 million	June 9, 2023	LIBO rate + 2.5%
Tranche G	\$1,800.8 million	August 22, 2024	LIBO rate + 2.5%

The Term Loans Facility requires quarterly aggregate principal payments of \$19.1 million. The revolving commitments consist of two tranches which includes up to \$99.4 million of multicurrency revolving commitments. At June 30, 2018, the Company had \$14.6 million in letters of credit outstanding and \$585.4 million in borrowings available under the revolving commitments.

The interest rates per annum applicable to the loans under the Credit Agreement will be, at TransDigm's option, equal to either an alternate base rate or an adjusted LIBO rate for one, two, three or six-month (or to the extent agreed to by each relevant lender, nine or twelve-month) interest periods chosen by TransDigm, in each case plus an applicable margin percentage. The adjusted LIBO rate related to the tranche E, tranche F and tranche G term loans are subject to a floor of 0%. For the thirty-nine week period ended June 30, 2018, the applicable interest rates ranged from approximately 4.1% to 5.1% on the existing term loans. Interest rate swaps and caps used to hedge and offset, respectively, the variable interest rates on the credit facility are described in Note 11, "Derivatives and Hedging Activities," to the condensed consolidated financial statements included herein.

Recent Amendments to the Credit Agreement

On August 22, 2017, the Company entered into Amendment No. 3 and Incremental Term Loan Assumption Agreement to the Second Amended and Restated Credit Agreement (“Amendment No. 3”). Pursuant to Amendment No. 3, TransDigm, among other things, incurred the new tranche G term loans in an aggregate principal amount equal to approximately \$1.8 billion and repaid in full all of the tranche C term loans outstanding under the Restated Credit Agreement. The tranche G term loans were fully drawn on August 22, 2017. The tranche G term loans mature on August 22, 2024. The terms and conditions (other than maturity date and pricing) that apply to the tranche G term loans are substantially the same as the terms and conditions that applied to the tranche C term loans immediately prior to Amendment No. 3.

On November 30, 2017, the Company entered into Amendment No. 4 to the Second Amended and Restated Credit Agreement (“Amendment No. 4”). Pursuant to Amendment No. 4, TransDigm, among other things, converted approximately \$798.2 million of existing tranche D term loans into additional tranche F term loans and decreased the margin applicable to the existing tranche E term loans and tranche F term loans to LIBO rate plus 2.75% per annum and also removed the LIBO rate floor of 0.75%. The terms and conditions (other than maturity date and pricing) that apply to the tranche F term loans are substantially the same as the terms and conditions that apply to the tranche D term loans immediately prior to Amendment No. 4.

On February 22, 2018, the Company entered into a refinancing facility agreement to the Second Amended and Restated Credit Agreement. TransDigm, among other things, incurred new tranche G term loans in an aggregate principal amount equal to \$1,809 million and repaid in full all of the existing tranche G term loans outstanding under the Second and Amended Restated Credit Agreement immediately prior to the refinancing facility agreement. The refinancing facility agreement also decreased the margin applicable to the tranche G term loans to LIBO rate plus 2.5% per annum. The terms and conditions that apply to the tranche G term loans, excluding pricing, are substantially the same as the terms and conditions that apply to the tranche G term loans immediately prior to the refinancing facility agreement.

On May 30, 2018, the Company entered into Amendment No. 5 to the Second Amended and Restated Credit Agreement (“Amendment No. 5”). Pursuant to Amendment No. 5, TransDigm, among other things, incurred new tranche E term loans in an aggregate principal amount equal to \$1,322.0 million, and repaid in full all of the existing tranche E term loans outstanding under the Second Amended and Restated Credit Agreement immediately prior to Amendment No. 5. The Company also incurred incremental tranche E term loans in an aggregate principal amount equal to \$933.0 million. The new tranche E term loans and incremental tranche E term loans mature on May 30, 2025. Amendment No. 5 also decreased the margin applicable to the new tranche E term loans to LIBO rate plus 2.5% per annum. The terms and conditions that apply to the tranche E term loans, other than the maturity date and margin, are substantially the same as the terms and conditions that apply to the tranche E term loans immediately prior to Amendment No. 5.

Additionally, pursuant to Amendment No. 5, the Company incurred new tranche F term loans in an aggregate principal amount equal to \$3,577.7 million, and repaid in full all of the existing tranche F term loans outstanding under the Second and Amended Restated Credit Agreement immediately prior to Amendment No. 5. Amendment No. 5 also decreased the margin applicable to the tranche F term loans to LIBO rate plus 2.5% per annum.

Under the terms of Amendment No. 5, the maturity date of our \$600.0 million revolving credit facility was extended to December 28, 2022. The revolving commitments consist of two tranches which includes up to \$99.4 million of multicurrency revolving commitments. The terms and conditions that apply to the revolving credit facility, other than the maturity date, are substantially the same as the terms and conditions that applied to the revolving credit facility immediately prior to Amendment No. 5.

Amendment No. 5 extended our ability to make certain additional restricted payments (including the ability of the Company to declare or pay dividends or repurchase stock) in an aggregate amount not to exceed \$1.5 billion, so long as, among other conditions, the consolidated secured net debt ratio is no greater than 4.00 to 1.00 (in the case of share repurchases) or the consolidated net leverage ratio is no greater than 6.75 to 1.00 (in the case of dividends or other distributions), in each case, after giving pro forma effect to such transactions. If any portion of the \$1.5 billion is not used for dividends or share repurchases prior to December 31, 2018, such amount (not to exceed \$500 million) may be used to repurchase stock at any time thereafter.

Indentures

Senior Subordinated Notes	Aggregate Principal	Maturity Date	Interest Rate
2020 Notes	\$550 million	October 15, 2020	5.50%
2022 Notes	\$1,150 million	July 15, 2022	6.00%
2024 Notes	\$1,200 million	July 15, 2024	6.50%
2025 Notes	\$750 million	May 15, 2025	6.50%
6.875% 2026 Notes	\$500 million	May 15, 2026	6.875%
6.375% 2026 Notes	\$950 million	June 15, 2026	6.375%

The 2020 Notes, the 2022 Notes, the 2024 Notes, and the 6.375% 2026 Notes (the “TransDigm Inc. Notes”) were issued at a price of 100% of the principal amount. The initial \$450 million offering of the 2025 Notes (also considered to be part of the “TransDigm Inc. Notes”) were issued at a price of 100% of the principal amount and the subsequent \$300 million offering in the second quarter ended of fiscal 2017 of 2025 Notes were issued at a price of 101.5% of the principal amount, resulting in gross proceeds of \$304.5 million. The 6.875% 2026 Notes (the “TransDigm UK Notes,” and together with the TransDigm Inc. Notes, the “Notes,” are further described below) offered in May 2018 were issued at a price of 99.24% of the principal amount, resulting in gross proceeds of \$496.2 million.

The Notes do not require principal payments prior to their maturity. Interest under the Notes is payable semi-annually. The Notes represent our unsecured obligations ranking subordinate to our senior debt, as defined in the applicable indentures.

The Notes are subordinated to all of our existing and future senior debt, rank equally with all of our existing and future senior subordinated debt and rank senior to all of our future debt that is expressly subordinated to the Notes. The TransDigm Inc. Notes are guaranteed on a senior subordinated unsecured basis by TD Group and TransDigm Inc.'s domestic restricted subsidiaries. The TransDigm UK Notes are guaranteed on a senior subordinated basis by TransDigm Inc., TD Group and TransDigm Inc.'s domestic restricted subsidiaries. The guarantees of the Notes are subordinated to all of the guarantors' existing and future senior debt, rank equally with all of their existing and future senior subordinated debt and rank senior to all of their future debt that is expressly subordinated to the guarantees of the Notes. The Notes are structurally subordinated to all of the liabilities of TD Group's non-guarantor subsidiaries. The Notes contain many of the restrictive covenants included in the Credit Agreement. TransDigm is in compliance with all of the covenants contained in the Notes.

During the third quarter of fiscal 2018, TransDigm UK, a wholly-owned, indirect subsidiary of TD Group, issued \$500 million in aggregate principal amount of the TransDigm UK Notes at a discount of 0.76%. The TransDigm UK Notes bear interest at the rate of 6.875% per annum and mature on May 15, 2026.

Certain Restrictive Covenants in Our Debt Documents

The Credit Agreement and the Indentures governing the Notes contain restrictive covenants that, among other things, limit the incurrence of additional indebtedness, the payment of special dividends, transactions with affiliates, asset sales, acquisitions, mergers and consolidations, liens and encumbrances, and prepayments of certain other indebtedness.

The restrictive covenants included in the Credit Agreement are subject to amendments executed periodically. The most recent amendment that impacted the restrictive covenants contained in the Credit Agreement is Amendment No. 5. The restrictive covenants are described above in the *Recent Amendments to the Credit Agreement* section.

Under the terms of the Credit Agreement, TransDigm is entitled, on one or more occasions, to request additional term loans or additional revolving commitments to the extent that the existing or new lenders agree to provide such incremental term loans or additional revolving commitments provided that, among other conditions, our consolidated net leverage ratio would be no greater than 7.25 to 1.00 and the consolidated secured net debt ratio would be no greater than 5.00 to 1.00, in each case, after giving effect to such incremental term loans or additional revolving commitments.

The Credit Agreement requires mandatory prepayments of principal based on certain percentages of Excess Cash Flow (as defined in the Credit Agreement), commencing 90 days after the end of each fiscal year, subject to certain exceptions. In addition, subject to certain exceptions (including, with respect to asset sales, the reinvestment in productive assets), TransDigm will be required to prepay the loans outstanding under the Credit Agreement at 100% of the principal amount thereof, plus accrued and unpaid interest, with the net cash proceeds of certain asset sales and issuance or incurrence of certain indebtedness. No matters mandating prepayments occurred during the quarter ended June 30, 2018.

In addition, under the Credit Agreement, if the usage of the revolving credit facility exceeds 25% of the total revolving commitments, the Company will be required to maintain a maximum consolidated net leverage ratio of net debt, as defined, to trailing four-quarter EBITDA As Defined. A breach of any of the covenants or an inability to comply with the required leverage ratio could result in a default under the Credit Agreement or the Indentures.

If any such default occurs, the lenders under the Credit Agreement and the holders of the Notes may elect to declare all outstanding borrowings, together with accrued interest and other amounts payable thereunder, to be immediately due and payable. The lenders under the Credit Agreement also have the right in these circumstances to terminate any commitments they have to provide further borrowings. In addition, following an event of default under the Credit Agreement, the lenders thereunder will have the right to proceed against the collateral granted to them to secure the debt, which includes our available cash, and they will also have the right to prevent us from making debt service payments on the Notes.

As of June 30, 2018, the Company was in compliance with all of its debt covenants.

Trade Receivables Securitization

During fiscal 2014, the Company established a trade receivable securitization facility (the “Securitization Facility”). The Securitization Facility effectively increases the Company’s borrowing capacity depending on the amount of the domestic operations’ trade accounts receivable. The Securitization Facility includes the right for the Company to exercise annual one year extensions as long as there have been no termination events as defined by the agreement. The Company uses the proceeds from the Securitization Facility as an alternative to other forms of debt, effectively reducing borrowing costs.

On July 31, 2018, the Company amended the Securitization Facility to increase the borrowing capacity to \$350 million and extend the maturity date to July 31, 2019. As of June 30, 2018, the Company has borrowed \$300 million under the Securitization Facility. The Securitization Facility is collateralized by substantially all of the Company’s domestic operations’ trade accounts receivable.

Stock Repurchase Program

On November 8, 2017, our Board of Directors, authorized a new stock repurchase program replacing the previous \$600 million program and permitting repurchases of our outstanding shares not to exceed \$650 million in the aggregate, subject to any restrictions specified in the Credit Agreement and/or Indentures governing the existing Notes. No repurchases were made under the program during the quarter and year-to-date period ended June 30, 2018.

Non-GAAP Financial Measures

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

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

Our management believes that EBITDA and EBITDA As Defined are useful as indicators of liquidity because securities analysts, investors, rating agencies and others use EBITDA to evaluate a company’s ability to incur and service debt. In addition, EBITDA As Defined is useful to investors because the revolving credit facility under our senior secured credit facility requires compliance under certain circumstances, on a pro forma basis, with a financial covenant that measures the ratio of the amount of our secured indebtedness to the amount of our Consolidated EBITDA defined in the same manner as we define EBITDA As Defined herein.

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

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

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

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

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

	Thirteen Week Periods Ended		Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017	June 30, 2018	July 1, 2017
	(in thousands)		(in thousands)	
Net income	\$ 217,246	\$ 169,053	\$ 728,299	\$ 443,429
Less: Loss from discontinued operations, net of tax ⁽¹⁾	(145)	(779)	(2,943)	(965)
Income from continuing operations	217,391	169,832	731,242	444,394
Adjustments:				
Depreciation and amortization expense	33,925	36,367	95,534	109,076
Interest expense, net	167,577	152,141	489,776	445,986
Income tax provision	48,150	66,015	(27,550)	145,573
EBITDA	467,043	424,355	1,289,002	1,145,029
Adjustments:				
Inventory purchase accounting adjustments ⁽²⁾	3,165	311	3,165	19,688
Acquisition integration costs ⁽³⁾	5,486	2,086	10,815	4,595
Acquisition transaction-related expenses ⁽⁴⁾	1,730	2,087	2,960	6,521
Non-cash stock compensation expense ⁽⁵⁾	13,708	11,580	36,411	32,707
Refinancing costs ⁽⁶⁾	4,159	345	5,910	35,936
Other, net ⁽⁷⁾	(8,150)	6,824	3,534	5,982
EBITDA As Defined	\$ 487,141	\$ 447,588	\$ 1,351,797	\$ 1,250,458

⁽¹⁾ During the fourth quarter of 2017, the Company committed to disposing of Schroth in connection with the settlement of a Department of Justice investigation into the competitive effects of the acquisition. Therefore, Schroth was classified as held-for-sale beginning September 30, 2017. On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million, which includes a working capital adjustment of \$0.3 million that was settled in July 2018. Refer to Note 14, "Discontinued Operations," for further information.

⁽²⁾ Represents accounting adjustments to inventory associated with acquisitions of businesses and product lines that were charged to cost of sales when the inventory was sold.

⁽³⁾ Represents costs incurred to integrate acquired businesses and product lines into TD Group's operations, facility relocation costs and other acquisition-related costs.

⁽⁴⁾ Represents transaction-related costs comprising deal fees; legal, financial and tax due diligence expenses, and valuation costs that are required to be expensed as incurred.

⁽⁵⁾ Represents the compensation expense recognized by TD Group under our stock incentive plans.

⁽⁶⁾ Represents costs expensed related to debt financing activities, including new issuances, extinguishments, refinancings and amendments to existing agreements.

⁽⁷⁾ Primarily represents foreign currency transaction gain or loss, payroll withholding taxes related to dividend equivalent payments and stock option exercises and gain or loss on sale of fixed assets. Prior to the fourth quarter of fiscal 2017, foreign currency transaction gain or loss other than related to intercompany loans was not included in the adjustments to EBITDA, as the foreign currency transaction gain or loss was immaterial during those periods. Therefore, the prior periods presented herein were adjusted to conform to the current year presentation.

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

	Thirty-Nine Week Periods Ended	
	June 30, 2018	July 1, 2017
	(in thousands)	
Net cash provided by operating activities	\$ 690,910	\$ 555,216
Adjustments:		
Changes in assets and liabilities, net of effects from acquisitions of businesses	27,947	82,594
Interest expense, net ⁽¹⁾	473,597	430,456
Income tax provision - current	139,233	145,303
Non-cash stock compensation expense ⁽²⁾	(36,411)	(32,707)
Refinancing costs ⁽⁶⁾	(5,910)	(35,936)
EBITDA from discontinued operations ⁽⁸⁾	(364)	103
EBITDA	1,289,002	1,145,029
Adjustments:		
Inventory purchase accounting adjustments ⁽³⁾	3,165	19,688
Acquisition integration costs ⁽⁴⁾	10,815	4,595
Acquisition transaction-related expenses ⁽⁵⁾	2,960	6,521
Non-cash stock compensation expense ⁽²⁾	36,411	32,707
Refinancing costs ⁽⁶⁾	5,910	35,936
Other, net ⁽⁷⁾	3,534	5,982
EBITDA As Defined	\$ 1,351,797	\$ 1,250,458

⁽¹⁾ Represents interest expense excluding the amortization of debt issuance costs and premium and discount on debt.

⁽²⁾ Represents the compensation expense recognized by TD Group under our stock incentive plans.

⁽³⁾ Represents accounting adjustments to inventory associated with acquisitions of businesses and product lines that were charged to cost of sales when the inventory was sold.

⁽⁴⁾ Represents costs incurred to integrate acquired businesses and product lines into TD Group's operations, facility relocation costs and other acquisition-related costs.

⁽⁵⁾ Represents transaction-related costs comprising deal fees; legal, financial and tax due diligence expenses, and valuation costs that are required to be expensed as incurred.

⁽⁶⁾ Represents costs expensed related to debt financing activities, including new issuances, extinguishments, refinancings and amendments to existing agreements.

⁽⁷⁾ Primarily represents foreign currency transaction gain or loss, payroll withholding taxes related to dividend equivalent payments and stock option exercises and gain or loss on sale of fixed assets. Prior to the fourth quarter of fiscal 2017, foreign currency transaction gain or loss other than related to intercompany loans was not included in the adjustments to EBITDA, as the foreign currency transaction gain or loss was immaterial during those periods. Therefore, the prior periods presented herein were adjusted to conform to the current year presentation.

⁽⁸⁾ During the fourth quarter of 2017, the Company committed to disposing of Schroth in connection with the settlement of a Department of Justice investigation into the competitive effects of the acquisition. Therefore, Schroth was classified as held-for-sale beginning September 30, 2017. On January 26, 2018, the Company completed the sale of Schroth in a management buyout to a private equity fund and certain members of Schroth management for approximately \$61.4 million, which includes a working capital adjustment of \$0.3 million that was settled in July 2018. Refer to Note 14, "Discontinued Operations," for further information.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The information called for by this item is provided under the caption '*Description of Senior Secured Credit Facilities and Indentures*' under Item 2 - "Management's Discussion and Analysis of Financial Condition and Results of Operations." Market risks are described more fully within "Quantitative and Qualitative Disclosures About Market Risk" in Part II, Item 7A of our most recent Form 10-K. These market risks have not materially changed since the date our most recent Form 10-K was filed with the SEC.

ITEM 4. CONTROLS AND PROCEDURES

As of June 30, 2018, TD Group carried out an evaluation, under the supervision and with the participation of TD Group's management, including its President and Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), of the effectiveness of the design and operation of TD Group's disclosure controls and procedures. Based upon that evaluation, the President and Chief Executive Officer and Chief Financial Officer concluded that TD Group's disclosure controls and procedures are effective to ensure that information required to be disclosed by TD Group in the reports it files or submits under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported, within the time periods specified by the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to TD Group's management, including President and Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, TD Group's management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in designing and evaluating the controls and procedures. There have been no significant changes in TD Group's internal controls or other factors that could significantly affect the internal controls subsequent to the date of TD Group's evaluations.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting that occurred during the fiscal quarter ended June 30, 2018, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. During the thirty-nine week period ended June 30, 2018, the Company completed the acquisitions of Kirkhill and Extant. The Company is currently integrating these acquisitions into its operations, compliance programs and internal control processes. As permitted by SEC rules and regulations, the Company has excluded these acquisitions from management's evaluation of internal controls over financial reporting as of June 30, 2018. These acquisitions constituted less than 6% of the Company's total assets as of June 30, 2018, and less than 5% of the Company's net sales in the fiscal quarter ended June 30, 2018.

PART II: OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We and certain of our current or former officers and directors are defendants in a consolidated securities class action captioned *In re TransDigm Group, Inc. Securities Litigation*, Case No. 1:17-cv-01677-DCN (N.D. Ohio). The cases were originally filed on August 10, 2017, and September 18, 2017 and were consolidated on December 5, 2017. A consolidated amended complaint was filed on February 16, 2018. The plaintiffs allege that the defendants made false or misleading statements with respect to, or failed to disclose, the impact of certain alleged business practices in connection with sales to the U.S. government on the Company's growth and profitability. The plaintiffs assert claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder and Section 20(a) of the Exchange Act, and seek unspecified monetary damages and other relief. In addition, we, as nominal defendant, and certain of our current or former officers and directors are defendants in a shareholder derivative action captioned *Sciabacucchi v. Howley et al.*, No. 1:17-cv-1971-DCN (N.D. Ohio). The case was filed on September 19, 2017. The plaintiffs allege breach of fiduciary duty and other claims arising out of substantially the same actions or inactions alleged in the securities class actions described above. This action has been stayed pending the outcome of an anticipated motion to dismiss on the securities class action. Although we are only a nominal defendant in the derivative action, we could have indemnification obligations and/or be required to advance the costs and expenses of the officer and director defendants in the action.

We intend to vigorously defend these matters and believe they are without merit. We also believe we have sufficient insurance coverage available for these matters. Therefore, we do not expect these matters to have a material adverse impact on our financial condition or results of operations. However, given the preliminary status of the litigation, it is difficult to predict the likelihood of an adverse outcome or estimate a range of any potential loss.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the risk factors disclosed in Item 1A of our Annual Report on Form 10-K for the fiscal year ended September 30, 2017, filed on November 13, 2017. There have been no material changes to the risk factors set forth therein.

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

On November 8, 2017, our Board of Directors, authorized a new stock repurchase program replacing the previous \$600 million program and permitting repurchases of our outstanding shares not to exceed \$650 million in the aggregate, subject to any restrictions specified in the Credit Agreement and/or Indentures governing the existing Notes. No repurchases were made under the program during the thirteen and thirty-nine week periods ended June 30, 2018.

ITEM 6. EXHIBITS

Exhibit No.	Description
<u>3.1</u>	<u>Certificate of Incorporation of TransDigm UK Holdings plc (filed herewith)</u>
<u>3.2</u>	<u>Articles of Association of TransDigm UK Holdings plc (filed herewith)</u>
<u>3.3</u>	<u>Amended and Restated Certificate of Incorporation of Extant Components Group Holdings, Inc. (filed herewith)</u>
<u>3.4</u>	<u>Bylaws of Extant Components Group Holdings, Inc. (filed herewith)</u>
<u>3.5</u>	<u>Certificate of Incorporation of Extant Components Group Intermediate, Inc. (filed herewith)</u>
<u>3.6</u>	<u>Bylaws of Extant Components Group Intermediate, Inc. (filed herewith)</u>
<u>3.7</u>	<u>Articles of Organization of Symetrics Industries, LLC (filed herewith)</u>
<u>3.8</u>	<u>Amended and Restated Limited Liability Company Agreement of Symetrics Industries, LLC (filed herewith)</u>
<u>3.9</u>	<u>Articles of Organization of Symetrics Technology Group, LLC (filed herewith)</u>
<u>3.10</u>	<u>Amended and Restated Limited Liability Company Agreement of Symetrics Technology Group, LLC (filed herewith)</u>
<u>3.11</u>	<u>Certificate of Incorporation of TEAC Aerospace Holdings, Inc. (filed herewith)</u>
<u>3.12</u>	<u>Bylaws of TEAC Aerospace Holdings, Inc. (filed herewith)</u>
<u>3.13</u>	<u>Certificate of Incorporation of TEAC Aerospace Technologies, Inc. (filed herewith)</u>
<u>3.14</u>	<u>Bylaws of TEAC Aerospace Technologies, Inc. (filed herewith)</u>
<u>3.15</u>	<u>Certificate of Incorporation, filed January 2, 1992, of Skandia, Inc. (filed herewith)</u>
<u>3.16</u>	<u>Amended and Restated Bylaws of Skandia, Inc. (filed herewith)</u>
<u>4.1</u>	<u>Twelfth Supplemental Indenture, dated as of March 30, 2018, 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, relating to TransDigm Inc.'s 5.5% Senior Subordinated Notes due 2020 (filed herewith)</u>
<u>4.2</u>	<u>Thirteenth Supplemental Indenture, dated as of May 8, 2018, 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, relating to TransDigm Inc.'s 5.5% Senior Subordinated Notes due 2020 (filed herewith)</u>
<u>4.3</u>	<u>Fourteenth Supplemental Indenture, dated as of May 22, 2018, 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, relating to TransDigm Inc.'s 5.5% Senior Subordinated Notes due 2020 (filed herewith)</u>
<u>4.4</u>	<u>Ninth Supplemental Indenture, dated as of March 30, 2018, 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, relating to TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022 (filed herewith)</u>
<u>4.5</u>	<u>Tenth Supplemental Indenture, dated as of May 8, 2018, 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, relating to TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022 (filed herewith)</u>
<u>4.6</u>	<u>Eleventh Supplemental Indenture, dated as of May 22, 2018, 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, relating to TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022 (filed herewith)</u>
<u>4.7</u>	<u>Ninth Supplemental Indenture, dated as of March 30, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024 (filed herewith)</u>
<u>4.8</u>	<u>Tenth Supplemental Indenture, dated as of May 8, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024 (filed herewith)</u>
<u>4.9</u>	<u>Eleventh Supplemental Indenture, dated as of May 22, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024 (filed herewith)</u>
<u>4.10</u>	<u>Eighth Supplemental Indenture, dated as of March 30, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025 (filed herewith)</u>
<u>4.11</u>	<u>Ninth Supplemental Indenture, dated as of May 8, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025 (filed herewith)</u>
<u>4.12</u>	<u>Tenth Supplemental Indenture, dated as of May 22, 2018, 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, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025 (filed herewith)</u>

Exhibit No.	Description
4.13	Fifth Supplemental Indenture, dated as of March 30, 2018, 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, relating to TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026 (filed herewith)
4.14	Sixth Supplemental Indenture, dated as of May 8, 2018, 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, relating to TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026 (filed herewith)
4.15	Seventh Supplemental Indenture, dated as of May 22, 2018, 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, relating to TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026 (filed herewith)
4.16	Indenture, dated as of May 8, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026 (incorporated by reference to Exhibit 4.1 to TransDigm Group Incorporated's Current Report on Form 8-K filed on May 14, 2018)
4.17	First Supplemental Indenture, dated as of May 22, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026 (filed herewith)
4.18	Form of TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026 (incorporated by reference to Exhibit 4.2 to TransDigm Group Incorporated's Current Report on Form 8-K filed on May 14, 2018)
4.19	Registration Rights Agreement, dated as of May 8, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives for the initial purchasers listed therein (incorporated by reference to Exhibit 4.3 to TransDigm Group Incorporated's Current Report on Form 8-K filed on May 14, 2018)
10.1	Fifth Amended and Restated Employment Agreement, dated April 26, 2018, between TransDigm Group Incorporated and W. Nicholas Howley* (incorporated by reference to Exhibit 10.1 to TransDigm Group Incorporated's Current Report on Form 8-K filed on April 30, 2018)
10.2	Second Amended and Restated Employment Agreement, dated April 26, 2018, between TransDigm Group Incorporated and Kevin Stein* (incorporated by reference to Exhibit 10.2 to TransDigm Group Incorporated's Current Report on Form 8-K filed on April 30, 2018)
10.3	Amendment No. 5, Incremental Assumption Agreement and Refinancing Facility Agreement, dated as of May 30, 2018, relating to the Second Amended and Restated Credit Agreement, dated as of June 4, 2014, among TransDigm Inc., TransDigm Group Incorporated, each subsidiary of TransDigm Inc. party thereto, the lenders party thereto, and Credit Suisse AG, as administrative agent and collateral agent for the lenders (incorporated by reference to Exhibit 10.1 to TransDigm Group Incorporated's Current Report on Form 8-K filed on May 31, 2018)
10.4	Tenth Amendment to the Receivables Purchase Agreement, dated as of July 31, 2018, among TransDigm Receivables LLC, TransDigm Inc., PNC Bank, National Association as a Committed Purchaser, as Purchaser Agent for its Purchaser Group and as Administrator, Atlantic Asset Securitization LLC, as a Conduit Purchaser, Credit Agricole Corporate and Investment Bank, as a Committed Purchaser and as Purchaser Agent for its and Atlantic's Purchaser Group, and Fifth Third Bank, as a Committed Purchaser and as Purchaser Agent for its Purchaser Group (filed herewith)
31.1	Certification by Principal Executive Officer of TransDigm Group Incorporated pursuant to Rule 13a-14(a) or 15d- 14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification by Principal Financial Officer of TransDigm Group Incorporated pursuant to Rule 13a-14(a) or 15d- 14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification by Principal Executive Officer of TransDigm Group Incorporated pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification by Principal Financial Officer of TransDigm Group Incorporated pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	Financial Statements and Notes to the Condensed Consolidated Financial Statements formatted in XBRL

* Denotes management contact or compensatory plan or arrangement

SIGNATURES

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

TRANSDIGM GROUP INCORPORATED

SIGNATURE	TITLE	DATE
<div><div>/s/ Kevin Stein</div><div>Kevin Stein</div></div>	President and Chief Executive Officer (Principal Executive Officer)	August 8, 2018
<div><div>/s/ James Skulina</div><div>James Skulina</div></div>	Senior Vice President of Finance (Principal Accounting Officer)	August 8, 2018



**CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF A PRIVATE COMPANY
AS A PUBLIC COMPANY**

Company No. 9525594

The Registrar of Companies for England/Wales hereby certifies that

TRANSDIGM UK HOLDINGS LIMITED

formerly registered as a private company has this day been re-registered
under the Companies Act 2006 as a public company under the name of

TRANSDIGM UK HOLDINGS PLC

and that the company is limited by shares.

Its registered office is situated in England/Wales.

Given at Companies House on 23rd April 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

COMPANY NO. 9525594

TRANSDIGM UK HOLDINGS PLC

ARTICLES OF ASSOCIATION

(AS ADOPTED BY SPECIAL RESOLUTION PASSED ON 20 APRIL 2018)



Reed Smith LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2RS
Phone: +44 (0) 20 3116 3000
Fax: +44 (0) 20 3116 3999
DX1066 City / DX18 London

reedsmith.com

ReedSmith

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The Companies Act 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TRANSDIGM UK HOLDINGS PLC

(as adopted by Special Resolution passed on 20 April 2018)

1 INTERPRETATION AND LIMITATION OF LIABILITY

1.1 No model Articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008, the Companies (Tables A - F) Regulations 1985, or any other enactment) shall apply to the Company.

1.2 In these Articles, the words and expressions set out in the first column below shall bear the respective meanings set opposite them:

'Act' means the Companies Act 2006

'Articles' means these Articles of Association as from time to time altered

'Associated Company' means a company or other body corporate that is associated with the Company within the meaning of section 256 of the Act

'Auditors' means the auditors for the time being of the Company

'Board' or the **'Directors'** means the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened meeting of Directors at which a quorum is present

'Business Day' means a day which is not a Saturday, Sunday, Christmas Day, Good Friday or bank holiday in England under the Banking and Financial Dealings Act 1971

'Companies Acts' means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company

'debenture' means debenture or debenture stock

'London Stock Exchange' means London Stock Exchange plc

'Office' means the registered office for the time being of the Company

'Ordinary Shares' means ordinary shares in the capital of the Company

'paid' means paid or credited as paid

'proxy notice' means a notice in writing appointing a proxy pursuant to Article 11.5

'Seal' means the common seal of the Company

'Securities Seal' means an official seal kept by the Company pursuant to section 50 of the Act

'subsidiary undertaking' means shall be construed in accordance with section 1162 and Schedule 7 Companies Act 2006, save that an undertaking shall also be treated, for the purposes only of the membership requirement contained in subsections 1162(2)(b) and (d), as a member of another undertaking if any shares in that other undertaking are held by a person (or its nominee) by way of security or in connection with the taking of security granted by the undertaking or any of its subsidiary undertakings

'Uncertificated Securities Regulations' means the Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modification of them or any regulation made in substitution for them and for the time being in force

'writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1.3 The expressions 'hard copy form', 'electronic form', 'electronic means' and 'address' shall be interpreted in accordance with the Act.
- 1.4 References in these Articles to statutory provisions, enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive from time to time in force and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EC Directive.
- 1.5 Save for the words and expressions defined in Articles 1.2 and 1.3, any words or expressions defined in the Act shall bear the same meaning (if not inconsistent with the subject or context) in these Articles but excluding any statutory modification not in force at the date of adoption by the Company of these Articles.
- 1.6 Where for any purpose an Ordinary Resolution of the Company is required, a Special Resolution shall also be effective.
- 1.7 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

2 SHARE CAPITAL

- 2.1 If at any time the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Companies Acts, be varied or abrogated, whether the Company is a going concern or during or in contemplation of its being wound up, either (a) in such manner (if any) as may be provided by such rights or (b) in the absence of any such provision (i) with the consent in writing of the holders of three-quarters in nominal amount of the issued shares of that class (excluding any shares held as treasury shares) or (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise). To every such separate general meeting all the provisions of these Articles relating to General Meetings of the Company shall, so far as applicable and with the necessary modifications, apply, except that (a) no member, not being a Director, shall be entitled to notice or to attend unless he be a holder of shares of the relevant class (b) no vote shall be given except in respect of a share of that class (c) the necessary quorum at any such meeting other than an adjourned meeting shall be not less than two persons present in person or by proxy holding at least one-third in nominal amount of the issued shares of the class in question (excluding any shares of that class held as treasury shares) (d) at an adjourned meeting one person present in person or by proxy holding shares of the class in question shall constitute a quorum (e) for the purposes of (c) and (d) where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which those proxies are authorised to exercise voting rights and (f) any holder of shares of the class in question present in person or by proxy and entitled to vote at the meeting may demand a poll.
- 2.2 The provisions of Article 2.1 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied.
- 2.3 The rights conferred upon the holders of any class of shares issued with preferred or other special rights shall not (unless otherwise expressly provided by these Articles or by the conditions of issue

of such shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* as regards participation in the profits or assets of the Company in some or all respects but in no respect in priority, or by the purchase or redemption by the Company of its own shares.

2.4 All new shares in the capital of the Company shall (unless the Company shall in General Meeting otherwise determine) be subject to the provisions of these Articles with reference to allotment, transfer, transmission and otherwise.

2.5 The Company may by Ordinary Resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; and
- (b) subdivide its shares, or any of them, into shares of smaller amount (subject nevertheless to the provisions of the Companies Acts), and the resolution may determine that, as regards each share so subdivided, one or more of the shares resulting from such sub-division may have any such preferred or other special rights, or may have such deferred rights, or be subject to any such restrictions as compared with the others, as the Company has power to attach to new shares.

2.6 Upon any consolidation of fully paid shares into shares of larger amount the Directors may as between the holders of shares so consolidated determine which shares are consolidated into each consolidated share and, in the case of any shares registered in the name of one holder being consolidated with shares registered in the name of another holder, may make such arrangements as may be thought fit for the sale of the consolidated share or any fractions of shares and for the distribution among the persons entitled to them of the net proceeds of such sale; and for such purpose may appoint some person to transfer the consolidated share to the purchaser. The Directors may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share, issue to each such holder credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to the related consolidation); and the amount required to pay up such shares shall be appropriated at their discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares.

2.7 The Company may by Special Resolution reduce its share capital and any capital redemption reserve and any share premium account or other undistributable reserve in any manner, provided the Company's authorised allotted share capital is not reduced below the authorised minimum amount of £50,000 or the prescribed Euro equivalent pursuant to section 763(1) of the Act.

2.8 Subject to the provisions of the Companies Acts and to any rights for the time being attached to any shares, the Company may purchase or enter into a contract under which it will or may purchase any of its own shares of any class (including any redeemable shares) but so that if there shall be in issue any securities which are admitted to the Official List of the Financial Conduct Authority and which are convertible into, or exchangeable for, or which carry a right to subscribe for equity shares in the capital of the Company of the class proposed to be purchased ("**convertible securities**"), then the Company shall not purchase, or enter into a contract under which it will or may purchase, such equity shares unless either:

- (a) the terms of issue of such convertible securities include provisions permitting the Company to purchase its own equity shares or providing for adjustment to the conversion terms upon such a purchase; or
- (b) the purchase, or the contract, has first been approved by a Special Resolution passed at a separate meeting of the holders of such convertible securities.

3 ISSUES OF SHARES

3.1 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, the Company may issue shares with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine); and the Company may

issue any shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

- 3.2 Subject to the provisions of these Articles and of the Companies Acts relating to authority, pre-emption rights and otherwise, and of any resolution of the Company in General Meeting passed pursuant to those provisions, the Directors may allot shares in the Company and grant rights to subscribe for or to convert any security into shares in the Company (with or without conferring a right of renunciation) to such persons, at such times and on such terms as they think proper.
- 3.3 The Company may exercise the powers of paying commissions conferred by the Companies Acts to the full extent permitted. The Company may also, on any issue of shares, pay such brokerage as may be lawful. Subject to the provisions of the Companies Acts, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of options or warrants to call for an allotment of shares or any combination of such methods.
- 3.4 The Directors may at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder recognise a renunciation by the allottee in favour of some other person, and may accord to any allottee of a share a right to effect such renunciation and/or allow the rights attached to be one or more participating securities for the purposes of the Uncertificated Securities Regulations, in each case upon and subject to such terms and conditions as the Directors may think fit to impose.
- 3.5 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and the Company is not to be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety of that share in the registered holder.

4 CERTIFICATES

- 4.1 Every person whose name is entered in the Register of Members (except a stock exchange nominee in respect of whom the Company is not required to complete and deliver a certificate) shall be entitled without payment to one certificate for all his shares of each class, or, upon payment of such fee (if any) for every certificate after the first as the Directors shall from time to time determine, to several certificates, each for one or more of his shares.
- 4.2 Every certificate shall be issued within 5 Business Days after the lodgement with the Company of the transfer of the related shares, not being a transfer which the Company is for any reason entitled to refuse to register and does not register, unless the conditions of issue of such shares otherwise provide. In the case of an allotment of shares subject to a right of renunciation, one or more certificates for such shares shall be issued within one month of the latest date for such renunciation. Every certificate shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up on those shares and shall state:
- (a) the name of any external registrars appointed by the Company; and
 - (b) the address at which transfers of shares should be lodged.
- 4.3 The Company shall not be bound to register more than four persons as the joint holders of any share or shares and, in the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
- 4.4 Where a member transfers part of the shares comprised in his holding he shall be entitled to a certificate for the balance of his holding without charge.
- 4.5 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares shall be issued in lieu without charge.
- 4.6 Subject to the Companies Acts, any share certificate, and any certificate for debentures of the Company (save to the extent that the terms and conditions for the time being relating to such debentures otherwise require), shall be executed by the Company in such manner as the Directors may decide (which may include use of the Seal or Securities Seal and/or manual or facsimile

signatures by one or more Directors and/or the Secretary). Any such certificate may, if the Directors so determine, bear signatures affixed by some mechanical system or process or, if such certificate is to be sealed, the name of the Company's issuing agents.

- 4.7 If a share certificate be defaced, damaged or worn out, or is alleged to have been lost, stolen or destroyed, it may be replaced upon the request of the holder subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses incurred by the Company in connection with the request as the Directors think fit. In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

5 TRANSFERS OF SHARES

- 5.1 Subject to the provisions of Article 7, all transfers of shares shall be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered on the Register of Members.

- 5.2 The Directors may decline to recognise any instrument of transfer, unless:

- (a) the instrument of transfer duly stamped is deposited at the Office or such other place as the Directors may appoint, accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, or, if the instrument of transfer is executed by some other person on behalf of the transferor, the authority of that person to do so; provided that, in the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of a share certificate will only be necessary if a certificate has been issued in respect of the share in question;
- (b) the instrument of transfer is in respect of only one class of share; and
- (c) the instrument of transfer is in favour of not more than four transferees.

The Directors may also refuse to register a transfer if in their opinion (and with the concurrence of the Financial Conduct Authority) exceptional circumstances so warrant.

- 5.3 If the Directors refuse to register a transfer they shall, within whichever is the earlier of:

- (a) the time required by the rules of the Financial Conduct Authority from time to time; or
- (b) two months after the date on which the transfer was lodged with the Company;

send to the transferee notice of the refusal together with such other information as is required by section 771 of the Act, unless the Directors suspect that the proposed transfer may be fraudulent.

- 5.4 No fee will be charged by the Company in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage, death, stop notice or power of attorney or other document, or any instructions, relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members relating to or affecting the title to any shares.

- 5.5 All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors refuse to register shall (except in any case of fraud) be returned to the person depositing the same.

- 5.6 The Company shall be entitled to destroy all instruments of transfer which have been registered (or on the basis of which registration was made) at any time after the expiration of six years from the date of registration and all allotment letters at any time after the expiration of six years from the date of issue and all powers of attorney, grants of probate and letters of administration at any time after the account to which any such document related has been closed and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation; and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every

instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document described above and so destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company, provided always that:

- (a) this Article 5.6 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties) to which the document might be relevant;
- (b) nothing in this Article 5.6 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than specified above or any other liability which would not attach to the Company in the absence of this Article 5.6;
- (c) subject to the Companies Acts, any document referred to in this Article 5.6 may be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made and is retained until the end of the relevant period; and
- (d) references to the destruction of any document include references to the disposal of any document in any manner.

6 TRANSMISSION OF SHARES

6.1 In the case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

6.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may, upon supplying to the Company such evidence as to his title as may from time to time be reasonably required by the Directors, and subject to the following, elect either (a) by giving notice in writing to the Company, to be registered himself as holder of the share or (b) to transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the notice or transfer were a transfer executed by such member.

6.3 Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law shall (upon supplying to the Company such evidence as the Directors may reasonably require as to his title) be entitled to receive and may give a discharge for all benefits arising or accruing on or in respect of the share, but, subject to the Companies Acts, he shall not be entitled in respect of that share to receive notices of or to attend or vote at General Meetings of the Company or at any separate meeting of the holders of any class of shares in the Company nor, except as stated above, to any of the rights or privileges of a member, until he shall have become a member in respect of the share: provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if within 60 days the notice is not complied with such person shall be deemed to have elected to be registered as a member and shall be registered accordingly.

7 UNCERTIFICATED SHARES

7.1 Notwithstanding any other provisions of these Articles, any shares in the Company may be issued, held, registered, converted to, transferred or otherwise dealt with in uncertificated form, and converted from uncertificated form to certificated form and vice versa, in accordance with the Uncertificated Securities Regulations and practices instituted by the operator of the relevant system. The provisions of these Articles shall not apply to any uncertificated shares to the extent that such provisions are inconsistent with:

- (a) the holding of shares in uncertificated form;
- (b) the transfer of title to shares by means of a relevant system;
- (c) any provision of the Uncertificated Securities Regulations; or

- (d) any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form and any applicable legislation, rules or arrangements made under or by virtue of such provision.

7.2 Without prejudice to the generality and effectiveness of Article 7.1:

- (a) Articles 4, 5.1, 5.5 and 12.4(c) shall not apply to uncertificated shares and Article 5.3 shall apply in relation to such shares as if the reference to the date on which the transfer was lodged with the Company were a reference to the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the facilities and requirements of the relevant system;
- (b) without prejudice to Article 5.2, the Board may also refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted or required by the Uncertificated Securities Regulations and the relevant system;
- (c) references in these Articles to a requirement on any person to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the Board may make from time to time pursuant to Article (j);
- (d) for the purposes referred to in Article 6.2, a person entitled by transmission on death or bankruptcy or otherwise by operation of law to a share in uncertificated form who elects to have some other person registered shall either:
 - (i) procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or
 - (ii) change the uncertificated share to certificated form and execute an instrument of transfer of that certificated share to that person;
- (e) the Company shall enter on the Register of Members the number of shares which are held by each member in uncertificated form and in certificated form, and shall maintain the Register of Members in the former case as is required by the Uncertificated Securities Regulations and the relevant system and, unless the Board otherwise determines, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings;
- (f) a class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Uncertificated Securities Regulations which applies only in respect of certificated shares or uncertificated shares;
- (g) for the purposes referred to in Article 2.6, the Board may in respect of uncertificated shares authorise some person to transfer and/or require the holder to transfer the relevant shares in accordance with the facilities and requirements of the relevant system;
- (h) for the purposes of Article 23.9, any payment in the case of uncertificated shares may be made by means of the relevant system and, without prejudice to the generality of the foregoing, such payment may be made by the sending by the Company or any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders of such shares or, if permitted by the Company, of such person as the holder or joint holders may in writing direct, and for such purposes the making of a payment in accordance with the facilities and requirements of the relevant system shall be a good discharge to the Company;
- (i) subject to the Companies Acts the Board may issue shares as certificated shares or as uncertificated shares in its absolute discretion and Articles 3.1, 3.2, 23.11 and 23.14 shall be construed accordingly;
- (j) the Board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing and transfer of uncertificated shares and otherwise for the purpose of implementing and/or supplementing the provisions

of this Article 7.2 and the Uncertificated Securities Regulations and the facilities and requirements of the relevant system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 7;

- (k) for the purposes referred to in Articles 9.4 and 25, the Company may in respect of uncertificated shares give any notice or other document by means of the relevant system (subject always to the provisions of the Uncertificated Securities Regulations and to the facilities and requirements of the relevant system); and
- (l) the Board may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.

7.3 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under the provisions of the Companies Acts or the rules made and practices instituted by the operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the Uncertificated Securities Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to:

- (a) request or require the deletion of any computer-based entries in the relevant system relating to the holding of such shares in uncertificated form;
- (b) require any holder of any uncertificated shares which are the subject of any exercise by the Company of any such entitlement by notice in writing to change his holding of such uncertificated shares into certificated form within such period as may be specified in the notice prior to completion of any disposal, sale or transfer of such shares, or direct the holder to take such steps, by instructions given by means of a relevant system or otherwise, as may be necessary to sell or transfer such shares;
- (c) appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such shares as may be required to effect a transfer of such shares, and so that such steps shall be as effective as if they had been taken by the registered holder of the uncertificated shares concerned;
- (d) transfer any uncertificated shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register of Members in respect of that share as a transferred share;
- (e) otherwise rectify or change the Register of Members in respect of that share in such manner as may be appropriate; and/or
- (f) take such other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him.

7.4 For the purposes of this Article 7:

- (a) words and expressions shall have the same respective meanings as in the Uncertificated Securities Regulations;
- (b) references to an uncertificated share or to a share (or to a holding of shares) being in uncertificated form are references to that share being an uncertificated unit of a security, and references to a certificated share or to a share being in certificated form are references to that share being a unit of a security which is not an uncertificated unit; and
- (c) 'cash memorandum account' means an account so designated by the operator of the relevant system.

8 UNTRACED SHAREHOLDERS

8.1 The Company shall be entitled to sell at the best price reasonably obtainable any share held by a member, or any share to which a person is entitled by transmission on death or bankruptcy or otherwise by operation of law, if all the following stipulations are complied with:

- (a) during a period of 12 years within which at least three dividend payments in respect of the shares in question have become payable, no cheque or warrant sent by the Company in the manner prescribed by these Articles has been cashed and no communication has been received by the Company from the member or person concerned;
- (b) the Company has, at the expiration of such period of 12 years, by advertisement in both a national daily newspaper and in a newspaper circulating in the area of the last known postal address at which service of notices upon such member or person may be effected in accordance with these Articles, given notice of its intention to sell such share; and
- (c) the Company has not during a further period of three months after the date of the advertisement and prior to the sale of the share received any communication from the member or person concerned.

8.2 To give effect to any such sale the Company may appoint any person to transfer as transferor such share (including to execute an instrument of transfer of such share), and such transfer shall be as effective as if it had been performed by the holder of, or person entitled by transmission to, such share. The Company shall be liable to account without interest to the member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor and not a trustee for him in respect of the same. Subject to this, such net proceeds may be employed for the benefit of the Company and the Company shall not be liable to account to the member or other person entitled to such share for any amount earned on the net proceeds.

9 GENERAL MEETINGS

9.1 The Company shall in each period specified by the Act hold a General Meeting as its Annual General Meeting (in addition to any other General Meetings held during that period). Subject to the foregoing and to the provisions of the Companies Acts, the Annual General Meeting shall be held at such time and place as the Directors may determine.

9.2 The Directors may call General Meetings whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene a General Meeting within 21 days from the date on which they become subject to the requirement and to be held on a date not more than 28 days after convening the meeting.

9.3 Subject to the provisions of the Companies Acts, an Annual General Meeting shall be called on not less than 21 days' notice and all other General Meetings shall be called on not less than 14 days' notice. The period of notice shall in each case be exclusive of the day on which it is given or deemed to be given and of the day on which the meeting is to be held. The accidental omission to give notice (or any document intended to accompany any notice) to, or non-receipt of notice (or any document intended to accompany any notice) by, any person entitled to it shall not invalidate the proceedings at any General Meeting.

9.4 Every notice calling a General Meeting shall be in writing and shall specify the place, the day and the time of the meeting, the general nature of the business to be dealt with at the meeting, and in the case of an Annual General Meeting, shall specify the meeting as such. Notices shall be given as provided by these Articles to all the members, other than those who under the provisions of these Articles or the conditions of issue of the shares held by them are not entitled to receive the notice, to the Directors (including the alternate directors) and to the Auditors and (where required by the Companies Acts) former auditors of the Company.

9.5 In every notice convening a General Meeting of the Company or a meeting of any class of its members there shall appear with reasonable prominence a statement that a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at the meeting, and that a member may appoint more than one proxy provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.

9.6 Every notice convening a General Meeting of the Company or a meeting of any class of its members shall be accompanied by a form of proxy notice (with or without provision for its return prepaid) either in blank or nominating in the alternative any one or more of the Directors or the chairman of the meeting or any other person or persons. Every such form of proxy notice shall:

- (a) provide for at least three-way voting on all resolutions intended to be proposed at the related meeting (except procedural resolutions); and

- (b) state that, if it is returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so how, he votes.

9.7 Where, by any provision contained in the Companies Acts, special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than 28 days (or such shorter period as the Act permits) before the meeting at which it is moved, and the Company shall give to the members notice of any such resolution as required by and in accordance with the provisions of the Act.

9.8 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any meeting of any class of members of the Company, in accordance with the provisions of section 323 of the Act. The Company may, but shall not be bound to, require any person so authorised to provide evidence of his authority.

10 PROCEEDINGS AT GENERAL MEETINGS

10.1 The Chairman (if any) of the Board of Directors, or in his absence the Deputy or Vice-Chairman (to be chosen, if there be more than one, by agreement amongst them or, failing agreement, by order of appointment) shall preside as chairman at every General Meeting of the Company. If there be no such chairman or Deputy or Vice-Chairman, or if at any meeting none be present within five minutes after the time appointed for holding the meeting, or if none of them be willing to act as chairman, the Directors present shall choose some Director present to be chairman. If no Director be present, or if all the Directors present decline to take the chair, the members present shall choose some member present to be chairman of the meeting.

10.2 No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as in these Articles otherwise provided, two members present in person or by proxy and entitled to vote at the meeting shall be a quorum for all purposes. Where the Company only has one member from time to time, the sole member present in person or by proxy and entitled to vote at the meeting shall be a quorum for all purposes.

10.3 If within 30 minutes from the time appointed for a General Meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of or by members, shall be dissolved. In any other case (subject to the requirements of section 307A of the Act where applicable), it shall stand adjourned to such other day, and at such time and place, as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine, and in the latter case not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. If at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting, the meeting shall be dissolved.

10.4 The Directors may make whatever arrangements as they shall in their absolute discretion consider to be appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it and may from time to time vary any such arrangements or substitute new arrangements. For these purposes:

- (a) a person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting; and
- (b) a person is able to exercise the right to vote at a General Meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

In determining attendance at a General Meeting, it is immaterial whether any two or more persons attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

10.5 Subject to the Companies Acts, the Board may, for the purpose of controlling the level of attendance and ensuring the safety of attenders at any place specified for the holding of a General

Meeting, from time to time make such arrangements as the Board shall in its absolute discretion consider to be appropriate (including the imposition of security requirements) and may from time to time vary any such arrangements or substitute new arrangements. The entitlement of any person to attend a General Meeting at such place shall be subject to any such arrangements as may for the time being be approved by the Board. In particular, the Board may, when or at any time after specifying the place of the General Meeting:

- (a) direct that the meeting shall be held at a place specified in the notice at which the chairman of the meeting shall preside (the '**Principal Place**'); and
- (b) make arrangements for simultaneous attendance and participation at other places by persons otherwise entitled to attend the General Meeting but excluded from it pursuant to such arrangements, provided that persons attending at the Principal Place and at all such other places shall be able to exercise their rights to speak and vote at that meeting.

Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance at any of such other places, provided that they shall operate so that any such excluded members are able to attend at one of such other places. For the purposes of all other provisions of these Articles the General Meeting shall be treated as being held and taking place at the Principal Place.

- 10.6 Subject to the Companies Acts, the chairman of any General Meeting may take such action as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of meeting; and his decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any matter is of such nature. In particular:

- (a) he may invite any person to attend and speak whom he considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting; and
- (b) he may exclude from the meeting any member or other person who does not submit to, or fails to pass appropriate security provisions imposed under the preceding Article, or who engages in disorderly conduct.

- 10.7 The chairman of any General Meeting at which a quorum is present may, with the consent of such meeting (and shall if so directed by the meeting), adjourn the meeting from time to time (or indefinitely) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the original meeting. When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be determined by the Directors. When a meeting is adjourned for 30 days or more or indefinitely, seven days' notice at least of the adjourned meeting shall be given in like manner as in the case of the original meeting.

- 10.8 The chairman of any General Meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either indefinitely or to another time or place where it appears to him that:

- (a) the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
- (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
- (c) an adjournment is otherwise necessary to protect the safety of any person attending the meeting or so that the business of the meeting may be properly conducted.

- 10.9 Save as provided in Article 10.7 or Article 10.3, it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 10.10 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the related substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case

of a resolution duly proposed as a Special Resolution no amendment to it (other than a mere clerical amendment or to correct a patent error) may in any event be considered or voted upon.

- 10.11 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless in advance of the General Meeting or before, or upon the declaration of the result of, the show of hands a poll is demanded:

- (a) by the chairman of the meeting; or
- (b) by not less than five members having the right to vote on the resolution; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to shares in the Company held as treasury shares),

and the appointment of a proxy to vote on a matter at a meeting of the Company authorises the proxy to demand, or join in demanding, a poll on the matter. In applying these provisions a demand by a proxy counts for the purposes of paragraph (b) as a demand by the member and for the purposes of paragraph (c) as a demand by a member representing the voting rights that the proxy is authorised to exercise. Unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of General Meetings of the Company, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 10.12 If a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting may direct (including the use of ballot or voting papers or electronic means), and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall), in the event of a poll, appoint scrutineers (who need not be members) and may fix some place and time for the purpose of declaring the result of the poll.

- 10.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time and place as the chairman of the meeting shall direct not being more than 30 days from the date of the meeting or the adjourned meeting at which the poll was demanded. No notice need be given of a poll not taken immediately. If the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

- 10.14 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman; and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the chairman, the meeting shall continue as if the demand had not been made. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

11 VOTES OF MEMBERS

- 11.1 Subject to the Companies Acts and these Articles, the right to vote at a General Meeting shall be determined by reference to the register of members as at a time (determined by the Board) that is not more than 48 hours before the time for the holding of the meeting. In calculating such period, no account need be taken of any part of a day that is not a working day.

- 11.2 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, the Companies Acts or the Uncertificated Securities Regulations:

- (a) on a vote on a resolution on a show of hands at a meeting:
 - (i) every member who is present in person shall have one vote; and
 - (ii) subject to Article 11.3, every proxy present who has been duly appointed by one or more members shall have one vote;

- (b) on a vote on a resolution on a poll taken at a meeting:
 - (i) every member who is present in person shall have one vote for every share of which he is the holder;
 - (ii) a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way; and
 - (iii) all or any of the voting rights of a member may be exercised by one or more duly appointed proxies (but where a member appoints more than one proxy, this provision does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person).

11.3 On a vote on a resolution on a show of hands at a meeting, the following additional provisions shall apply where a proxy has been duly appointed by more than one member entitled to vote on the resolution:

- (a) if the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, the proxy has one vote for and one vote against the resolution; and
- (b) If the circumstances in (a) do not apply and the proxy has been instructed by one or more of those members to vote in one direction on the resolution and has been given a discretion in which direction to vote by one or more other of those members, the proxy has one vote in the direction he has been so instructed and may (at his discretion) cast another vote in the other direction.

11.4 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names of the holders stand in the Register of Members in respect of the share.

11.5 A member of the Company is entitled to appoint any person (whether a member or not) as his proxy to exercise all or any of his rights to attend and speak and vote at a meeting of the Company. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. Where a member appoints more than one proxy, each such appointment shall state the whole number of shares in respect of which each proxy is to be appointed, and a proxy appointment which fails to do so may be treated as invalid by the Company. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which (whether made in hard copy form or in electronic form):

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General Meeting to which they relate.

The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself and to vote on any poll taken or demanded at any such meeting. Unless the Board determines that some other manner of authentication will be accepted, a proxy notice shall be signed by the appointor or by his duly appointed attorney, or if the appointor is a corporation shall be executed either under its common seal or signed by a duly authorised officer or attorney of the corporation. The Directors may, but shall not be bound to, require evidence of the authority of such officer or attorney. The appointment of a proxy need not be witnessed. A person who is entitled to attend, speak or vote at a General Meeting remains so

entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered by or on behalf of that person.

11.6 Any notice of a General Meeting must specify the address or addresses ("**proxy notification address**") at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form. A proxy notice, together with (unless the Directors waive such requirement) the power of attorney or other authority (if any) under which it is signed, executed or otherwise authenticated, or a copy of such power or authority, certified notarially or in some other way approved by the Directors:

- (a) subject to paragraphs (b) and (c) below, shall be delivered to a proxy notification address not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;
- (b) in the case of a poll taken more than 48 hours after it is demanded, may be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll; and
- (c) in the case of a poll not taken during the meeting but taken not more than 48 hours after it is demanded, may be delivered at the meeting at which the poll was demanded to the chairman of the meeting, Secretary or any Director;

and in default the proxy notice shall not be treated as valid. In calculating when a proxy notice is to be delivered no account need be taken of any part of a day that is not a Business Day (unless the notice of meeting specifies otherwise). The like time limits shall also apply to the cancellation or revocation of any such proxy notice. Subject to Article 11.4, where more than one proxy notice is delivered, deposited or received in respect of the same shares, that delivered, deposited or received latest shall prevail; if it is not clear which was delivered, deposited or received latest, none shall be valid. A proxy notice shall not be valid after the expiration of 12 months from the date named in it as the date of its signature, execution or other authentication, except on a poll demanded at a meeting or an adjourned meeting in cases where the original meeting was held within 12 months from such date.

11.7 Where in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that regard to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

11.8 A vote given in accordance with the terms of the appointment of a proxy or by the duly authorised representative of a corporate member, or a poll demanded by proxy or by the duly authorised representative of a corporate member, shall be valid despite (in the case of a proxy) the previous death or mental disorder of the principal or the revocation of the appointment of a proxy or of the authority under which the appointment of a proxy was signed, executed or otherwise authenticated or (in the case of a duly authorised representative of a corporate member) the revocation of his appointment, unless evidence in writing of such death, mental disorder or revocation has been delivered in accordance with the procedures and within the time limits for the delivery of proxy notices set out in Article 11.6.

11.9 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive. The Company shall be under no obligation to ascertain whether proxies or corporate representatives appointed by members are voting in accordance with their instructions and no vote shall be invalidated should such instructions not be followed.

12 DISCLOSURE OF INTERESTS

12.1 Section 793 of the Act ("**section 793**") and sections 820 to 825 of the Act shall be deemed to be incorporated into these Articles and accordingly to apply as between the Company and each member. If a notice is given under section 793 (a "section 793 notice") to a person appearing to be interested in any shares a copy shall at the same time be given to the holder of those shares but

the accidental omission to do so or the non-receipt by the member shall not prejudice the operation of the provisions of this Article 12. The provisions of this Article 12 shall be without prejudice to the provisions of section 794 of the Act, and in particular the Company shall be entitled to apply to the court under section 794(1) whether or not these provisions apply or have been applied.

- 12.2 If a member or any person appearing to be interested in any shares held by a member has been duly served with a section 793 notice and is in default for the relevant period (as defined in Article 12.8) from such service in supplying to the Company the information required, the provisions of Articles 12.3 and 12.4 shall apply. The restrictions imposed by those paragraphs in relation to any shares shall continue until a relevant event occurs in relation to those shares and shall lapse when it does so. For this purpose, a 'relevant event' is either of the following:

- (a) due compliance, to the satisfaction of the Company, with the section 793 notice; or
- (b) receipt by the Company of notice that the shareholding has been sold to an unconnected third party pursuant to an arm's-length transfer (as defined in Article 12.6).

Any dividends withheld pursuant to Article 12.4 shall be paid to the member as soon as practicable after the restrictions contained in that Article lapse.

- 12.3 If the member has a holding of less than 0.25 per cent of any class of shares, then, subject to Article 12.5 and unless the Directors otherwise determine, the member shall not be entitled in respect of the shares referred to in the section 793 notice to attend or vote at a General Meeting either personally or by proxy.

- 12.4 If the member has a holding of at least 0.25 per cent of any class of shares, then, subject to Article 12.5 and unless the Directors otherwise determine, the member shall not be entitled in respect of the shares concerned:

- (a) to attend or vote at a General Meeting either personally or by proxy, or to exercise any other right conferred by membership in relation to meetings of the Company; or
- (b) to receive any dividend (including shares issued in lieu of dividend) in respect of such shares; or
- (c) to transfer or agree to transfer any of such shares, or any rights in them.

- 12.5 The restrictions in Articles 12.3 and 12.4 shall be without prejudice to the right of either the member holding the shares concerned or, if different, the beneficial owner of those shares to effect or agree to sell those shares to an unconnected third party acting in good faith by way of an arm's-length transfer.

- 12.6 For the purposes of this Article 12, an 'arm's-length transfer' in relation to any shares shall include a transfer pursuant to:

- (a) a sale of those shares on a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or on any stock exchange outside the United Kingdom on which the shares are normally traded; or
- (b) an offer made to all the holders (or all the holders other than the person making the offer and his nominees) of the shares in the Company to acquire those shares or a specified proportion of them, or to all the holders (or all the holders other than the person making the offer and his nominees) of a particular class of those shares to acquire the shares of that class or a specified proportion of them.

- 12.7 For the purposes of this Article 12, the Company shall be entitled to treat any person as appearing to be interested in any shares if:

- (a) the member holding such shares or any person who is or may be interested in such shares either fails to respond to a section 793 notice (or has given to the Company a notification pursuant to a section 793 notice which in the opinion of the Directors fails to establish the identities of those interested in the shares) and if (after taking into account such notification and any other relevant notification pursuant to a section 793 notice) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; or

- (b) that person (not being the member) is interested in those shares for the purposes of Part 22 of the Act.

12.8 For the purposes of this Article 12, the 'relevant period' shall be, in a case falling within Article 12.3, 28 days and, in a case falling within Article 12.4, 14 days.

13 DIRECTORS

13.1 Subject to the following, the Directors shall be not less than two in number. There shall be no maximum number of Directors. The Company may by Ordinary Resolution from time to time vary the minimum number and may also determine and from time to time set a maximum number of Directors. For the avoidance of doubt, the minimum number of Directors from time to time shall not be less than two, pursuant to section 154(2) of the Act.

13.2 A Director and an alternate Director shall not be required to hold shares in the Company but nevertheless shall be entitled to attend and speak at any General Meeting of the Company and at any separate meeting of the holders of any class of shares in the Company

13.3 NOT USED.

13.4 Any Director who serves on any committee or who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, lump sum, percentage of profits or otherwise as the Directors may determine.

13.5 Each Director (other than an alternate Director) may at any time appoint another Director or (subject to the approval of a majority of the Directors for the time being) any other person to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him from office and (subject to the approval of a majority of the Directors for the time being), appoint another person in his place.

13.6 An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointor is for the time being absent from the United Kingdom or unable to act through ill health or disability, execution by him of any resolution in writing of the Directors shall be as effective as execution by his appointor.

13.7 An alternate Director shall cease to be an alternate Director on the happening of any event which, if he were a Director, would cause him to vacate such office, or if his appointor ceases for any reason to be a Director; provided that, if any Director retires, whether by rotation or otherwise, but is re-appointed or is deemed to have been re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired.

13.8 All appointments and removals of alternate directors shall be effected by notice in writing, signed by the appointor Director or otherwise authenticated in such manner as the other Directors may accept. An appointment notice must identify the proposed alternate Director and be accompanied by a statement made by the proposed alternate Director that he is willing to act as the alternate of the Director giving the notice.

13.9 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of the Director appointing him. An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director but his remuneration shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the latter's remuneration as shall be agreed between them.

14 **DIRECTORS: APPOINTMENT AND RETIREMENT**

14.1 Subject to the provisions of these Articles, at the Annual General Meeting in every year any Director who as at the date of the relevant Annual General Meeting:

- (a) has been in office more than three years since his appointment or last re-appointment; or
- (b) held office at the time of the two preceding Annual General Meetings and did not retire at either of them and has not otherwise ceased to be a Director (either by resignation, retirement, removal or otherwise) and been re-appointed by general meeting of the Company at or since either such Annual General Meeting; or
- (c) has held office with the Company (other than employment or executive office) for a continuous period of nine years or more at the date of the relevant Annual General Meeting,

shall retire and shall be eligible for re-appointment. A Director retiring at a meeting shall, if he is not re-appointed, remain in office until the meeting appoints someone in his place or, if it does not do so, until the end of that meeting.

14.2 The Company at the meeting at which a Director retires may fill the vacated office by appointing a person to that office, and in default the retiring Director, if willing to act, shall be deemed to have been re-appointed, unless at such meeting it is expressly resolved not to fill the vacancy, or a resolution for the re-appointment of such Director shall have been put to the meeting and lost, or such Director shall have given notice in writing to the Company that he is unwilling to be re-appointed, or where the default is due to the moving of a resolution in contravention of Article 14.4.

14.3 No person other than a Director retiring at the meeting shall, unless recommended by the Directors for appointment, be eligible for appointment to the office of Director at any General Meeting unless, not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the day appointed for the meeting, there shall have been given to the Company notice in writing by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of Directors, and also notice in writing signed by the person to be proposed of his willingness to be appointed.

14.4 At a General Meeting a motion for the appointment of two or more persons as Directors by a single resolution shall not be proposed unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being given against it, and for the purposes of this Article a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for his appointment.

14.5 The Directors shall have power at any time, and from time to time, to appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, but so that the total number of Directors shall not at any time exceed any maximum number determined by or in accordance with these Articles. Subject to the provisions of the Companies Acts and of these Articles, any Director so appointed shall hold office only until the conclusion of the next following Annual General Meeting, and shall be eligible for re-appointment at that meeting. If not re-appointed at such Annual General Meeting any Director who retires under this Article shall vacate office at the conclusion of the meeting.

14.6 Subject to the provisions of these Articles, the Company may at any time, and from time to time, by Ordinary Resolution appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director and, without prejudice to the provisions of the Companies Acts, may by Ordinary Resolution remove a Director (including a Director holding executive office) before the expiration of his period of office, but so that such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.

14.7 The office of a Director shall be vacated in any of the following events:

- (a) If (but in the case of a Director holding any executive office subject to the terms of any contract of service between him and the Company) notification in writing, signed by the Director or otherwise authenticated in such manner as the other Directors may accept, is received by the Company from the Director that he is resigning or retiring from office as a Director, and such resignation or retirement has taken effect in accordance with its terms, or

if he shall in writing offer to resign or retire and the Directors shall resolve to accept such offer;

- (b) if he becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally in satisfaction of his debts or shall apply to the Court for an interim order under section 253 of the Insolvency Act 1986;
- (c) if a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (d) if he is absent from meetings of the Directors for six successive months without leave, and his alternate Director (if any) shall not during such period have attended in his stead, and the Directors resolve that his office be vacated; or
- (e) if he ceases to be a Director by virtue of any provision of the Companies Acts or becomes prohibited by law from being a Director.

15 DIRECTORS: EXECUTIVE OFFICE

15.1 The Directors may from time to time appoint any one or more of their body to be holder of any executive office for such period (subject to the provisions of the Companies Acts) and on such terms and with or without such title or titles (including but not limited to Chairman, Deputy Chairman, Vice-Chairman, Managing Director, Chief Executive and Joint, Deputy or Assistant Managing Director or Chief Executive) as they think fit. The Directors may also at any time remove such person from any such office.

15.2 A Director appointed to any such office shall receive such remuneration (whether by way of salary, commission, participation in profits, provision for retirement or insurance benefit, or partly in one way and partly in another, or otherwise) as the Directors may determine.

15.3 The appointment of any Director to the office of Chairman or Deputy or Vice Chairman or Managing Director or Chief Executive or Joint Managing or Deputy or Assistant Managing Director or Chief Executive shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

15.4 The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly so state; such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

15.5 The Directors may entrust to and confer upon any Director appointed to any such office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

15.6 Subject to the provisions of the Companies Acts, the Directors may from time to time, and at any time, pursuant to this Article appoint any other persons to any post with such descriptive title including that of director (whether as executive, group, divisional, departmental, deputy, assistant, local, advisory director or otherwise) as the Directors may determine and may define, limit vary and restrict the powers, authorities and discretions of persons so appointed and may determine their remuneration and duties, and subject to any contract between him and the Company may remove from such post any person so appointed. A person so appointed shall not be a Director of the Company for any of the purposes of these Articles or of the Companies Acts, and accordingly shall not be a member of the Board of Directors, nor shall he be entitled to be present at any meeting of the Board except at the request of the Board and if present at such request he shall not be entitled to vote.

16 DIRECTORS: PROCEEDINGS

16.1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall (whether or not - and, if so, regardless of how - he has already voted) be entitled to a casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any

time summon a meeting of the Directors. Notice of a meeting of the Directors need not be given to Directors who waive their entitlement to notice of that meeting and such waiver may be given after the meeting has been held. Where such waiver is given after the meeting has been held, that does not affect of the validity of the meeting, or of any business conducted at it.

- 16.2 A Director who is unable to attend any meeting of the Directors and has not appointed an alternate Director may authorise any other Director to vote for him at the meeting, and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised in addition to his own vote. Any such authority must be in writing signed by the authorising Director or otherwise authenticated in such manner as the other Directors may accept.
- 16.3 The quorum necessary for the transaction of the business of the Directors may be determined from time to time by the Directors, and unless so determined at any other number shall be two. For the purposes of this Article a person who holds office only as an alternate Director shall, if his appointor is not present, be counted in a quorum, but so that not less than two individuals shall constitute the quorum.
- 16.4 Directors shall be deemed to participate in a meeting of the Directors, or part of a meeting of the Directors, when the meeting has been called and takes place in accordance with these Articles and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. In determining whether Directors are participating in a meeting of the Directors, it is irrelevant where any Director is or how they communicate with each other. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. In the absence of a decision it shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- 16.5 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their body, but if and so long as the number of Directors is reduced below the minimum number determined by or in accordance with these Articles, or below the number determined by or pursuant to these Articles as the quorum of Directors, the continuing Directors or Director may act for the purpose of filling such vacancies in their body or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members (or, where the Company only has one member from time to time, the sole member) may summon a General Meeting for the purpose of appointing Directors.
- 16.6 The Directors may, from their number, from time to time elect and remove a Chairman and, if thought fit, one or more Deputy Chairmen or Vice-Chairmen and determine the period for which they are to hold office. The Chairman, or in his absence the Deputy Chairman (to be chosen, if there be more than one, by agreement amongst themselves or, failing agreement, by lot), or in the absence of any Deputy Chairman the Vice-Chairman (to be chosen, if there be more than one, in the same way), shall preside at all meetings of the Directors, but if no such Chairman, Deputy Chairman or Vice-Chairman be elected, or if at any meeting neither the Chairman nor any Deputy Chairman or Vice-Chairman be willing to preside or none of them be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 16.7 Any Director may propose a directors' written resolution, and the company secretary shall propose a directors' written resolution if a Director so requests. A directors' written resolution is proposed by giving notice in writing of the proposed resolution to each of the Directors. Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith. A proposed directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a meeting of the Directors have signed one or more copies of it or have otherwise indicated their agreement to it in writing, provided that those Directors would have formed a quorum at such a meeting. It is immaterial whether any Director signs the resolution or indicates his agreement before or after the time by which the notice proposed that it should be adopted. Once a directors' written resolution has been adopted, it shall be treated as and shall be effective as if it had been a decision taken at a meeting of the Directors in accordance with these Articles. Any such resolution or document signed by an alternate Director shall be deemed to have been signed by the Director who appointed such alternate Director.

16.8 The Directors may delegate any of their powers or discretions to one or more committees. To the extent that any power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to its exercise by such committee. Any committee so formed shall in the exercise of the powers so delegated conform with any regulations which may from time to time be imposed by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations imposed by the Directors under this Article.

16.9 All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director or as a member of any such committee, shall, despite the fact that it is discovered afterwards that there was some defect in the appointment of any such Director or person acting as Director or member, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

17 DIRECTORS' INTERESTS

17.1 Provided that he has declared to the other Directors the nature and extent of any interest of his, a Director, notwithstanding his office.

- (a) may be a party to, or otherwise interested in, any contract, transaction, arrangement or proposal with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any contract, transaction, arrangement or proposal with, or otherwise interested in, any other body corporate or other undertaking promoted by the Company or in which the Company is otherwise interested; and
- (c) may act by himself or his firm in a professional capacity (other than that of auditor) for the Company or any other body corporate or firm promoted by the Company or in which the Company is otherwise interested and he or his firm will be entitled to remuneration for professional services as if he were not a Director.

17.2 If a situation (a 'Relevant Situation') arises in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (other than a conflict of interest arising in relation to a transaction or arrangement with the Company or a situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply:

- (a) if the Relevant Situation arises from the appointment or proposed appointment of a person as a Director of the Company, the Directors (other than the Director, and any other Director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the appointment of the Director and the Relevant Situation on such terms as they may determine;
- (b) if the Relevant Situation arises in circumstances other than in Article (a), the Directors (other than the Director, and any other Director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution) may resolve to authorise the Relevant Situation and the continuing performance by the Director of his duties on such terms as they may determine.

17.3 Any terms determined by the Directors under Article 17.2(a) or 17.2(b) may be imposed at the time of authorisation or may be imposed or varied subsequently and may include (without limitation):

- (a) subject always to these Articles, whether the interested Director(s) may vote (or be counted in the quorum at a meeting) in respect of any resolution relating to the subject matter of the Relevant Situation;
- (b) the exclusion by the Company of the interested Director(s) from all information and discussion by the Directors or within the Company or any subsidiary undertaking of the Company in respect of the subject matter of the Relevant Situation; and

- (c) (without prejudice to any other obligations of confidentiality) the application to the interested Director(s) of a strict duty of confidentiality to the Company in respect of any confidential information of the Company or any subsidiary undertaking of the Company in relation to the subject matter of the Relevant Situation.

17.4 An interested Director must act in accordance with any terms determined by the Directors under Article 17.2(a) or 17.2(b).

17.5 Except as specified in Article 17.2 above, any proposal made to the Directors and any authorisation by the Directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these Articles

17.6 Any authorisation of a Relevant Situation given by the Directors under Article 17.2 may provide that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party or in respect of which he owes a duty of confidentiality to a third party or the disclosure of which would amount to a breach of applicable law or regulation, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation.

17.7 A Director shall not, by reason of his holding an office as a Director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from:

(a) any Relevant Situation authorised under Article 17.2 or permitted under Article 17.1; or

(b) any interest permitted under Article 17.1,

nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of the Director's duty under section 176 of the Act, and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any Director having any type of interest authorised under Article 17.2 or permitted under Article 17.1.

17.8 If a Relevant Situation within Article 17.2(a) or 17.2(b) arises in respect of a Director he must notify the other Directors as soon as practicable after he becomes aware of the situation.

17.9 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors in accordance with the Act.

17.10 Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of his interest to the other Directors in accordance with the Act, unless the nature and extent of the interest has been declared under Article 17.9.

17.11 References in these Articles to a conflict of interest include a conflict of interest and duty and a conflict of duties, and an interest includes both a direct and an indirect interest. A declaration of interest or other notification may be made by a Director for the purposes of this Article 17 at a meeting of the Directors or by notice in writing to the other Directors. A Director need not declare any interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or if he is not aware of the interest, or if, or to the extent that, the other Directors are already aware of it (and for these purposes a Director will be treated as aware of anything of which he ought reasonably to be aware) or if, or to the extent that, it concerns terms of his service contract that have been or are to be considered (a) by a meeting of the Directors or (b) by a committee of the Directors appointed for the purpose under the Company's constitution.

18 RESTRICTIONS ON VOTING

18.1 Save as expressly provided, a Director shall not vote on or in respect of any contract or arrangement or any other proposal in which he has any direct or indirect interest other than an interest that cannot reasonably be regarded as likely to give rise to a conflict of interest or an interest that arises by virtue of his interests in shares or debentures or other securities or rights of or otherwise in or through the Company (a 'Material Interest'). However, subject to the provisions of the Companies Acts and these Articles, a Director shall be entitled to vote (and be counted in the

quorum) in respect of any contract or arrangement or any other proposal in which he has any interest which is not a Material Interest. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

18.2 Subject to the provisions of the Companies Acts and these Articles a Director shall (in the absence of some other Material Interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of a resolution relating to any of the following matters:

- (a) the giving of any security, guarantee or indemnity in respect of:
 - (i) money lent or to be lent or obligations incurred or to be incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings; or
 - (ii) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed or is to assume responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (b) any proposal whereby the Company or any of its subsidiary undertakings is offering securities under an offer in which he is or may be entitled to acquire any of such securities or to participate in the underwriting or sub-underwriting or guarantee of any of such securities;
- (c) any proposal relating to any other body corporate or firm in which he is not beneficially interested, directly or indirectly, in one per cent or more of the issued shares of any class of the equity share capital of such body corporate or firm or of the voting rights available to members at a general meeting of such body corporate or firm;
- (d) any proposal relating to an arrangement for the benefit of employees or former employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees or former employees to whom such arrangement relates; and
- (e) any proposal concerning (i) insurance which the Company proposes to maintain or purchase for the benefit of persons including Directors or (ii) indemnities in favour of Directors or (iii) the funding of expenditure by one or more Directors on defending proceedings against such Director or Directors or (iv) doing anything to enable such Director or Directors to avoid incurring such expenditure.

18.3 Where proposals are under consideration concerning the appointment (including determining or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately, and in such case each of the Directors concerned shall, if not otherwise debarred from voting under these Articles, be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

18.4 If any question shall arise at any time as to whether a Director's interest is a Material Interest or as to the entitlement of any Director to vote and/or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall (subject to the Companies Acts) be referred to the chairman of the meeting (or, where such question shall arise concerning such chairman, to such other Director present at the meeting as the Directors present, other than such chairman, shall by majority vote appoint) and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned has not been disclosed.

18.5 Subject to the provisions of the Companies Acts, the Company may by ordinary resolution suspend or relax the provisions of this Article 18 either generally or in respect of any particular matter, or ratify any contract, transaction, arrangement or proposal not duly authorised by reason of a contravention of these Articles.

18.6 For the purposes of this Article 18:

- (a) the interest of any person who is connected with a Director (within the meaning of section 252 of the Act) shall be taken to be the interest of that Director;

- (b) an interest (whether of his or of such a connected person) of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

19 DIRECTORS' PENSIONS AND OTHER BENEFITS

19.1 The Directors may establish, maintain, participate in or contribute to, or procure the establishment and maintenance of, participation in or contribution to, any pension, annuity, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any subsidiary undertaking of the Company or any undertaking which is allied to or associated with the Company, or with any such subsidiary undertaking, or who may be or have been Directors or officers of the Company, or of any such other undertaking, and the spouses or civil partners, widows, widowers or surviving civil partners who have not entered into another civil partnership, families and dependants of any such persons ('**Relevant Persons**'), and also establish, subsidise and subscribe to any institutions, associations, societies, clubs, trusts or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other undertaking, or of any such persons, and make payments for or towards the insurance of any such persons, and (subject to the provisions of the Companies Acts) establish and contribute to any scheme for the acquisition of shares in the Company or its holding company (whether or not an employees' share scheme) and (subject to the provisions of the Companies Acts) lend money to the Company's employees to enable them to acquire such shares, and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and do any of such matters either alone or in conjunction with others. Subject always, if the Companies Acts shall so require, to particulars with respect to the proposed payment being disclosed to the members of the Company and to the proposal being approved by Ordinary Resolution, any Director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance, benefit or emolument.

19.2 Subject to the Companies Acts, the powers conferred by Article 19.1 may be exercised by resolution of the Directors and include (if they would not otherwise do so) power to make provision for the benefit of any Relevant Persons in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or of any subsidiary undertaking of the Company or of any undertaking which is allied to or associated with the Company, or with any such subsidiary undertaking

20 DIRECTORS: GENERAL POWERS

20.1 The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Companies Acts or by these Articles required to be exercised by the Company in General Meeting, including the power to borrow money and to mortgage or charge the Company's undertaking, property and uncalled capital or any part thereof, and the power to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or any third party, provided that no resolution made by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if such resolution had not been made, subject nevertheless to these Articles, to the provisions of the Companies Acts, and to such directions or regulations, being not inconsistent with the foregoing provisions, as may be prescribed by the Company by Special Resolution. No direction or regulation prescribed by the Company by Special Resolution shall invalidate any prior act of the Directors which would have been valid if such direction or regulation had not been prescribed. The general powers given to the Directors by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

20.2 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories and on such terms and conditions as they think fit. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

20.3 The Company may change its name by decision of the Directors.

20.4 To the extent permitted by the Companies Acts, the Company may cause to be kept in any territory a branch Register of Members resident in that territory, and the Directors may (subject to the provisions of the Companies Acts) make and vary such regulations as they think fit as regards the keeping of any such register.

20.5 All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, executed or otherwise authenticated, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

21 **NOT USED**

22 **ADMINISTRATIVE PROVISIONS**

22.1 The Directors shall cause minutes to be made:

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of Directors and of any committee of Directors; and
- (c) of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of Directors.

22.2 All such minutes, if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next following meeting, shall be evidence of the proceedings.

22.3 Subject as required by the Companies Acts, any register, index, minute book or accounting records required by these Articles or by law to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against, and for facilitating the discovery of, falsification.

22.4 The Company shall at all times have a Secretary pursuant to section 271 of the Act. Subject to the Companies Acts the Secretary (or, if thought fit, Joint Secretaries) of the Company shall be appointed by the Directors on such terms and for such period as they may think fit, and the Directors may also appoint one or more assistant or deputy Secretaries. Any Secretary or assistant or deputy Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

22.5 Anything required or authorised by the Companies Acts to be done by or to the Secretary of the Company may, if the office is vacant or such Secretary is absent or there is for any other reason no such secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary, or if such assistant or deputy Secretary is absent or for any other reason not capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors; provided that any provision of the Companies Acts or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

22.6 The Directors shall provide for the safe custody of the Seal and the Securities Seal and neither shall be used except by the authority of a resolution of the Directors or of a committee of the Directors authorised in that behalf by the Directors. The Directors may from time to time make such regulations as they see fit (subject to the provisions of these Articles in relation to share and debenture certificates) determining the persons and the number of such persons who shall sign every instrument to which the Seal or the Securities Seal is affixed, and until otherwise so determined (and subject to the provisions of these Articles in relation to documents or certificates creating or evidencing securities) every such instrument shall be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this Article, an authorised person is:

- (a) any Director;

- (b) the Company Secretary; or
- (c) any person authorised by the Directors for the purpose of signing documents to which the seal is attached.

22.7 The Company may have an official seal for use abroad under the provisions of the Companies Acts where and as the Directors shall determine, and the Company may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such official seal, and may impose such restrictions on the use of it as shall be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, so far as may be applicable, be deemed to include any such official seal.

22.8 The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal shall not require to be signed. For the purposes of these Articles, references to a document being sealed with the Securities Seal or to the Securities Seal being affixed to a document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the Directors for such purposes and in relation to that document or documents of a class to which it belongs.

22.9 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee of the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts; and, where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody of them shall be deemed to be a person appointed by the Directors. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting of the Company or of the Directors or any committee of the Directors, which is certified as a copy shall be conclusive evidence in favour of all persons dealing with the Company in good faith that such resolution has been duly passed or, as the case may be, that such copy or extract is a true and accurate record of proceedings at a duly constituted meeting.

23 RESERVES, DIVIDENDS AND CAPITALISATION

23.1 The Directors may from time to time before recommending any dividend, whether preferential or otherwise, set aside out of the profits of the Company (including any premiums received upon the issue of debentures or other securities or rights of the Company), and carry to reserve, such sums as they think proper as a reserve or reserves. Such sums shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may properly be applied and, pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments (including, but subject to the provisions of the Companies Acts, the shares of the Company or its holding company, if any) as the Directors may from time to time think fit. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits which they may think it prudent not to divide.

23.2 The profits of the Company available for dividend and resolved to be distributed shall be applied in the payment of dividends to the members in accordance with their respective rights and priorities. The Company in General Meeting may declare dividends accordingly, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be payable otherwise than in accordance with the Companies Acts and out of the profits of the Company available for that purpose.

23.3 Subject to the rights of holders, if any, of shares with special rights as to dividends, all dividends shall be declared and paid pro rata to the nominal amounts of the shares in respect of which the dividend is paid, except that, if any share is issued on terms providing that it shall carry any particular rights as to dividend, such share shall rank for dividend accordingly.

23.4 The Directors may if they think fit from time to time resolve to pay to the members such fixed or variable interim dividends as appear to the Directors to be justified by the profits of the Company and are permitted by the Companies Acts. If at any time the share capital of the Company is divided into different classes, the Directors may (subject to the provisions of the Companies Acts) resolve to pay such interim dividends in respect of those shares in the capital of the Company

which confer on the holders deferred or non-preferred rights as well as in respect of those shares which confer on the holders preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. Provided that the Directors act bona fide, they shall not incur any responsibility to the holders of shares conferring a preference for any damage that such holders may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.

- 23.5 Subject to the provisions of the Companies Acts or as otherwise required by law, where any asset, business or property is bought by the Company as from a past date, whether such date be before or after the incorporation of the Company, the profits and losses as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject to the foregoing, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue; and it shall not be obligatory to capitalise the same or any part of it.
- 23.6 The Company may cease to send any cheque or warrant through the post for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques or warrants have been returned undelivered or remain uncashed (or if, following one such failure of encashment, reasonable enquiries have failed to establish any new address of the holder of the related shares or, in the case of joint holders, of any of them) but, subject to the provisions of these Articles, shall recommence sending cheques or warrants in respect of dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.
- 23.7 The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions in these Articles as to the transmission of shares, entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
- 23.8 All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the payment of any such dividend into a separate account or the investment of such dividend shall not constitute the Company a trustee. No dividend or other moneys payable in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the share. Any dividend which has remained unclaimed for a period of 12 years from its due date of payment shall at the expiration of that period be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.
- 23.9 Any dividend or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first on the register in respect of the shares, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holders otherwise direct, be made payable to the registered holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of such shares, and shall be sent at his or their risk. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means and to or through such person as the holder or joint holders (as the case may be) may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable to the holder of shares may be paid in such currency as the Directors may determine, using such exchange rate for currency conversions as the Directors may select.
- 23.10 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.
- 23.11 A General Meeting declaring a dividend on shares of any class may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures or other securities or rights of any other company, and the Directors shall give effect to such resolution. Where any difficulty arises in regard to the

distribution the Directors may settle the same as they think expedient, and in particular (a) may issue fractional certificates (b) may determine the value for distribution of such specific assets or any part of them (c) may resolve that cash payments shall be made to any members upon the basis of the value so determined in order to adjust the rights of members (d) may vest any specific assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors and (e) generally may make such arrangements for the allotment, acceptance and sale of such specific assets or fractional certificates or any part of them and otherwise as they think fit.

- 23.12 Any waiver in whole or in part of any dividend on any share by any document (whether or not executed as a deed) shall be effective only if made in writing, signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) or otherwise authenticated in such manner as the Directors may accept and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
- 23.13 Any resolution for the declaration or payment of a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that it shall be payable to the persons registered as the holders of such shares as at the close of business on a particular date, despite the fact that it may be a date prior to that on which the resolution is passed, and the dividend shall be payable to them in accordance with their respective registered holdings, but without prejudice to the rights as between transferors and transferees of any such shares in respect of the dividend.
- 23.14 The Directors may, with the sanction of an Ordinary Resolution, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account by appropriating such sums to the holders of Ordinary Shares on the Register of Members at the close of business on the date of the resolution (or such other date as may be specified or determined in the resolution) in proportion to their then holdings of Ordinary Shares and applying such sum on their behalf in paying up in full new Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, new shares of any other class) for allotment and distribution credited as fully paid to and amongst them as bonus shares in the proportion to their then holdings. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on such basis (including provisions whereby fractional entitlements are disregarded or rounded up or the benefit accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and incidental matters and any agreement made under such authority shall be effective and binding on all concerned.
- 23.15 The Directors may offer to holders of Ordinary Shares the right to receive, in the place of a dividend (or part of a dividend), an allotment of new Ordinary Shares credited as fully paid, and the provisions of Articles 23.16 to 23.20 inclusive shall apply to any such offer. Article 23.14 shall apply, with appropriate changes, to any capitalisation made pursuant to such Articles.
- 23.16 The Directors shall not make an offer pursuant to Article 23.15 unless so authorised by an Ordinary Resolution passed at any General Meeting, which authority may extend to dividends declared or paid prior to the next Annual General Meeting of the Company occurring after such General Meeting, but no further. The Directors may either offer such rights of election in respect of the next dividend (or part of such dividend) proposed to be paid; or may offer such rights of election in respect of that dividend and all subsequent dividends, until such time as the election is revoked; or may allow shareholders to make an election in either form. The basis of allotment on each occasion shall be determined by the Directors so that, as nearly as may be considered convenient, the value of the Ordinary Shares to be allotted in the place of any amount of dividend shall equal such amount. For such purpose the value of an Ordinary Share shall be the average of the middle market quotations of an Ordinary Share on the London Stock Exchange, as derived from the Daily Official List, on each of the first five Business Days on which the Ordinary Shares are quoted 'ex' the relevant dividend.
- 23.17 If the Directors determine to offer such right of election on any occasion they shall give notice in writing to the holders of Ordinary Shares of such right and shall issue forms of election and shall specify the procedures to be followed in order to exercise such right, provided that they need not give such notice to a shareholder who has previously made, and has not revoked, an earlier election to receive Ordinary Shares in lieu of all future dividends, but instead shall send such

shareholder a reminder that such shareholder has made such an election, indicating how that election may be revoked in time for the next dividend proposed to be paid.

23.18 On each occasion the Directors determine to offer such right of election, the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Ordinary Shares in respect of which the share election has been duly exercised and has not been revoked (the '**elected Ordinary Shares**'), and in place of the dividend (or that part of the dividend in respect of which the right of election has been accorded) additional Ordinary Shares (but not any fraction of a share) shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment set out in Article 23.16. For such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that occasion, on such basis and shall apply the same in paying up in full the appropriate number of new Ordinary Shares for allotment and distribution to and amongst the holders of the elected Ordinary Shares on such basis. The additional Ordinary Shares so allotted on any occasion shall rank *pari passu* in all respects with the fully-paid Ordinary Shares in issue on the record date for the relevant dividend save only as regards participation in the relevant dividend. No fraction of an Ordinary Share shall be allotted. The Directors may make such provision as they think fit for any fractional entitlements including, without limitation, provision whereby, in whole or in part, the benefit accrues to the Company and/or fractional entitlements are accrued and/or retained and in either case accumulated on behalf of any holder of Ordinary Shares.

23.19 The Directors may on any occasion determine that rights of election in respect of an offer pursuant to Article 23.15 shall not be made available to any holders of Ordinary Shares with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions of Articles 23.15 to 23.18 inclusive shall be read and construed subject to such determination.

23.20 In relation to any particular proposed dividend the Directors may in their absolute discretion decide (a) that shareholders shall not be entitled to make any election in respect of such dividend and that any election previously made shall not extend to such dividend or (b) at any time prior to the allotment of the Ordinary Shares which would otherwise be allotted in place of a dividend, that all elections to take shares instead of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.

24 ACCOUNTS AND AUDITORS

24.1 The Directors shall cause accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Companies Acts to be kept and preserved in accordance with the Companies Acts. The accounting records shall be kept at the Office, or (subject to the provisions of the Companies Acts) at such other place as the Directors think fit. The accounting records shall always be open to inspection by the officers of the Company, but no member, as such, or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors or by the Company in General Meeting.

24.2 The Directors shall from time to time, in accordance with the provisions of the Companies Acts, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are specified in the Companies Acts.

24.3 A copy of every balance sheet and profit and loss account (including every document required by law to be comprised within it or annexed to it) which is to be laid before the Company in General Meeting and of the Directors' and Auditors' reports shall not less than 21 days before the date of the meeting be sent to every member and to every holder of debentures of the Company and to every other person who is entitled to receive notices of General Meetings from the Company under the provisions of the Companies Acts or these Articles provided that:

- (a) this Article shall not require copies of such documents to be sent to any person to whom, by virtue of the Companies Acts, the Company is not required to send such documents; and
- (b) instead of such documents there may be sent a copy of such summary financial statement as may be permitted, in such form as may be specified and subject to such conditions as

may be required, by law to be sent to the members of, and holders of debentures of, the Company,

and to the extent permitted by the Companies Acts and these Articles, any such document may instead be made available to such persons in electronic form.

24.4 Auditors shall be appointed and their duties, powers, rights and remuneration regulated in accordance with the provisions of the Companies Acts. Subject to the provisions of the Companies Acts, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently becomes disqualified.

24.5 The Auditors shall be entitled to attend any General Meeting and to receive notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns them as Auditors.

25 NOTICES AND COMMUNICATIONS

25.1 Any notice or other document to be sent or supplied to or by the Company pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing. Any such notice or other document may be sent or supplied in any way in which the Companies Acts provide for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, including, in the case of notices and other documents supplied by the Company, by means of a website. If a notice or document is sent by the Company by post, first-class mail must (where available) be used in the case of an address within the United Kingdom, and airmail in any other case.

25.2 Anything sent to a member under these Articles may be sent in hard copy form to that member's address as registered in the register of members, unless the member and the Company have agreed that another method of communication is to be used and the member has supplied the Company with the information that it needs in order to be able to use that other means of communication. Notwithstanding any other provisions of these Articles, the Company shall retain the discretion to send notices or other documents in hard copy form to the recipient's registered address or postal address supplied to the Company for the service of notices. Anything sent to a Director under these Articles may be sent to that Director's residential address as registered in the register of Directors, unless the Director and the Company have agreed that another method of communication is to be used and the Director has supplied the Company with the information that it needs in order to be able to use that other means of communication.

25.3 Any member whose postal address as registered in the register of members is not within the United Kingdom who gives the Company a postal address within the United Kingdom at which notices or other documents in hard copy form may be sent to him shall be entitled to have notices or other documents in hard copy form sent to him at such address, but otherwise no member other than a member with a postal address within the United Kingdom shall be entitled to receive any notice or other document from the Company in hard copy form.

25.4 If on two consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, that member shall not after that be entitled to receive notices or other documents in hard copy form from the Company until he shall have communicated with the Company and supplied in writing to the Company a new address within the United Kingdom for the service of notices in hard copy form. If a notice or other document is sent by the Company to a member in electronic form at the address supplied by that member for the purpose and within three hours the Company receives a message in reply to the effect that the delivery of such notice or other document has failed, then, without prejudice to Article 25.7(d), the Company shall, subject to Article 25.3, send a copy of the notice or document in hard copy form to the member's postal address as registered in the register of members (or the postal address supplied by him to the Company for the service of notices in hard copy form) in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators.

25.5 In the case of joint holders of a share, all notices and other documents shall be sent or supplied to the joint holder whose name stands first in the Register of Members in respect of the joint holding, provided that, where the first-named joint holder has no registered postal address within the United

Kingdom and has not supplied a postal address within the United Kingdom for the service of notices or agreed with the Company that another method of communication is to be used and supplied the Company with the information that it needs in order to be able to use that other means of communication, the Company may send or supply the notice or other document to another joint holder who has, or has supplied, such an address or made such an agreement with the Company. Notices and other documents so sent or supplied shall be deemed for all purposes sent or supplied to all joint holders. Anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the Register of Members in respect of the share.

25.6 Any member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which the meeting was convened.

25.7 Save as otherwise provided by the Companies Acts or by these Articles, any notice shall be exclusive of the day on which it is served, or deemed to be served, and of the day for which it is given. Proof that an envelope containing a notice or other document was properly addressed, postage prepaid, and duly posted shall be conclusive evidence that the notice or other document was sent. Proof that a notice or other document contained in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other document was sent. A notice or other document sent by the Company shall be deemed to be served:

- (a) if sent by first class post or special delivery post from an address within the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the envelope containing it was posted;
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the envelope containing it was posted;
- (c) if sent by post by any other method, on the second day following that on which the envelope containing it was posted;
- (d) if sent by electronic means, on the day on which it was sent;
- (e) if published on a website, the time when the material was first made available on the website or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was on the website.

25.8 Any notice or document delivered or sent by post to or left at the registered address or sent by some other method of communication agreed with the member to an address of a member for the time being notified by the member to the Company in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt and whether or not the Company shall have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register of Members as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

25.9 Without prejudice to the rights of members to attend and vote at meetings, notices of meetings of the members of the Company or documents shall be sent to those members whose names appear on the Register of Members on a day selected by the Company not being earlier than the day 21 days before the date of the notice or the date the document is sent (the 'Relevant Date'). The issue or transfer of, or the registration of any transfer of, shares after the Relevant Date shall not affect the validity of the notice of meeting.

25.10 Where these Articles require a notice or other document to be signed or authenticated by a member or other person then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Companies Acts or in such other manner as may be approved by the Directors. Subject to the Companies Acts, the Directors may designate

procedures or systems for validating any such notice or other document, and any such notice or other document not so validated by use of such procedures or systems shall be deemed not to have been received by the Company.

26 INSOLVENCY

26.1 The Directors shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up or placed in administration.

26.2 If the Company shall be wound up the liquidator may, with the authority of a Special Resolution and any other sanction required by the Companies Acts, divide among the members in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of one kind or of properties of different kinds, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any assets in respect of which there is a liability.

27 INDEMNITY

27.1 Subject to the provisions of the Companies Acts and without prejudice to any indemnity to which a director may otherwise be entitled, every director and other officer of the Company (other than any person (whether an officer or not) employed by the Company as auditor) shall be entitled to be indemnified out of the assets of the Company against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article or any element of it to be treated as void under the Companies Acts.

27.2 The Company may purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund or employee benefits trust in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the Company or any such other company, subsidiary undertaking, pension fund or employee benefits trust; and, to such extent as may be permitted by law, otherwise to indemnify or to exempt any such person against or from any such liability.

28 DEFENCE EXPENDITURE

28.1 Subject to the provisions of and so far as may be permitted by the Companies Acts and rules made by the Financial Conduct Authority, the Company:

(a) may provide a director of the Company or any Associated Company with funds to meet expenditure incurred or to be incurred by such director in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by such director in relation to the Company or an Associated Company or in connection with any application for relief under the provisions of section 205(5) of the Act; and

(b) may do anything to enable any such director to avoid incurring such expenditure,

provided always that the terms set out in section 205(2) of the Act shall apply to any provision of funds or other things done under this Article 28.1.

28.2 Subject to the provisions of and so far as may be permitted by the Companies Acts and rules made by the Financial Conduct Authority, the Company:

- (a) may provide a director of the Company or any Associated Company with funds to meet expenditure incurred or to be incurred by such director in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by such director in relation to the Company or any Associated Company; and
- (b) may do anything to enable any such director to avoid incurring such expenditure.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF**

EXTANT COMPONENTS GROUP HOLDINGS, INC.

FIRST: The name of the Corporation is Extant Components Group Holdings, Inc.

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

THIRD: The nature of the business or purposes to be conducted or promoted are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 1,000 shares, all of which shall be Common Stock, \$0.01 par value per share.

FIFTH: To the fullest extent permitted by the General Corporation Law of the State of Delaware, a director of the corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

SIXTH: Meetings of stockholders shall be held at such place, within or without the State of Delaware, as may be designated by or in the manner provided in the By-laws of the Corporation, or, if not so designated, at the registered office of the Corporation in the State of Delaware. Elections of directors need not be by written ballot unless and to the extent that the By-laws so provide.

BYLAWS
OF
EXTANT COMPONENTS GROUP HOLDINGS, INC.

ARTICLE I.
OFFICES.

The registered office of Extant Components Group Holdings, Inc., a Delaware corporation (the "Corporation"), shall be located in the State of Delaware and shall be at such address as shall be set forth in the Certificate of Incorporation (as the same may be amended from time to time, the "Certificate of Incorporation"). The registered agent of the Corporation at such address shall be as set forth in the Certificate of Incorporation. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time designate or the business of the Corporation may require.

ARTICLE II.
STOCKHOLDERS.

Section 1. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of any other business shall be held on such date and at such time and in such place, either within or without the State of Delaware, as shall from time to time be designated by the Board of Directors. At the annual meeting any business may be transacted and any corporate action may be taken, whether stated in the notice of meeting or not, except as otherwise expressly provided by statute or the Certificate of Incorporation.

Section 2. Special Meetings. Special meetings of the stockholders for any purpose may be called at any time by the Board of Directors or the President, and shall be called by the President at the request of the holders of at least twenty percent (20%) of the outstanding shares of capital stock entitled to vote. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings. Written notice of the time and place of any stockholders' meeting, whether annual or special, shall be given to each stockholder entitled to vote thereat, by personal delivery, by electronic transmission in accordance with Section 232 of the Delaware General Corporation Law (the "DGCL") or by mailing the same to him at his address as the same appears upon the records of the Corporation at least ten (10) days but not more than sixty (60) days before the day of the meeting. Notice of any adjourned meeting need not be given except by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 4. Quorum. Any number of stockholders, together holding at least a majority of the capital stock of the Corporation issued and outstanding and entitled to vote, who shall be

present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of all business, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws.

Section 5. Adjournment of Meetings. If less than a quorum shall attend at the time for which a meeting shall have been called, the meeting may adjourn from time to time, by a majority vote of the stockholders present or represented by proxy and entitled to vote, without notice other than by announcement at the meeting until a quorum shall attend. Any meeting at which a quorum is present may also be adjourned in like manner and for such time or upon such call as may be determined by a majority vote of the stockholders present or represented by proxy and entitled to vote. At any adjourned meeting at which a quorum shall be present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. Voting List. The Secretary shall prepare and make, at least ten (10) days before each election of directors, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder. Such list shall be open at the place where the election is to be held for said ten (10) days, for the examination by any stockholder, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 7. Voting. Each stockholder entitled to vote at any meeting may vote either in person or by proxy, but no proxy shall be voted on or after three (3) years from its date, unless said proxy provides for a longer period. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote shall at every meeting of the stockholders be entitled to one (1) vote for each share of stock and a fraction of a vote in proportion to any fractional shares registered in his name on the record of stockholders. Except as may provided by law, the Certificate of Incorporation, these Bylaws or any stock exchange or regulatory body applicable to the Corporation, each matter brought before any meeting of stockholders shall be decided by the affirmative vote of the holders of a majority of the votes of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders. The Board of Directors is authorized to fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purposes, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and, in such case, such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such

rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after such record date fixed as aforesaid.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. An electronic transmission by a shareholder consenting to an action to be taken is considered to be written, signed, and dated for the purposes of this section if the transmission sets forth or is delivered with information from which the Corporation can determine that the transmission was transmitted by the shareholder and the date on which the shareholder transmitted the transmission. The date of transmission is the date on which the consent was signed. Consent given by electronic transmission may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Corporation at its registered office in this state or its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded. Notwithstanding the foregoing limitations on delivery, consent given by electronic transmission may be delivered to the principal place of business of the Corporation or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded to the extent and in the manner provided by resolution of the Board of Directors of the Corporation. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a shareholder may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 10. Conduct of Meetings. The Chairman of the Board of Directors, or if there be none or if the Chairman is absent, the President shall preside at all regular or special meetings of stockholders. To the maximum extent permitted by law, such presiding person shall have the power to set procedural rules, including but not limited to rules respecting the time allotted to stockholders to speak, governing all aspects of the conduct of such meetings.

ARTICLE III. DIRECTORS.

Section 1. Number and Qualifications. The Board of Directors shall consist initially of such number of directors as is set forth in the Statement of the Sole Incorporator, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board of Directors. The directors need not be stockholders.

Section 2. Election of Directors. The directors shall be elected by the stockholders at the annual meeting of stockholders.

Section 3. Duration of Office. The directors chosen at any annual meeting shall, except as hereinafter provided, hold office until the next annual election and until their successors are elected and qualify.

Section 4. Removal and Resignation of Directors. Except as set forth in the Certificate of Incorporation, any director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the shares of capital stock entitled to vote, either by written consent or consents or at any special meeting of the stockholders called for that purpose, and the office of such director shall forthwith become vacant.

Any director may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President, any Vice President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 5. Filling of Vacancies. Except as otherwise set forth in the Certificate of Incorporation, any vacancy among the directors, occurring from any cause whatsoever, may be filled by a majority of the remaining directors, though less than a quorum; provided, however, that the stockholders removing any director may at the same meeting fill the vacancy caused by such removal; and provided, further, that if the directors fail to fill any such vacancy, the stockholders may at any special meeting called for that purpose fill such vacancy. In case of any increase in the number of directors, the additional directors may be elected by the directors in office before such increase. Any person elected to fill a vacancy shall hold office, subject to the right of removal as hereinbefore provided, until the next annual election and until his successor is elected and qualifies.

Section 6. Regular Meetings. The Board of Directors shall hold an annual meeting for the purpose of organization and the transaction of any business immediately after the annual meeting of the stockholders, provided a quorum of directors is present. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, or by any two (2) directors.

Section 8. Notice and Place of Meetings. Meetings of the Board of Directors may be held at the principal office of the Corporation, or at such other place as shall be stated in the notice of such meeting. Notice of any special meeting and, except as the Board of Directors may otherwise determine by resolution, notice of any regular meeting also, shall be mailed to each director addressed to him at his residence or usual place of business at least two (2) days before the day on which the meeting is to be held, or if sent to him at such place by facsimile, telegraph, cable or other means of electronic transmission, or delivered personally or by telephone, not later than the day before the day on which the meeting is to be held. No notice of the annual meeting

of the Board of Directors shall be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 9. Business Transacted at Meetings, etc. Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum shall be present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action shall be required by statute.

Section 10. Quorum. A majority of the Board of Directors at any time in office shall constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present shall be the act of the Board of Directors unless the act of a greater number is specifically required by law, the Certificate of Incorporation or these Bylaws. The members of the Board of Directors shall act only as the Board of Directors and the individual members thereof shall not have any powers as such.

Section 11. Compensation. Members of the Board of Directors shall not receive any stated salary for their services as directors, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

Section 12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 13. Meetings Through Use of Communications Equipment. Members of the Board of Directors, or any committee designated by the Board of Directors, shall, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, have the power to participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

ARTICLE IV. COMMITTEES.

Section 1. Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, designate two (2) or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board of Directors, which Committee shall, during the intervals between meetings of the Board of Directors, have and exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, subject only to such restrictions or limitations as the Board of Directors may from

time to time specify, or as limited by the Delaware General Corporation Law, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

Any member of the Executive Committee may be removed at any time, with or without cause, by a resolution of a majority of the whole Board of Directors.

Any person ceasing to be a member of the Board of Directors shall ipso facto cease to be a member of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the directors by a resolution of a majority of the whole Board of Directors.

Section 2. Other Committees. Other committees, whose members need not be members of the Board of Directors, may be appointed by the Board of Directors or the Executive Committee, which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors or the Executive Committee.

Any member of such a committee may be removed at any time, with or without cause, by the Board of Directors or the Executive Committee. Any vacancy in a committee occurring from any cause whatsoever may be filled by the Board of Directors or the Executive Committee.

Section 3. Resignation. Any member of a committee may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President, any Vice President or Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 4. Quorum. A majority of the members of a committee shall constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. The members of a committee shall act only as a committee, and the individual members thereof shall not have any powers as such.

Section 5. Record of Proceedings, etc. Each committee shall keep a record of its acts and proceedings, and shall report the same to the Board of Directors when and as required by the Board of Directors.

Section 6. Organization, Meetings, Notices, etc. A committee may hold its meetings at the principal office of the Corporation, or at any other place which a majority of the committee may at any time agree upon. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of such committee may be given by the Secretary of the Corporation or by the chairman of the committee and shall be sufficiently given if mailed to each member at his residence or usual place of business at least two (2) days before the day on which the meeting is to be held, or if sent to him at such place by facsimile, telegraph, cable or other means of electronic transmission, or delivered personally or by telephone, not later than twenty-four (24) hours before the time at which the meeting is to be held.

Section 7. Compensation. The members of any committee shall be entitled to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V. OFFICERS.

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and such other officers as may be appointed in accordance with the provisions of this Article V. The Board of Directors in its discretion may also elect a Chairman of the Board of Directors.

Section 2. Election, Term of Office and Qualifications. The officers, except as provided in Section 3 of this Article V, shall be chosen annually by the Board of Directors. Each such officer shall, except as herein otherwise provided, hold office until his successor shall have been chosen and shall qualify. The Chairman of the Board of Directors, if any, shall be a director of the Corporation, and should he cease to be a director, he shall ipso facto cease to be such officer. Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers. Other officers, including one or more Vice Presidents, Assistant Secretaries, Treasurers or Assistant Treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the officer or committee appointing them.

Section 4. Removal of Officers. Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. Resignation. Any officer of the Corporation may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or any Vice President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein.

Section 6. Filling of Vacancies. A vacancy in any office shall be filled by the Board of Directors or by the authority appointing the predecessor in such office.

Section 7. Compensation. The compensation of the officers shall be fixed by the Board of Directors, or by any committee upon which power in that regard may be conferred by the Board of Directors.

Section 8. Chairman of the Board of Directors. The Chairman of the Board of Directors, if any, shall be a director and shall preside at all meetings of the stockholders and the Board of Directors, and shall have such power and perform such duties as may from time to time be assigned to him by the Board of Directors.

Section 9. President. In the absence of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders. The President shall have the power to call special meetings of the stockholders at any time. He shall be the Chief

Executive Officer of the Corporation, and shall have the general direction of the business, affairs and property of the Corporation, and of its several officers, and shall have and exercise all such powers and discharge such duties as usually pertain to the office of President.

Section 10. Vice Presidents. The Vice President, or Vice Presidents if there is more than one, shall, subject to the direction of the Board of Directors, at the request of the President, or in his absence or in case of his inability to perform his duties from any cause, perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice Presidents shall also perform such other duties as may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them.

Section 11. Secretary. The Secretary shall perform such duties as are incident to the office of Secretary, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these Bylaws.

Section 12. Treasurer. The Treasurer shall perform such duties and have powers as are usually incident to the office of Treasurer, or which may be assigned to him by the Board of Directors, or as are prescribed by these Bylaws.

ARTICLE VI. CAPITAL STOCK.

Section 1. Issue of Certificates of Stock. Certificates of capital stock shall be in such form as shall be approved by the Board of Directors. They shall be numbered in the order of their issue and shall be signed by the Chairman of the Board of Directors, the President or one of the Vice Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile thereof shall be impressed or affixed or reproduced thereon; provided, however, that where such certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such Chairman of the Board of Directors, President, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be a facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, have not ceased to be such officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares. The name of each person owning a share of the capital stock of the Corporation shall be entered on the books of the Corporation together with the number of shares held by him, the numbers of the certificates covering such shares and the dates of issue of such certificates. The shares of stock of the Corporation shall be transferable on the books of the Corporation by the holders thereof in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a

like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer.

The Board of Directors may make other and further rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or registrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates. The holder of any stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates therefor. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of such new certificate and against all other liability in the premises, or may remit such owner to such remedy or remedies as he may have under the laws of the State of Delaware.

ARTICLE VII. DIVIDENDS, SURPLUS, ETC.

Section 1. General Discretion of Directors. The Board of Directors shall have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and, subject to the requirements of the Certificate of Incorporation, to determine whether any part of the surplus or net profits of the Corporation, if any, shall be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII. MISCELLANEOUS PROVISIONS.

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on January 1st of each year and end on December 31st of that year, or such other period as the Board of Directors may fix by resolution.

Section 2. Corporate Seal. The corporate seal shall be in such form as approved by the Board of Directors and may be altered by the Board of Directors at its pleasure. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise utilized.

Section 3. Notices. Except as otherwise expressly provided, any notice required by these Bylaws to be given shall be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled thereto at his address, as the same appears upon the books of the Corporation, or by sending such notice via facsimile, telegraphing, cabling or other means of electronic transmission in accordance with Section 232 of the DGCL, the same to such person at such addresses; and such notice shall be deemed to be given at the time it is mailed, sent via facsimile, telegraphed, cabled or electronically transmitted.

Section 4. Waiver of Notice. Any stockholder or director may at any time, by writing or by facsimile, telegraph, cable or other means of electronic transmission, waive any notice required to be given under these Bylaws, and if any stockholder or director shall be present at any meeting his presence shall constitute a waiver of such notice. Any waiver signed, or given by facsimile, telegraph, cable or other means of electronic transmission, by stockholders or directors constituting a quorum for the business to be transacted shall be binding on all stockholders or directors, as applicable.

Section 5. Use of Electronic Transmission. The Corporation is authorized to use "electronic transmissions" as defined in the DGCL to the fullest extent allowed by the DGCL, including, but not limited to, for purposes of notices, proxies, waivers and resignations.

Section 6. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be designated by resolution of the Board of Directors.

Section 7. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money that are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by such agents of the Corporation as the Board of Directors, the President or any Vice President may authorize for that purpose.

Section 8. Voting Stock of Other Corporations. Except as otherwise ordered by the Board of Directors or the Executive Committee, the President or any Vice President or the Treasurer shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any corporation of which the Corporation is a stockholder and to execute a proxy to any other person to represent the Corporation at any such meeting, and at any such meeting the President or any Vice President or the Treasurer or the holder of any such proxy, as the case may be, shall possess and may exercise any and all rights and powers incident to ownership of such stock and which, as owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors or the Executive Committee may from time to time confer like powers upon any other person or persons.

Section 9. Indemnification of Officers and Directors. Without limiting the rights of any and all directors or officers of the Corporation (including former directors or officers, and any employee, who shall serve as an officer or director of any corporation at the request of this Corporation) pursuant to any contractual arrangement with the Corporation or otherwise, the Corporation shall indemnify any and all of its directors or officers, including former directors or officers, and any employee, who shall serve as an officer or director of any corporation at the request of this Corporation, in accordance with the provisions of the Certificate of Incorporation.

ARTICLE IX.
AMENDMENTS.

The Board of Directors shall have the power to make, rescind, alter, amend and repeal these Bylaws; provided, however, that the stockholders shall have power to rescind, alter, amend or repeal any bylaws made by the Board of Directors, and to enact bylaws which if so expressed shall not be rescinded, altered, amended or repealed by the Board of Directors. No change of the time or place for the annual meeting of the stockholders for the election of directors shall be made except in accordance with the laws of the State of Delaware.

* * * * *

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:38 PM 06/01/2010
FILED 04:35 PM 06/01/2010
SRV 100616050 - 4830909 FILE

CERTIFICATE OF INCORPORATION

OF

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

ARTICLE I.

The name of the corporation (the "Corporation") is:

Extant Components Group Intermediate, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company, in the county of New Castle.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is (a) 2,000 shares of common stock, par value \$0.01 per share (the "Common Stock") and (b) 100 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock"). Each holder of Common Stock shall be entitled to one vote for each share held. Common Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and have the benefit of all other rights of holders of Common Stock.

The Preferred Stock may be issued from time to time in one or more series, each of which series shall have such distinctive designation or title and such number of shares as shall be fixed by the Board of Directors of the Corporation (the "Board of Directors") prior to the issuance of any shares thereof. Each such series of Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue of such series of Preferred Stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in it. The Board of Directors is further authorized to increase or decrease (but not below the number of shares outstanding) the number of shares of any series of Preferred Stock subsequent to the issuance of

shares of that series. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status of which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V.

The name and mailing address of the Sole Incorporator are as follows:

Steven D. Poliner
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099

ARTICLE VI.

In furtherance and not in limitation of the powers conferred by statute, the bylaws of the Corporation may be made, altered, amended or repealed by the stockholders of the Corporation or by a majority of the entire Board of Directors.

ARTICLE VII.

Elections of directors need not be by written ballot.

ARTICLE VIII.

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by the General Corporation Law of the State of Delaware (the "DGCL") as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding based upon or arising out of actions or omissions occurring after the date hereof and not based on any facts or obligations existing prior to the date hereof, whether civil, criminal, administrative, investigative or otherwise (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans (collectively, "Another Enterprise"), against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding; provided, however, that an Indemnified Person shall not settle, compromise or consent to judgment in any such Proceeding unless the Corporation shall have consented thereto in writing. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VIII, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if

the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Advancement of Expenses of Directors. The Corporation shall pay the expenses (including attorneys' fees) incurred by a person in defending any Proceeding based upon or arising out of actions or omissions occurring after the date hereof and not based on any facts or obligations existing prior to the date hereof in advance of its final disposition by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director of the Corporation or, while a director of the Corporation, is or was serving at the request of the Corporation as a director of Another Enterprise (a "Director Indemnified Person"); provided, however, that (i) such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking from the Director Indemnified Person to repay all amounts advanced if it should ultimately be determined that the Director Indemnified Person is not entitled to be indemnified under this Article VIII or otherwise, and (ii) this subsection 2 shall not be deemed to apply to directors who are or were officers, employees or agents of the Corporation or Another Enterprise, which persons shall be subject to subsection 5 below.

3. Claims by Directors and Officers. If a claim for indemnification by an Indemnified Person or advancement of expenses by a Director Indemnified Person under this Article VIII is not paid in full within ninety (90) days after a valid written claim therefor by the Indemnified Person or Director Indemnified Person, as applicable, has been received by the Corporation, the Indemnified Person or Director Indemnified Person, as applicable, may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action, the Corporation shall have the burden of proving that the Indemnified Person or Director Indemnified Person, as applicable, is not entitled to the requested indemnification or advancement of expenses under this Certificate of Incorporation.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a non-director or non-officer employee or agent of the Corporation or, while a non-director or non-officer employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of Another Enterprise against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding; provided, however, that shall the Corporation determine to indemnify and advance expenses to any such person, such person shall not settle, compromise or consent to judgment in any such Proceeding unless the Corporation shall have consented thereto in writing. The ultimate determination of entitlement to indemnification of persons who are non-director or non-officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Officers, Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an officer, employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors; provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking from the officer, employee or agent to repay all amounts advanced if it should ultimately be determined that the officer, employee or agent is not entitled to be indemnified under this Article VIII or otherwise.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation or the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

7. Insurance. The Board of Directors may, to the full extent permitted by the DGCL as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers, agents and employees under the provisions of this Article VIII; and (b) to indemnify or insure directors, officers, agents and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VIII.

8. Amendment or Repeal. The rights to indemnification and advancement of expenses conferred upon any current or former director or officer of the Corporation pursuant to this Article VIII (whether by reason of the fact that such person is or was a director or officer of the Corporation, or while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of Another Enterprise) shall be contract rights, shall vest when such person becomes a director or officer of the Corporation, and shall continue as vested contract rights even if such person ceases to be a director or officer of the Corporation. Any amendment, repeal or modification of, or adoption of any provision inconsistent with, this Article VIII (or any provision hereof) shall not adversely affect any right to indemnification or advancement of expenses granted to any person pursuant hereto with respect to any act or omission of such person occurring prior to the time of such amendment, repeal, modification or adoption (regardless of whether the Proceeding relating to such acts or omissions, or any proceeding relating to such person's rights to indemnification or to advancement of expenses, is commenced before or after the time of such amendment, repeal, modification or adoption), and any such amendment, repeal, modification or adoption that would adversely affect such person's rights to indemnification or advancement of expenses hereunder shall be ineffective as to such person, except with respect to any threatened, pending or completed Proceeding that relates to or arises from (and only to the extent such Proceeding relates to or arises from) any act or omission of such person occurring after the effective time of such amendment, repeal, modification or adoption. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

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THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware makes this Certificate of Incorporation, hereby declaring and certifying that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this 1st day of June, 2010.



Steven D. Poliner
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019

BYLAWS
OF
EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

ARTICLE I.
OFFICES.

The registered office of Extant Components Group Intermediate, Inc., a Delaware corporation (the "Corporation"), shall be located in the State of Delaware and shall be at such address as shall be set forth in the Certificate of Incorporation (as the same may be amended from time to time, the "Certificate of Incorporation"). The registered agent of the Corporation at such address shall be as set forth in the Certificate of Incorporation. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time designate or the business of the Corporation may require.

ARTICLE II.
STOCKHOLDERS.

Section 1. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of any other business shall be held on such date and at such time and in such place, either within or without the State of Delaware, as shall from time to time be designated by the Board of Directors. At the annual meeting any business may be transacted and any corporate action may be taken, whether stated in the notice of meeting or not, except as otherwise expressly provided by statute or the Certificate of Incorporation.

Section 2. Special Meetings. Special meetings of the stockholders for any purpose may be called at any time by the Board of Directors or the President, and shall be called by the President at the request of the holders of at least twenty percent (20%) of the outstanding shares of capital stock entitled to vote. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings. Written notice of the time and place of any stockholders' meeting, whether annual or special, shall be given to each stockholder entitled to vote thereat, by personal delivery, by electronic transmission in accordance with Section 232 of the Delaware General Corporation Law (the "DGCL") or by mailing the same to him at his address as the same appears upon the records of the Corporation at least ten (10) days but not more than sixty (60) days before the day of the meeting. Notice of any adjourned meeting need not be given except by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 4. Quorum. Any number of stockholders, together holding at least a majority of the capital stock of the Corporation issued and outstanding and entitled to vote, who shall be

present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of all business, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws.

Section 5. Adjournment of Meetings. If less than a quorum shall attend at the time for which a meeting shall have been called, the meeting may adjourn from time to time, by a majority vote of the stockholders present or represented by proxy and entitled to vote, without notice other than by announcement at the meeting until a quorum shall attend. Any meeting at which a quorum is present may also be adjourned in like manner and for such time or upon such call as may be determined by a majority vote of the stockholders present or represented by proxy and entitled to vote. At any adjourned meeting at which a quorum shall be present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. Voting List. The Secretary shall prepare and make, at least ten (10) days before each election of directors, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder. Such list shall be open at the place where the election is to be held for said ten (10) days, for the examination by any stockholder, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 7. Voting. Each stockholder entitled to vote at any meeting may vote either in person or by proxy, but no proxy shall be voted on or after three (3) years from its date, unless said proxy provides for a longer period. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote shall at every meeting of the stockholders be entitled to one (1) vote for each share of stock and a fraction of a vote in proportion to any fractional shares registered in his name on the record of stockholders. Except as may provided by law, the Certificate of Incorporation, these Bylaws or any stock exchange or regulatory body applicable to the Corporation, each matter brought before any meeting of stockholders shall be decided by the affirmative vote of the holders of a majority of the votes of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders. The Board of Directors is authorized to fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purposes, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and, in such case, such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such

rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after such record date fixed as aforesaid.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. An electronic transmission by a shareholder consenting to an action to be taken is considered to be written, signed, and dated for the purposes of this section if the transmission sets forth or is delivered with information from which the Corporation can determine that the transmission was transmitted by the shareholder and the date on which the shareholder transmitted the transmission. The date of transmission is the date on which the consent was signed. Consent given by electronic transmission may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Corporation at its registered office in this state or its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded. Notwithstanding the foregoing limitations on delivery, consent given by electronic transmission may be delivered to the principal place of business of the Corporation or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded to the extent and in the manner provided by resolution of the Board of Directors of the Corporation. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a shareholder may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 10. Conduct of Meetings. The Chairman of the Board of Directors, or if there be none or if the Chairman is absent, the President shall preside at all regular or special meetings of stockholders. To the maximum extent permitted by law, such presiding person shall have the power to set procedural rules, including but not limited to rules respecting the time allotted to stockholders to speak, governing all aspects of the conduct of such meetings.

ARTICLE III. DIRECTORS.

Section 1. Number and Qualifications. The Board of Directors shall consist initially of such number of directors as is set forth in the Statement of the Sole Incorporator, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board of Directors. The directors need not be stockholders.

Section 2. Election of Directors. The directors shall be elected by the stockholders at the annual meeting of stockholders.

Section 3. Duration of Office. The directors chosen at any annual meeting shall, except as hereinafter provided, hold office until the next annual election and until their successors are elected and qualify.

Section 4. Removal and Resignation of Directors. Except as set forth in the Certificate of Incorporation, any director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the shares of capital stock entitled to vote, either by written consent or consents or at any special meeting of the stockholders called for that purpose, and the office of such director shall forthwith become vacant.

Any director may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President, any Vice President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 5. Filling of Vacancies. Except as otherwise set forth in the Certificate of Incorporation, any vacancy among the directors, occurring from any cause whatsoever, may be filled by a majority of the remaining directors, though less than a quorum; provided, however, that the stockholders removing any director may at the same meeting fill the vacancy caused by such removal; and provided, further, that if the directors fail to fill any such vacancy, the stockholders may at any special meeting called for that purpose fill such vacancy. In case of any increase in the number of directors, the additional directors may be elected by the directors in office before such increase. Any person elected to fill a vacancy shall hold office, subject to the right of removal as hereinbefore provided, until the next annual election and until his successor is elected and qualifies.

Section 6. Regular Meetings. The Board of Directors shall hold an annual meeting for the purpose of organization and the transaction of any business immediately after the annual meeting of the stockholders, provided a quorum of directors is present. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, or by any two (2) directors.

Section 8. Notice and Place of Meetings. Meetings of the Board of Directors may be held at the principal office of the Corporation, or at such other place as shall be stated in the notice of such meeting. Notice of any special meeting and, except as the Board of Directors may otherwise determine by resolution, notice of any regular meeting also, shall be mailed to each director addressed to him at his residence or usual place of business at least two (2) days before the day on which the meeting is to be held, or if sent to him at such place by facsimile, telegraph, cable or other means of electronic transmission, or delivered personally or by telephone, not later than the day before the day on which the meeting is to be held. No notice of the annual meeting

of the Board of Directors shall be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 9. Business Transacted at Meetings, etc. Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum shall be present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action shall be required by statute.

Section 10. Quorum. A majority of the Board of Directors at any time in office shall constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present shall be the act of the Board of Directors unless the act of a greater number is specifically required by law, the Certificate of Incorporation or these Bylaws. The members of the Board of Directors shall act only as the Board of Directors and the individual members thereof shall not have any powers as such.

Section 11. Compensation. Members of the Board of Directors shall not receive any stated salary for their services as directors, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

Section 12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 13. Meetings Through Use of Communications Equipment. Members of the Board of Directors, or any committee designated by the Board of Directors, shall, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, have the power to participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

ARTICLE IV. COMMITTEES.

Section 1. Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, designate two (2) or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board of Directors, which Committee shall, during the intervals between meetings of the Board of Directors, have and exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, subject only to such restrictions or limitations as the Board of Directors may from

time to time specify, or as limited by the Delaware General Corporation Law, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

Any member of the Executive Committee may be removed at any time, with or without cause, by a resolution of a majority of the whole Board of Directors.

Any person ceasing to be a member of the Board of Directors shall ipso facto cease to be a member of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the directors by a resolution of a majority of the whole Board of Directors.

Section 2. Other Committees. Other committees, whose members need not be members of the Board of Directors, may be appointed by the Board of Directors or the Executive Committee, which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors or the Executive Committee.

Any member of such a committee may be removed at any time, with or without cause, by the Board of Directors or the Executive Committee. Any vacancy in a committee occurring from any cause whatsoever may be filled by the Board of Directors or the Executive Committee.

Section 3. Resignation. Any member of a committee may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President, any Vice President or Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 4. Quorum. A majority of the members of a committee shall constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. The members of a committee shall act only as a committee, and the individual members thereof shall not have any powers as such.

Section 5. Record of Proceedings, etc. Each committee shall keep a record of its acts and proceedings, and shall report the same to the Board of Directors when and as required by the Board of Directors.

Section 6. Organization, Meetings, Notices, etc. A committee may hold its meetings at the principal office of the Corporation, or at any other place which a majority of the committee may at any time agree upon. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of such committee may be given by the Secretary of the Corporation or by the chairman of the committee and shall be sufficiently given if mailed to each member at his residence or usual place of business at least two (2) days before the day on which the meeting is to be held, or if sent to him at such place by facsimile, telegraph, cable or other means of electronic transmission, or delivered personally or by telephone, not later than twenty-four (24) hours before the time at which the meeting is to be held.

Section 7. Compensation. The members of any committee shall be entitled to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V. OFFICERS.

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and such other officers as may be appointed in accordance with the provisions of this Article V. The Board of Directors in its discretion may also elect a Chairman of the Board of Directors.

Section 2. Election, Term of Office and Qualifications. The officers, except as provided in Section 3 of this Article V, shall be chosen annually by the Board of Directors. Each such officer shall, except as herein otherwise provided, hold office until his successor shall have been chosen and shall qualify. The Chairman of the Board of Directors, if any, shall be a director of the Corporation, and should he cease to be a director, he shall ipso facto cease to be such officer. Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers. Other officers, including one or more Vice Presidents, Assistant Secretaries, Treasurers or Assistant Treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the officer or committee appointing them.

Section 4. Removal of Officers. Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. Resignation. Any officer of the Corporation may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or any Vice President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein.

Section 6. Filling of Vacancies. A vacancy in any office shall be filled by the Board of Directors or by the authority appointing the predecessor in such office.

Section 7. Compensation. The compensation of the officers shall be fixed by the Board of Directors, or by any committee upon which power in that regard may be conferred by the Board of Directors.

Section 8. Chairman of the Board of Directors. The Chairman of the Board of Directors, if any, shall be a director and shall preside at all meetings of the stockholders and the Board of Directors, and shall have such power and perform such duties as may from time to time be assigned to him by the Board of Directors.

Section 9. President. In the absence of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders. The President shall have the power to call special meetings of the stockholders at any time. He shall be the Chief

Executive Officer of the Corporation, and shall have the general direction of the business, affairs and property of the Corporation, and of its several officers, and shall have and exercise all such powers and discharge such duties as usually pertain to the office of President.

Section 10. Vice Presidents. The Vice President, or Vice Presidents if there is more than one, shall, subject to the direction of the Board of Directors, at the request of the President, or in his absence or in case of his inability to perform his duties from any cause, perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice Presidents shall also perform such other duties as may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them.

Section 11. Secretary. The Secretary shall perform such duties as are incident to the office of Secretary, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these Bylaws.

Section 12. Treasurer. The Treasurer shall perform such duties and have powers as are usually incident to the office of Treasurer, or which may be assigned to him by the Board of Directors, or as are prescribed by these Bylaws.

ARTICLE VI. CAPITAL STOCK.

Section 1. Issue of Certificates of Stock. Certificates of capital stock shall be in such form as shall be approved by the Board of Directors. They shall be numbered in the order of their issue and shall be signed by the Chairman of the Board of Directors, the President or one of the Vice Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile thereof shall be impressed or affixed or reproduced thereon; provided, however, that where such certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such Chairman of the Board of Directors, President, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be a facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, have not ceased to be such officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares. The name of each person owning a share of the capital stock of the Corporation shall be entered on the books of the Corporation together with the number of shares held by him, the numbers of the certificates covering such shares and the dates of issue of such certificates. The shares of stock of the Corporation shall be transferable on the books of the Corporation by the holders thereof in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a

like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer.

The Board of Directors may make other and further rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or registrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates. The holder of any stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates therefor. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of such new certificate and against all other liability in the premises, or may remit such owner to such remedy or remedies as he may have under the laws of the State of Delaware.

ARTICLE VII. DIVIDENDS, SURPLUS, ETC.

Section 1. General Discretion of Directors. The Board of Directors shall have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and, subject to the requirements of the Certificate of Incorporation, to determine whether any part of the surplus or net profits of the Corporation, if any, shall be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII. MISCELLANEOUS PROVISIONS.

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on January 1st of each year and end on December 31st of that year, or such other period as the Board of Directors may fix by resolution.

Section 2. Corporate Seal. The corporate seal shall be in such form as approved by the Board of Directors and may be altered by the Board of Directors at its pleasure. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise utilized.

Section 3. Notices. Except as otherwise expressly provided, any notice required by these Bylaws to be given shall be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled thereto at his address, as the same appears upon the books of the Corporation, or by sending such notice via facsimile, telegraphing, cabling or other means of electronic transmission in accordance with Section 232 of the DGCL, the same to such person at such addresses; and such notice shall be deemed to be given at the time it is mailed, sent via facsimile, telegraphed, cabled or electronically transmitted.

Section 4. Waiver of Notice. Any stockholder or director may at any time, by writing or by facsimile, telegraph, cable or other means of electronic transmission, waive any notice required to be given under these Bylaws, and if any stockholder or director shall be present at any meeting his presence shall constitute a waiver of such notice. Any waiver signed, or given by facsimile, telegraph, cable or other means of electronic transmission, by stockholders or directors constituting a quorum for the business to be transacted shall be binding on all stockholders or directors, as applicable.

Section 5. Use of Electronic Transmission. The Corporation is authorized to use "electronic transmissions" as defined in the DGCL to the fullest extent allowed by the DGCL, including, but not limited to, for purposes of notices, proxies, waivers and resignations.

Section 6. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be designated by resolution of the Board of Directors.

Section 7. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money that are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by such agents of the Corporation as the Board of Directors, the President or any Vice President may authorize for that purpose.

Section 8. Voting Stock of Other Corporations. Except as otherwise ordered by the Board of Directors or the Executive Committee, the President or any Vice President or the Treasurer shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any corporation of which the Corporation is a stockholder and to execute a proxy to any other person to represent the Corporation at any such meeting, and at any such meeting the President or any Vice President or the Treasurer or the holder of any such proxy, as the case may be, shall possess and may exercise any and all rights and powers incident to ownership of such stock and which, as owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors or the Executive Committee may from time to time confer like powers upon any other person or persons.

Section 9. Indemnification of Officers and Directors. Without limiting the rights of any and all directors or officers of the Corporation (including former directors or officers, and any employee, who shall serve as an officer or director of any corporation at the request of this Corporation) pursuant to any contractual arrangement with the Corporation or otherwise, the Corporation shall indemnify any and all of its directors or officers, including former directors or officers, and any employee, who shall serve as an officer or director of any corporation at the request of this Corporation, in accordance with the provisions of the Certificate of Incorporation.

ARTICLE IX.
AMENDMENTS.

The Board of Directors shall have the power to make, rescind, alter, amend and repeal these Bylaws; provided, however, that the stockholders shall have power to rescind, alter, amend or repeal any bylaws made by the Board of Directors, and to enact bylaws which if so expressed shall not be rescinded, altered, amended or repealed by the Board of Directors. No change of the time or place for the annual meeting of the stockholders for the election of directors shall be made except in accordance with the laws of the State of Delaware.

* * * * *

ARTICLES OF ORGANIZATION

OF

SYMETRICS INDUSTRIES, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

ARTICLE I - Name

The name of the limited liability company is: **Symetrics Industries, LLC**

ARTICLE II - Address

The mailing address and the street address of the principal office of the limited liability company is: 1615 West NASA Boulevard, Melbourne, FL 32901.

ARTICLE III - Registered Agent and Office

The name and street address of the initial registered agent of this limited liability company is D. Mitchell Garner, 1615 West NASA Boulevard, Melbourne, FL 32901.

ARTICLE IV - Management

The limited liability company shall be managed by one or ore managers and is, therefore, a manager-managed Company.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledge them to be my act this 19th day of December, 2001.

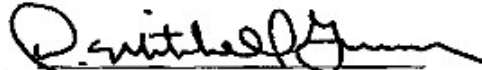
INITIAL MEMBER:

SYMETRICS HOLDINGS INC.

By: 

D. Mitchell Garner, President

(In accordance with Section 608.408(3), Florida Statutes, the execution of this certificate constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)


D. Mitchell Garner

APPROVED
AND
FILED
1 DEC 21 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION
OF
REGISTERED AGENT**

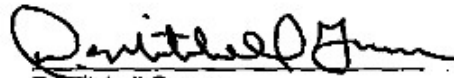
Pursuant to Section 608.415, Florida Statutes, the following is submitted:

That Symetrics Industries, LLC, desiring to organize under the laws of the State of Florida with its initial principal office, as indicated in the Articles of Organization, at 1615 West NASA Boulevard, Melbourne, Florida 32901, County of Brevard, State of Florida, has named D. Mitchell Garner, 1615 West NASA Boulevard, Melbourne, Florida 32901, County of Brevard, State of Florida, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named as registered agent and to accept service of process for the limited liability company named above, at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in that capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties. I am familiar with, and accept, the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

Dated: December 19, 2001


D. Mitchell Garner
Registered Agent

APPROVED
AND
FILED
01 DEC 21 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Symetries Industries, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 12/21/2001 and assigned
Florida document number L 01000022321

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Extant Aerospace, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

Enter new principal offices address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new
registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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FILED
JUL 4 PM 3:55
ST. LOUIS, MO
U.S. DEPT. OF JUSTICE

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Extant Aerospace, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

FILED
2015 AUG -6 PM 2:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on 12/21/2001 and assigned
Florida document number L01000022321

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Symetries Industries, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

FILED
2015 AUG -6 PM 2:45
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

E. Effective date, if other than the date of filing: 7-16-15 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated July 16, 2015

James P. General
Signature of a member of audit

Signature of a member or authorized representative of a member

James F. Gerwien, Jr

Typed or printed name of signee

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Symetrics Industries, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 12/21/2001 and assigned
Florida document number L01000022321.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Kevin Manuel

New Registered Office Address:

1615 West Nasa Blvd.

Enter Florida street address

Melbourne

Florida 32901

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.



If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

Title	Name	Address	Type of Action
MGRM	Henry G. Abele	1615 West Nasa Blvd.	<input type="checkbox"/> Add
		Melbourne, FL 32901	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGRM	William CJR McKegg	544 Lanternback Island Drive	<input type="checkbox"/> Add
		Satellite Beach, FL 32937	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Symetrics Technology Group, LLC	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AR	Kevin R. Manuel	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AR	James F. Gerwien	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AR	Gary Boekenkamp	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Article IV of the Articles of Organization is hereby deleted and amended in its entirety as follows:

The limited liability company shall be managed by one or more members and is, therefore, a member-managed limited liability company.

FILED
16 FEB -6 PM 4:50
SECRETARY OF STATE
TALLAHASSEE FLORIDA

E. Effective date, if other than the date of filing: _____ (optional)


(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(h)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated February 2, 2016



Signature of a member or authorized representative of a member

Kevin Manuel, AR

Typed or printed name of signee

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SYMETRICS INDUSTRIES, LLC**

The undersigned, being the sole member of SYMETRICS INDUSTRIES, LLC, a Florida limited liability company (the "Company"), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this "Limited Liability Company Agreement") effective as of this 24th day of April, 2018. The Company was formed as a Florida limited liability company on the 12th day of December, 2001, upon the filing of its Articles of Organization with the Secretary of State of the State of Florida.

ARTICLE I

MEMBER

SYMETRICS TECHNOLOGY GROUP, LLC is the sole member of the Company (the "Member").

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1615 W. NASA Blvd., Melbourne, FL 32901 (the "Principal Office"). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Florida Revised Limited Liability Company Act. The Company shall have all of the powers granted to a limited liability company under the laws of the State of Florida.

ARTICLE IV

DURATION OF THE COMPANY

The Company shall continue in perpetuity unless terminated sooner by operation of law or by decision of the Member.

ARTICLE V

CAPITAL CONTRIBUTIONS

The Member may in the future contribute any additional capital deemed necessary by the Member for the operation of the Company.

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

The Member shall own all of the membership interests in the Company and the Member shall have a 100% distributive share of the Company's profits, losses and cash flow.

ARTICLE VII

MANAGEMENT

The Member will manage the affairs of the Company, but shall be entitled to appoint or authorize representatives, including, but not limited to, such officers as the Member may deem necessary, to act on behalf of the Company and to delegate the authority otherwise reserved to the Member to such representatives. The signature of the Member of the Company shall be sufficient to bind the Company with respect to any matter on which the Member shall be required or entitled to act. The Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company. A copy of this Limited Liability Company Agreement may be shown to third parties (and all third parties may rely hereupon) in order to confirm the identity and authorization of the Member.

ARTICLE VIII

BOOKS AND RECORDS

The Company books shall be maintained at the Principal Office. The fiscal year of the Company shall end on such date in each year as shall be designated from time to time by the Member. The Member shall cause all known business transactions pertaining to the purpose of the Company to be entered properly and completely into said books. The Member will prepare and file on behalf of the Company all tax returns in a timely manner.

ARTICLE IX

AMENDMENTS

This Limited Liability Company Agreement may be amended by a written instrument adopted by the Member and executed by the Member at any time, for any purpose, at the sole discretion of the Member.

ARTICLE IX

INDEMNIFICATION

To the fullest extent permitted by law, the Company shall defend, indemnify, and save harmless the Member and any officers of the Company (each an "Indemnified Person") for all loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceedings arising out of (a) the Indemnified Person's relationship to the Company or (b) such Indemnified Person's capacity as an officer, except for such loss, liability, damage, cost, or expense as arises out of the theft, fraud, willful misconduct, or gross negligence by such Indemnified Person. To the fullest extent permitted by law, expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding, and not less often than monthly upon receipt of an undertaking by and on behalf of the Indemnified Person to repay such amount if it shall be ultimately determined that he or she is not entitled to be indemnified by the Company. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article X shall continue for a person who has ceased to be an officer and inures to the benefit of the heirs, executors and administrators of such a person.

The Company may obtain, at the expense of the Company, directors and officers insurance coverage in an amount and on such terms as determined by the Member.

ARTICLE XI

BANKING

All funds of the Company shall be deposited in one or more Company checking accounts as shall be designated by the Member, and the Member is authorized to sign any such checks or withdrawal forms.

ARTICLE XII

APPLICABILITY OF UCC ARTICLE 8

The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend:

"This certificate evidences an interest in SYMETRICS INDUSTRIES, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code."

No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

ARTICLE XIII

MISCELLANEOUS

This Limited Liability Company Agreement is made by the Member for the exclusive benefit of the Company, its Member, and his, her or its successors and assignees. This Limited Liability Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other person or entity. Except and only to the extent provided by applicable statute or otherwise in this Limited Liability Company Agreement, no such creditor or third party shall have any rights under this Limited Liability Company Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has hereunto set its hand effective the day and year first written above.

SYMETRICS TECHNOLOGY GROUP, LLC,
its sole member

By: 

Name: James L. Skulina

Its: Chief Executive Officer

OCT-10-08 08:47

FROM-AKERMAN SENTERFITT LLP

+407 843 7860

T-354 P.002/004 F-082

H05000247198 3

**ARTICLES OF ORGANIZATION OF
SYMETRICS TECHNOLOGY GROUP, LLC**

a Florida Limited Liability Company

The undersigned, for the purpose of organizing a limited liability company pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Organization, and does hereby agree and certify as follows:

ARTICLE I - Name

The name of the Limited Liability Company is: Symetrics Technology Group, LLC.

ARTICLE II - Address

The mailing address and, if different, the street address of the principal office of the Limited Liability Company is:

1615 W. NASA Boulevard
Melbourne, FL 32901

ARTICLE III - Existence and Duration

The Limited Liability Company shall commence its existence on the date that these Articles of Organization are filed and its duration shall be perpetual.

ARTICLE IV - Management

The Limited Liability Company is to be managed by one or more managers and is therefore a manager-managed company.

ARTICLE V - Registered Agent

The name and street address of the initial registered agent of the Limited Liability Company is:

Registered Agent: D. Mitchell Garner

Registered Office: 1615 W. NASA Boulevard
Melbourne, FL 32901

(JRS397341)

-1-

H05000247198 3

FILED
STATE
OF FLORIDA

OCT 19 AM 8:39

H05000247198 3

IN WITNESS WHEREOF, the undersigned Member does hereby make and file these Articles of Organization declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets its hand and seal this 18th day of October, 2005.

Symetrics Holdings, Inc., a Florida corporation, Member

By: 
Name: D. Mitchell Garner
Title: President

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

FILED
05 OCT 19 AM 8:39
SECRETARY OF STATE
PALM BEACH, FLORIDA

H05000247198 3

H05000247198 3

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

Dated: October 18, 2005


D. Mitchell Garner

05 OCT 19 AM 8:39
FILED
SEC. OF STATE
TALLAHASSEE, FLORIDA

(OR939734:1)

-3-

H05000247198 3

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Symetrics Technology Group, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 10/19/2005 and assigned
Florida document number L05000103138

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Kevin Manuel

New Registered Office Address:

1615 West Nasa Blvd.

Enter Florida street address

Melbourne

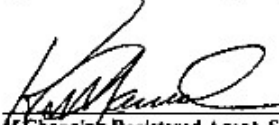
Florida 32901

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.


At Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Henry G. Abele	1615 West Nasa Blvd.	<input type="checkbox"/> Add
		Melbourne, FL 32901	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Extant Components Group Interme	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AR	Kevin R. Manuel	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AR	James F. Gerwien	1615 Nasa Boulevard	<input checked="" type="checkbox"/> Add
		Melbourne, FL 32901	<input type="checkbox"/> Remove
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RECEIVED
FEB 28 2006
TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Article IV of the Articles of Organization is hereby deleted and amended in its entirety as follows:

The limited liability company shall be managed by one or more members and is, therefore, a member-managed limited liability company.

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated February 2, 2016



Signature of a member or authorized representative of a member

Kevin Manuel, AR

Typed or printed name of signee

FILED
2016 FEB -4 PM 2:28
STATE
TALLAHASSEE FLORIDA

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SYMETRICS TECHNOLOGY GROUP, LLC**

The undersigned, being the sole member of SYMETRICS TECHNOLOGY GROUP, LLC, a Florida limited liability company (the "Company"), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this "Limited Liability Company Agreement") effective as of this 24th day of April, 2018. The Company was formed as a Florida limited liability company on the 19th day of October, 2005, upon the filing of its Articles of Organization with the Secretary of State of the State of Florida.

ARTICLE I

MEMBER

EXTANT COMPONENTS GROUP INTERMEDIATE, INC. is the sole member of the Company (the "Member").

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1615 W. NASA Blvd., Melbourne, FL 32901 (the "Principal Office"). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Florida Revised Limited Liability Company Act. The Company shall have all of the powers granted to a limited liability company under the laws of the State of Florida.

ARTICLE IV

DURATION OF THE COMPANY

The Company shall continue in perpetuity unless terminated sooner by operation of law or by decision of the Member.

ARTICLE V

CAPITAL CONTRIBUTIONS

The Member may in the future contribute any additional capital deemed necessary by the Member for the operation of the Company.

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

The Member shall own all of the membership interests in the Company and the Member shall have a 100% distributive share of the Company's profits, losses and cash flow.

ARTICLE VII

MANAGEMENT

The Member will manage the affairs of the Company, but shall be entitled to appoint or authorize representatives, including, but not limited to, such officers as the Member may deem necessary, to act on behalf of the Company and to delegate the authority otherwise reserved to the Member to such representatives. The signature of the Member of the Company shall be sufficient to bind the Company with respect to any matter on which the Member shall be required or entitled to act. The Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company. A copy of this Limited Liability Company Agreement may be shown to third parties (and all third parties may rely hereupon) in order to confirm the identity and authorization of the Member.

ARTICLE VIII

BOOKS AND RECORDS

The Company books shall be maintained at the Principal Office. The fiscal year of the Company shall end on such date in each year as shall be designated from time to time by the Member. The Member shall cause all known business transactions pertaining to the purpose of the Company to be entered properly and completely into said books.

The Member will prepare and file on behalf of the Company all tax returns in a timely manner.

ARTICLE IX

AMENDMENTS

This Limited Liability Company Agreement may be amended by a written instrument adopted by the Member and executed by the Member at any time, for any purpose, at the sole discretion of the Member.

ARTICLE IX

INDEMNIFICATION

To the fullest extent permitted by law, the Company shall defend, indemnify, and save harmless the Member and any officers of the Company (each an "Indemnified Person") for all loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceedings arising out of (a) the Indemnified Person's relationship to the Company or (b) such Indemnified Person's capacity as an officer, except for such loss, liability, damage, cost, or expense as arises out of the theft, fraud, willful misconduct, or gross negligence by such Indemnified Person. To the fullest extent permitted by law, expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding, and not less often than monthly upon receipt of an undertaking by and on behalf of the Indemnified Person to repay such amount if it shall be ultimately determined that he or she is not entitled to be indemnified by the Company. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article X shall continue for a person who has ceased to be an officer and inures to the benefit of the heirs, executors and administrators of such a person.

The Company may obtain, at the expense of the Company, directors and officers insurance coverage in an amount and on such terms as determined by the Member.

ARTICLE XI

BANKING

All funds of the Company shall be deposited in one or more Company checking accounts as shall be designated by the Member, and the Member is authorized to sign any such checks or withdrawal forms.

ARTICLE XII

APPLICABILITY OF UCC ARTICLE 8

The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend:

"This certificate evidences an interest in SYMETRICS TECHNOLOGY GROUP, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code."

No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

ARTICLE XIII

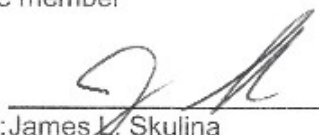
MISCELLANEOUS

This Limited Liability Company Agreement is made by the Member for the exclusive benefit of the Company, its Member, and his, her or its successors and assignees. This Limited Liability Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other person or entity. Except and only to the extent provided by applicable statute or otherwise in this Limited Liability Company Agreement, no such creditor or third party shall have any rights under this Limited Liability Company Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has hereunto set its hand effective the day and year first written above.

EXTANT COMPONENTS GROUP
INTERMEDIATE, INC.,
its sole member

By: 
Name: James L. Skulina
Its: Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:15 PM 02/23/2004
FILED 05:37 PM 02/23/2004
SRV 040127963 - 3768216 FILE

CERTIFICATE OF INCORPORATION

OF

TEAC AEROSPACE HOLDINGS, INC.

FIRST: The name of the Corporation is TEAC Aerospace Holdings, Inc.

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

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (the "GCL").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is ten thousand (10,000) shares designated as common stock and the par value of each such share of common stock is one cent (\$0.01) per share.

FIFTH: The name and mailing address of the incorporator are Michael L. Kaplan, 2375 E. Camelback Road, Suite 700, Phoenix, Arizona 85016.

SIXTH: The number of directors which shall comprise the initial Board of Directors of the Corporation shall be two (2). The size of the Board of Directors may be increased or decreased in the manner provided in the Bylaws of the Corporation. All corporate powers of the Corporation shall be exercised by or under the direction of the Board of Directors except as otherwise provided herein or by law.

SEVENTH: Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

EIGHTH: A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the GCL. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

NINTH: Subject to the power of the stockholders of the Corporation to adopt, amend, or repeal any Bylaw made by the Board of Directors, the Board of Directors is expressly authorized and empowered to adopt, amend, or repeal the Bylaws of the Corporation.

TENTH: The Corporation reserves the right at any time, and from time to time, to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences

and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

IN WITNESS WHEREOF, I, the undersigned, being the Incorporator hereinabove stated, set my hand this 23rd day of February, 2004.



Michael L. Kaplan, Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TEAC AEROSPACE HOLDINGS, INC.**

TEAC Aerospace Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That the Board of Directors of the Corporation, by unanimous consent of its members, adopted a resolution proposing and declaring advisable a proposed amendment to the Certificate of Incorporation of the Corporation, amending Article FOURTH in its entirety to read as follows:

"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one million (1,000,000) shares designated as common stock and the par value of each such share of common stock is one cent (\$0.01) per share."

SECOND: That in lieu of a meeting and vote of Stockholders of the Corporation, the Stockholders have unanimously consented to said amendment in writing, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

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

IN WITNESS WHEREOF, TEAC Aerospace Holdings, Inc. has caused this Certificate of Amendment to be signed by its Chairman of the Board as of the 10th day of May, 2004.

TEAC AEROSPACE HOLDINGS, INC.

By: /s/ Douglas P. McCormick
Douglas P. McCormick, Chairman of the
Board

*State of Delaware
Secretary of State
Division of Corporations
Delivered 01:44 PM 05/10/2004
FILED 01:36 PM 05/10/2004
SRV 040338465 - 3768216 FILE*

**CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT
OF**

TEAC AEROSPACE HOLDINGS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

TEAC AEROSPACE HOLDINGS, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on April 23, 2008

/s/ Vincent M. Lichtenberger

Name: Vincent M. Lichtenberger

Title: Secretary

SECOND AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
TEAC AEROSPACE HOLDINGS, INC.

TEAC Aerospace Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That the Board of Directors of the Corporation, by unanimous consent of its members, adopted a resolution proposing and declaring advisable a proposed amendment to the Certificate of Incorporation of the Corporation, amending Article FOURTH in its entirety to read as follows:

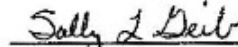
"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares designated as common stock and the par value of each such share of common stock is one cent (\$0.01) per share."

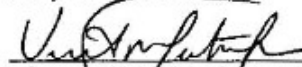
SECOND: That in lieu of a meeting and vote of shareholders of the Corporation, the Stockholders have unanimously consented to said amendment in writing, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

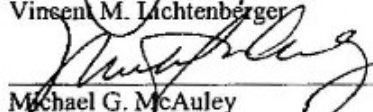
THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General corporation Law of the State of Delaware.

IN WITNESS WHEREOF, TEAC Aerospace Holdings, Inc. has caused this Amendment to be signed by its Directors as of the 15 day of October, 2010.

TEAC AEROSPACE HOLDINGS, INC.


Sally L. Geib


Vincent M. Lichtenberger


Michael G. McAuley

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is: TEAC Aerospace Holdings, Inc.
2. The Registered Office of the corporation in the State of Delaware is changed to: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

The name of the Registered Agent at such address upon whom process against this Corporation may be served is The Corporation Trust Company.

3. The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: /s/ Salvina Amenta-Gray
Assistant Secretary

Name: _Salvina Amenta-Gray

**BYLAWS
OF
TEAC AEROSPACE HOLDINGS, INC.**

Adopted as of February 23, 2004

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BYLAWS
OF
TEAC AEROSPACE HOLDINGS, INC.

ARTICLE I
Stockholders

1.1 Place of Meetings. Meetings of stockholders shall be held at the place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time.

1.2 Annual Meetings. Annual meetings of stockholders shall, unless otherwise provided by the Board of Directors, be held on the first Tuesday in February of each calendar year, commencing in 2005, if not a legal holiday, and if a legal holiday, then on the next full business day following, at 10:00 a.m., at which time they shall elect a board of directors and transact any other business as may properly be brought before the meeting.

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

1.4 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation, or these Bylaws, the written notice of any meeting shall be given no less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the corporation.

1.5 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.5 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

1.7 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

1.8 Voting; Proxies. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the Certificate of Incorporation, or these Bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

1.9 Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten (10) days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

1.10 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of

shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

1.11 Action by Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

Board of Directors

2.1 Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. The number of directors which shall comprise the initial Board of Directors shall be that number set forth in the Certificate of Incorporation. Directors need not be stockholders.

2.2 Election; Resignation; Vacancies. The Board of Directors shall be elected at each annual meeting of stockholders and each director shall hold office for a term of one (1) year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he has replaced or until his or her successor is elected and qualified.

2.3 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

2.4 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four (24) hours before the special meeting.

2.5 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.5 shall constitute presence in person at such meeting.

2.6 Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in

which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

2.7 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

2.8 Informal Action by Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE III Committees

3.1 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all pages which may require it.

3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter, and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article 2 of these Bylaws.

ARTICLE IV Officers

4.1 Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also elect one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as the Board of Directors deems necessary. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

4.2 Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective officers, subject to the control of

the Board of Directors. The Board of Directors may require any officer, agent, or employee to give security for the faithful performance of his or her duties.

ARTICLE V

Stock

5.1 Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him or her in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

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

ARTICLE VI

Indemnification

6.1 Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans (an "indemnitee"), against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such indemnitee. The corporation shall be required to indemnify an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if the initiation of such proceeding (or part thereof) by the indemnitee was authorized by the Board of Directors of the corporation.

6.2 Prepayment of Expenses. The corporation shall pay the expenses (including attorneys' fees) incurred by an indemnitee in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

6.3 Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty (60) days after a written claim therefor by the indemnitee has been received by the corporation, the indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim. In any such action the corporation shall have the burden of proving that the indemnitee was not entitled to the requested indemnification or payment of expenses under applicable law.

6.4 Nonexclusivity of Rights. The rights conferred on any person by this Article 6 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute,

provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders, or disinterested directors or otherwise.

6.5 Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, enterprise, or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise, or nonprofit enterprise.

6.6 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article 6 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII Miscellaneous

7.1 Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

7.2 Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

7.3 Waiver of Notice of Meetings of Stockholders, Directors, and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

7.4 Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

7.5 Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

7.6 Amendment of Bylaws. These Bylaws may be altered or repealed, and new Bylaws made by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

CERTIFICATE OF INCORPORATION

Exhibit 3.13

OF

TEAC AEROSPACE TECHNOLOGIES, INC.

FIRST: The name of the Corporation is TEAC Aerospace Technologies, Inc.

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

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (the "GCL").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is ten thousand (10,000) shares designated as common stock and the par value of each such share of common stock is one cent (\$0.01) per share.

FIFTH: The name and mailing address of the incorporator are Michael L. Kaplan, 2375 E. Camelback Road, Suite 700, Phoenix, Arizona 85016.

SIXTH: The number of directors which shall comprise the initial Board of Directors of the Corporation shall be two (2). The size of the Board of Directors may be increased or decreased in the manner provided in the Bylaws of the Corporation. All corporate powers of the Corporation shall be exercised by or under the direction of the Board of Directors except as otherwise provided herein or by law.

SEVENTH: Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

EIGHTH: A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the GCL. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

NINTH: Subject to the power of the stockholders of the Corporation to adopt, amend, or repeal any Bylaw made by the Board of Directors, the Board of Directors is expressly authorized and empowered to adopt, amend, or repeal the Bylaws of the Corporation.

TENTH: The Corporation reserves the right at any time, and from time to time, to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences

and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

IN WITNESS WHEREOF, I, the undersigned, being the Incorporator hereinabove stated, set my hand this 15th day of January, 2004.

/s/ Michael L. Kaplan

Michael L. Kaplan, Incorporator

**CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT
OF**

TEAC AEROSPACE TECHNOLOGIES, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

TEAC AEROSPACE TECHNOLOGIES, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on April 23, 2008

/s/ Vincent M. Lichtenberger

Name: Vincent M. Lichtenberger

Title: Secretary

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is: TEAC Aerospace Technologies, Inc.
2. The Registered Office of the corporation in the State of Delaware is changed to: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

The name of the Registered Agent at such address upon whom process against this Corporation may be served is The Corporation Trust Company.

3. The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: /s/ Salvina Amenta-Gray
Assistant Secretary

Name: _Salvina Amenta-Gray

**BYLAWS
OF
TEAC AEROSPACE TECHNOLOGIES, INC.**

Adopted as of January 15, 2004

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Stockholders

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BYLAWS
OF
TEAC AEROSPACE TECHNOLOGIES, INC.

ARTICLE I
Stockholders

1.1 Place of Meetings. Meetings of stockholders shall be held at the place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time.

1.2 Annual Meetings. Annual meetings of stockholders shall, unless otherwise provided by the Board of Directors, be held on the first Tuesday in February of each calendar year, commencing in 2005, if not a legal holiday, and if a legal holiday, then on the next full business day following, at 10:00 a.m., at which time they shall elect a board of directors and transact any other business as may properly be brought before the meeting.

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

1.4 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation, or these Bylaws, the written notice of any meeting shall be given no less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the corporation.

1.5 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.5 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

1.7 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

1.8 Voting; Proxies. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the Certificate of Incorporation, or these Bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

1.9 Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten (10) days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

1.10 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of

shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

1.11 Action by Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II Board of Directors

2.1 Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. The number of directors which shall comprise the initial Board of Directors shall be that number set forth in the Certificate of Incorporation. Directors need not be stockholders.

2.2 Election; Resignation; Vacancies. The Board of Directors shall be elected at each annual meeting of stockholders and each director shall hold office for a term of one (1) year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he has replaced or until his or her successor is elected and qualified.

2.3 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

2.4 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four (24) hours before the special meeting.

2.5 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.5 shall constitute presence in person at such meeting.

2.6 Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in

which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

2.7 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

2.8 Informal Action by Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE III Committees

3.1 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all pages which may require it.

3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter, and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article 2 of these Bylaws.

ARTICLE IV Officers

4.1 Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also elect one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as the Board of Directors deems necessary. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

4.2 Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of

the Board of Directors. The Board of Directors may require any officer, agent, or employee to give security for the faithful performance of his or her duties.

ARTICLE V

Stock

5.1 Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him or her in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

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

ARTICLE VI

Indemnification

6.1 Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans (an "indemnitee"), against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such indemnitee. The corporation shall be required to indemnify an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if the initiation of such proceeding (or part thereof) by the indemnitee was authorized by the Board of Directors of the corporation.

6.2 Prepayment of Expenses. The corporation shall pay the expenses (including attorneys' fees) incurred by an indemnitee in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

6.3 Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty (60) days after a written claim therefor by the indemnitee has been received by the corporation, the indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim. In any such action the corporation shall have the burden of proving that the indemnitee was not entitled to the requested indemnification or payment of expenses under applicable law.

6.4 Nonexclusivity of Rights. The rights conferred on any person by this Article 6 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute,

provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders, or disinterested directors or otherwise.

6.5 Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, enterprise, or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise, or nonprofit enterprise.

6.6 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article 6 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII Miscellaneous

7.1 Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

7.2 Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

7.3 Waiver of Notice of Meetings of Stockholders, Directors, and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

7.4 Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

7.5 Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

7.6 Amendment of Bylaws. These Bylaws may be altered or repealed, and new Bylaws made by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

File Number

5666-425-4



Whereas, ARTICLES OF INCORPORATION OF
SKANDIA, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

*Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.*

In Testimony Whereof, I hereto set my hand and cause to
be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 2ND
day of JANUARY A.D. 19 92 and
of the Independence of the United States
the two hundred and 16TH.



George H. Ryan
SECRETARY OF STATE

Form **BCA-2.10** | **ARTICLES OF INCORPORATION**

(Rev. Jan. 1991)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

SUBMIT IN DUPLICATE!

PAID

JAN 2 1992

This space for use by
Secretary of State

Date 1-2-92
Franchise Tax \$ 25.00
Filing Fee \$ 75.00
Approved: m 100.00

1. **CORPORATE NAME:** SKANDIA, INC.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	<u>GREGORY</u>	<u>H.</u>	<u>CLARK</u>
	<small>First Name</small>	<small>Middle Initial</small>	<small>Last name</small>
Initial Registered Office:	<u>463</u>	<u>ELM</u>	<u></u>
	<small>Number</small>	<small>Street</small>	<small>Suite #</small>
	<u>ROCKFORD</u>	<u>61101</u>	<u>WINNEBAGO</u>
	<small>City</small>	<small>Zip Code</small>	<small>County</small>

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

refurbishing of aircraft interiors

45

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	\$ 1.00	10,000	1,000	\$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

X

5666-425-4

(over)

016291073

5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation 11
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address
Tim F. Theden	60 Airport Drive, Rockford, IL 61109

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated December 27, 19 91

Signature and Name
1. <u>Tim F. Theden</u> Signature TIM F. THEDEN (Type or Print Name)
2. <u>Chris Theden</u> Signature CHRIS THEDEN (Type or Print Name)
3. _____ Signature (Type or Print Name)

Address
1. 60 Airport Drive Street Rockford IL 61109 City/Town State Zip Code
2. 60 Airport Drive Street Rockford IL 61109 City/Town State Zip Code
3. _____ Street City/Town State Zip Code

(Signatures must be in ink on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)
 NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice President and verified by him, and attested by its Secretary or Assistant Secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-up capital represented in the state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fee, if necessary.

Illinois Secretary of State
 Department of Business Services
 Springfield, IL 62758
 Telephone (217) 782-6522
 782-6523

FILED

JAN - 2 - 1992

GEORGE H. RYAN
 SECRETARY OF STATE

FORM BCA 11.25 (rev. Dec. 2003)
ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62759
217-782-8981
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

FILED

MAR 08 2012

JESSE WHITE
SECRETARY OF STATE

PAID

MAR 08 2012

EXPEDITED
SECRETARY OF STATE

File # 566-425-4 Filing Fee: \$ 100.00 Approved: _____

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

FORM 11.25 (rev. 12/03)
CP0099003

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of Incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Skandia, Inc.</u>	<u>Illinois</u>	<u>56664254</u>
<u>Skandia Acquisition, Inc.</u>	<u>Delaware</u>	<u>NR</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: Skandia, Inc.
~~acquiring~~

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

See the attached Agreement and Plan of Merger.

- merger
5. The ~~consolidation~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the
~~exchange~~ state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 80 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Skandis, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. ~~Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.~~

~~It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:~~

- ~~a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.~~
- ~~b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and~~
- ~~c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.~~

7. Complete if reporting a merger under §11.20 -- 80 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____

Month & Day

Year

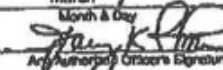
Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? ☒ Yes ☐ No

(If "No" duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated March 7, 2012 Skandia, Inc.
Month & Day Year Exact Name of Corporation

Duly Authorized Officer's Signature
Gary Palmer, President
Name and Title (type or print)

Dated March 7, 2012 Skandia Acquisition, Inc.
Month & Day Year Exact Name of Corporation

Authorized Officer's Signature
Gary Palmer, President
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Corporation

Authorized Officer's Signature

Name and Title (type or print)

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

between

Skandia, Inc.

and

Skandia Acquisition, Inc.

This Agreement and Plan of Merger (this "Agreement") is made as of the 7th day of March, 2012, by and between Skandia, Inc., an Illinois corporation ("Skandia"), and Skandia Acquisition, Inc., a Delaware corporation ("Acquisition"). Skandia and Acquisition are hereinafter sometimes referred to collectively as the "Constituent Corporations".

WHEREAS, Acquisition is the owner of all of the issued and outstanding capital stock of Skandia;

WHEREAS, the Constituent Corporations desire to merge upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has adopted and approved this Agreement, providing for the merger of the Constituent Corporations as herein provided (the "Merger"), and the sole stockholder of each of the Constituent Corporations has voted to approve the Merger, all in accordance with the applicable provisions of the Delaware General Corporation Law and the Illinois Business Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. In accordance with the provisions of this Agreement and Section 11.35 of the Illinois Business Corporation Act and Section 253 of the Delaware General Corporation Law, at the Effective Time (as defined in Section 1.2 hereof), Acquisition shall be merged with and into Skandia, the separate existence of Acquisition shall thereupon cease, and Skandia, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under and in accordance with the laws of the State of Illinois.

1.2 Effective Time of the Merger. On or as of the date of this Agreement, the Constituent Corporations shall cause an Articles of Merger, Consolidation or Exchange (the "Articles of Merger") to be executed and delivered to the Secretary of State of the State of Illinois, setting forth the information required by Section 11.25 of the Illinois Business Corporation Act, as well as a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, setting forth the information required by Section 253 of the Delaware General Corporation Law. The Merger shall become effective at the time of such filings. The

date and time when the Merger becomes effective in accordance with the Illinois Business Corporation Act is herein sometimes referred to as the "Effective Time".

ARTICLE II

SURVIVING CORPORATION; ORGANIZATION

2.1 Articles of Incorporation. From and after the Effective Time, the name of the surviving corporation shall be Skandia, Inc., and the Articles of Incorporation of the Surviving Corporation shall be those of Skandia as in effect immediately prior to the Effective Time, until thereafter amended in accordance with the provisions of applicable law and such Articles of Incorporation.

2.2 By-laws. The by-laws of the Surviving Corporation from and after the Effective Time shall be those Amended and Restated By-laws attached hereto as Exhibit A and incorporated herein, subject to later amendment as provided therein or in accordance with the terms of the Articles of Incorporation of the Surviving Corporation and the provisions of applicable law.

2.3 Directors and Officers. The directors and officers of the Surviving Corporation shall be those of Skandia as in effect immediately prior to the Effective Time, who shall serve in such capacities until their respective resignation or replacement in accordance with the Amended and Restated By-laws of the Surviving Corporation.

ARTICLE III

MANNER OF CONVERSION AND EXCHANGE OF SHARES; SUPPLEMENTAL ACTION

3.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or their shareholders:

(a) One thousand (1,000) shares of Acquisition common stock, representing all of the shares of Acquisition common stock issued and outstanding immediately prior to the Effective Time, shall be converted into and shall thereafter represent four thousand eight hundred forty-five (4,845) validly issued, fully paid and non-assessable shares of common stock of the Surviving Corporation.

(b) Each share of Skandia common stock issued and outstanding immediately prior to the Effective Time shall be automatically cancelled and extinguished.

3.2 Stock Transfer Books. At the Effective Time, the stock transfer books of Acquisition shall be closed and no transfer of Acquisition common stock shall thereafter be made.

3.3 Surrender and Exchange of Stock Certificate Representing Common Stock. After the Effective Time, each shareholder of Acquisition shall be entitled, upon surrender to the Surviving Corporation of certificates representing shares of Acquisition common stock, to

receive in exchange therefor the number of shares of Surviving Corporation common stock into which such Acquisition common stock has been converted pursuant to Section 3.1 hereof. Until surrendered to the Surviving Corporation, each outstanding certificate which immediately prior to the Effective Time represented outstanding shares of Acquisition common stock shall represent for all purposes the right to receive such certificates for shares of Surviving Corporation common stock.

3.4 Supplementary Action. If, at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

3.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[the signature page is the next page]

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

SKANDIA, INC.

By: 

Name: Gary Palmer
Title: President

SKANDIA ACQUISITION, INC.

By: 

Name: Gary Palmer
Title: President

[Signature Page to Agreement and Plan of Merger]

AMENDED AND RESTATED BY-LAWS
OF
SKANDIA, INC.

ARTICLE I

Meetings of Shareholders

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

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

Section 3. Notices of Meetings. Unless waived, and except as provided in Section 7.20 of the Illinois Business Corporation Act, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at his address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

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

Section 5. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a

meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

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

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Illinois Business Corporation Act.

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

ARTICLE II

Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be shareholders, shall be no fewer than two (2) and no more than three (3). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

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

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

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

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

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

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

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

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

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

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior

to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may by resolution of the board be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

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

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a

quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

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

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors may elect officers, which may include a chief executive officer, a president, a secretary, a treasurer, or such number of vice presidents, if any, as the board may from time to time determine. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. Subject to the provisions of Section 6 of Article V of these By-laws, a vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

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

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer

may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring his signature; and shall have all the powers and duties prescribed by the Illinois Business Corporation Act and such others as the board of directors may from time to time assign to him.

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

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

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

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe.

The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

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

ARTICLE VI

Indemnification and Insurance

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

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

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

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

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

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

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

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

position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

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

ARTICLE VII

Certificates for Shares

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

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

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

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

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

ARTICLE IX

Seal

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

ARTICLE X

Amendments

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

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

TWELFTH SUPPLEMENTAL INDENTURE

Dated as of March 30, 2018
to
Indenture
Dated as of October 15, 2012
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

5.50% Senior Subordinated Notes due 2020
of TransDigm Inc.

This **TWELFTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 30, 2018, is entered into by and among Kirkhill Inc., a Delaware corporation (the “**Guaranteeing Subsidiary**”), 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**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation

(“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”) and North Hills Signal Processing Overseas Corp., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight and North Hills the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

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WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of October 15, 2012 (as supplemented by the First Supplemental Indenture thereto, dated as of June 5, 2013, the Second Supplemental Indenture thereto, dated as of June 26, 2013, the Third Supplemental Indenture thereto, dated as of December 19, 2013, the Fourth Supplemental Indenture thereto, dated as of April 9, 2015, the Fifth Supplemental Indenture thereto, dated as of June 12, 2015, the Sixth Supplemental Indenture thereto, dated as of August 28, 2015, the Seventh Supplemental Indenture thereto, dated as of April 1, 2016, the Eighth Supplemental Indenture thereto, dated as of July 8, 2016, the Ninth Supplemental Indenture thereto, dated as of October 28, 2016, the Tenth Supplemental Indenture thereto, dated as of March 31, 2017, and the Eleventh Supplemental Indenture thereto, dated as of May 9, 2017, the “**Indenture**”), providing for the issuance by the Company of 5.50% Senior Subordinated Notes due 2020 (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 Subsidiary 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 Guaranteeing Subsidiary covenants and agrees 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.** The Guaranteeing Subsidiary 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.** The Guaranteeing Subsidiary 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 the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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 GUARANTEE 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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC

[Signature page to the Twelfth Supplemental Indenture – 2020 Notes]

By: Young & Franklin Inc., as its sole member
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Twelfth Supplemental Indenture – 2020 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

[Signature page to the Twelfth Supplemental Indenture – 2020 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Twelfth Supplemental Indenture – 2020 Notes]

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

THIRTEENTH SUPPLEMENTAL INDENTURE

Dated as of May 8, 2018
to
Indenture
Dated as of October 15, 2012
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

5.50% Senior Subordinated Notes due 2020
of TransDigm Inc.

This **THIRTEENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 8, 2018, is entered into by and among TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Guaranteeing Subsidiary**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta**”).

LLC”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”) and Kirkhill, Inc., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of October 15, 2012 (as supplemented by the First Supplemental Indenture thereto, dated as of June 5, 2013, the Second Supplemental Indenture thereto, dated as of June 26, 2013, the Third Supplemental Indenture thereto, dated as of December 19, 2013, the Fourth Supplemental Indenture thereto, dated as of April 9, 2015, the Fifth Supplemental Indenture thereto, dated as of June 12, 2015, the Sixth Supplemental Indenture thereto, dated as of August 28, 2015, the Seventh Supplemental Indenture thereto, dated as of April 1, 2016, the Eighth Supplemental Indenture thereto, dated as of July 8, 2016, the Ninth Supplemental Indenture thereto, dated as of October 28, 2016, the Tenth Supplemental Indenture thereto, dated as of March 31, 2017, the Eleventh Supplemental Indenture thereto, dated as of May 9, 2017, and the Twelfth Supplemental Indenture thereto, dated as of March 30, 2018, the “**Indenture**”), providing for the issuance by the Company of 5.50% Senior Subordinated Notes due 2020 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Guaranteeing Subsidiary is a Foreign Restricted Subsidiary, as that term is defined in the Indenture;

WHEREAS, the Company desires to cause the Guaranteeing Subsidiary to provide a senior subordinated guarantee of payment of the Notes (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 Subsidiary have been done; and

WHEREAS, pursuant to Sections 9.01(d) and (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 Guaranteeing Subsidiary and the Company 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. **AMENDMENT.** The definition of “Guarantee” in Section 1.01 of the Indenture is hereby amended and restated in its entirety, as follows:

“‘Guarantee’ means (i) the guarantee of the Notes by Holdings and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of this Indenture, (ii) the guarantee of the Notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof and (iii) any guarantee by a Foreign Restricted Subsidiary that is provided at the sole discretion of the Company.”

3. **GUARANTEE, ETC.** The Guaranteeing Subsidiary 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.
4. **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.
5. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiary 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.
6. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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.
7. **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 GUARANTEE 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.
8. **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.
9. **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.
10. **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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member

[Signature page to the Thirteenth Supplemental Indenture – 2020 Notes]

KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Thirteenth Supplemental Indenture – 2020 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

[Signature page to the Thirteenth Supplemental Indenture – 2020 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Thirteenth Supplemental Indenture – 2020 Notes]

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

FOURTEENTH SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018

to

Indenture

Dated as of October 15, 2012

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

5.50% Senior Subordinated Notes due 2020

of TransDigm Inc.

This **FOURTEENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, 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**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), and TransDigm UK Holdings plc, a United Kingdom public limited company (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex,

Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills, North Hills Overseas and Kirkhill, the “***Existing Guarantors***”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “***Trustee***”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of October 15, 2012 (as supplemented by the First Supplemental Indenture thereto, dated as of June 5, 2013, the Second Supplemental Indenture thereto, dated as of June 26, 2013, the Third Supplemental Indenture thereto, dated as of December 19, 2013, the Fourth Supplemental Indenture thereto, dated as of April 9, 2015, the Fifth Supplemental Indenture thereto, dated as of June 12, 2015, the Sixth Supplemental Indenture thereto, dated as of August 28, 2015, the Seventh Supplemental Indenture thereto, dated as of April 1, 2016, the Eighth Supplemental Indenture thereto, dated as of July 8, 2016, the Ninth Supplemental Indenture thereto, dated as of October 28, 2016, the Tenth Supplemental Indenture thereto, dated as of March 31, 2017, the Eleventh Supplemental Indenture thereto, dated as of May 9, 2017, the Twelfth Supplemental Indenture thereto, dated as of March 30, 2018, and the Thirteenth Supplemental Indenture thereto, dated as of May 8, 2018, the “**Indenture**”), providing for the issuance by the Company of 5.50% Senior Subordinated Notes due 2020 (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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRBORNE ACQUISITION, INC.

AIRBORNE GLOBAL, INC.

AIRBORNE HOLDINGS, INC.

AIRBORNE SYSTEMS NA INC.

AIRBORNE SYSTEMS NORTH AMERICA INC.

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

ARKWIN INDUSTRIES, INC.

AVIATION TECHNOLOGIES, INC.

AVIONICS SPECIALTIES, INC.

AVTECHTYEE, INC.

BETA TRANSFORMER TECHNOLOGY CORPORATION

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, as its sole member

BRIDPORT HOLDINGS, INC.

[Signature page to the Fourteenth Supplemental Indenture – 2020 Notes]

BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

[Signature page to the Fourteenth Supplemental Indenture – 2020 Notes]

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Fourteenth Supplemental Indenture – 2020 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Fourteenth Supplemental Indenture – 2020 Notes]

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

NINTH SUPPLEMENTAL INDENTURE

Dated as of March 30, 2018
to
Indenture
Dated as of June 4, 2014
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

6.000% Senior Subordinated Notes due 2022
of TransDigm Inc.

This **NINTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 30, 2018, is entered into by and among Kirkhill Inc., a Delaware corporation (the “**Guaranteeing Subsidiary**”), 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**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation

(“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”) and North Hills Signal Processing Overseas Corp., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight and North Hills the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, and the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the “**Indenture**”), providing for the issuance by the Company of 6.000% Senior Subordinated Notes due 2022 (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 Subsidiary 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 Guaranteeing Subsidiary covenants and agrees 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.** The Guaranteeing Subsidiary 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.** The Guaranteeing Subsidiary 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 the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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 GUARANTEE 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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC

[Signature page to the Ninth Supplemental Indenture – 2022 Notes]

By: Young & Franklin Inc., as its sole member
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Ninth Supplemental Indenture – 2022 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

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

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature page to the Ninth Supplemental Indenture – 2022 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

TENTH SUPPLEMENTAL INDENTURE

Dated as of May 8, 2018

to

Indenture

Dated as of June 4, 2014

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

6.000% Senior Subordinated Notes due 2022

of TransDigm Inc.

This **TENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 8, 2018, is entered into by and among TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Guaranteeing Subsidiary**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta**”).

LLC”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”) and Kirkhill, Inc., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, and the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.000% Senior Subordinated Notes due 2022 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Guaranteeing Subsidiary is a Foreign Restricted Subsidiary, as that term is defined in the Indenture;

WHEREAS, the Company desires to cause the Guaranteeing Subsidiary to provide a senior subordinated guarantee of payment of the Notes (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 Subsidiary have been done; and

WHEREAS, pursuant to Sections 9.01(d) and (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 Guaranteeing Subsidiary and the Company 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. **AMENDMENT.** The definition of “Guarantee” in Section 1.01 of the Indenture is hereby amended and restated in its entirety, as follows:

“‘*Guarantee*’ means (i) the guarantee of the Notes by Holdings and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of this Indenture, (ii) the guarantee of the Notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof and (iii) any guarantee by a Foreign Restricted Subsidiary that is provided at the sole discretion of the Company.”
3. **GUARANTEE, ETC.** The Guaranteeing Subsidiary 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.

4. **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.
5. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiary 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.
6. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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.
7. **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 GUARANTEE 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.
8. **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.
9. **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.
10. **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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member

[Signature page to the Tenth Supplemental Indenture – 2022 Notes]

KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Tenth Supplemental Indenture – 2022 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

[Signature page to the Tenth Supplemental Indenture – 2022 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Tenth Supplemental Indenture – 2022 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018

to

Indenture

Dated as of June 4, 2014

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

6.000% Senior Subordinated Notes due 2022

of TransDigm Inc.

This **ELEVENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited

liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), and TransDigm UK Holdings plc, a United Kingdom public limited company (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills, North Hills Overseas and Kirkhill, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, and the Tenth Supplemental Indenture thereto, dated as of May 8, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.000% Senior Subordinated Notes due 2022 (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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRBORNE ACQUISITION, INC.

AIRBORNE GLOBAL, INC.

AIRBORNE HOLDINGS, INC.

AIRBORNE SYSTEMS NA INC.

AIRBORNE SYSTEMS NORTH AMERICA INC.

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

ARKWIN INDUSTRIES, INC.

AVIATION TECHNOLOGIES, INC.

AVIONICS SPECIALTIES, INC.

AVTECHTYEE, INC.

BETA TRANSFORMER TECHNOLOGY CORPORATION

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, as its sole member

BRIDPORT HOLDINGS, INC.

[Signature page to the Eleventh Supplemental Indenture – 2022 Notes]

BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

[Signature page to the Eleventh Supplemental Indenture – 2022 Notes]

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Eleventh Supplemental Indenture – 2022 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Eleventh Supplemental Indenture – 2022 Notes]

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

NINTH SUPPLEMENTAL INDENTURE

Dated as of March 30, 2018
to
Indenture
Dated as of June 4, 2014
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

6.500% Senior Subordinated Notes due 2024
of TransDigm Inc.

This **NINTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 30, 2018, is entered into by and among Kirkhill Inc., a Delaware corporation (the “**Guaranteeing Subsidiary**”), 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**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation

(“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”) and North Hills Signal Processing Overseas Corp., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight and North Hills the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, and the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the “**Indenture**”), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2024 (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 Subsidiary 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 Guaranteeing Subsidiary covenants and agrees 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.** The Guaranteeing Subsidiary 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.** The Guaranteeing Subsidiary 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 the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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 GUARANTEE 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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC

[Signature page to the Ninth Supplemental Indenture – 2024 Notes]

By: Young & Franklin Inc., as its sole member
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Ninth Supplemental Indenture – 2024 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

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

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature page to the Ninth Supplemental Indenture – 2024 Notes]

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

TENTH SUPPLEMENTAL INDENTURE

Dated as of May 8, 2018
to
Indenture
Dated as of June 4, 2014
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

6.500% Senior Subordinated Notes due 2024
of TransDigm Inc.

This **TENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 8, 2018, is entered into by and among TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Guaranteeing Subsidiary**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta**”).

LLC”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”) and Kirkhill, Inc., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, and the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2024 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Guaranteeing Subsidiary is a Foreign Restricted Subsidiary, as that term is defined in the Indenture;

WHEREAS, the Company desires to cause the Guaranteeing Subsidiary to provide a senior subordinated guarantee of payment of the Notes (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 Subsidiary have been done; and

WHEREAS, pursuant to Sections 9.01(d) and (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 Guaranteeing Subsidiary and the Company 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. **AMENDMENT.** The definition of “Guarantee” in Section 1.01 of the Indenture is hereby amended and restated in its entirety, as follows:

“‘*Guarantee*’ means (i) the guarantee of the Notes by Holdings and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of this Indenture, (ii) the guarantee of the Notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof and (iii) any guarantee by a Foreign Restricted Subsidiary that is provided at the sole discretion of the Company.”
3. **GUARANTEE, ETC.** The Guaranteeing Subsidiary 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.

4. **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.
5. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiary 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.
6. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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.
7. **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 GUARANTEE 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.
8. **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.
9. **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.
10. **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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member

[Signature page to the Tenth Supplemental Indenture – 2024 Notes]

KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC
By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Tenth Supplemental Indenture – 2024 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

[Signature page to the Tenth Supplemental Indenture – 2024 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Tenth Supplemental Indenture – 2024 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018

to

Indenture

Dated as of June 4, 2014

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

6.500% Senior Subordinated Notes due 2024

of TransDigm Inc.

This **ELEVENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited

liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), and TransDigm UK Holdings plc, a United Kingdom public limited company (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills, North Hills Overseas and Kirkhill, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, and the Tenth Supplemental Indenture thereto, dated as of May 8, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2024 (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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRBORNE ACQUISITION, INC.

AIRBORNE GLOBAL, INC.

AIRBORNE HOLDINGS, INC.

AIRBORNE SYSTEMS NA INC.

AIRBORNE SYSTEMS NORTH AMERICA INC.

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

ARKWIN INDUSTRIES, INC.

AVIATION TECHNOLOGIES, INC.

AVIONICS SPECIALTIES, INC.

AVTECHTYEE, INC.

BETA TRANSFORMER TECHNOLOGY CORPORATION

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, as its sole member

BRIDPORT HOLDINGS, INC.

[Signature page to the Eleventh Supplemental Indenture – 2024 Notes]

BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC
By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

[Signature page to the Eleventh Supplemental Indenture – 2024 Notes]

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Eleventh Supplemental Indenture – 2024 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Eleventh Supplemental Indenture – 2024 Notes]

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

EIGHTH SUPPLEMENTAL INDENTURE

Dated as of March 30, 2018
to
Indenture
Dated as of May 14, 2015
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

6.500% Senior Subordinated Notes due 2025
of TransDigm Inc.

This **EIGHTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 30, 2018, is entered into by and among Kirkhill Inc., a Delaware corporation (the “**Guaranteeing Subsidiary**”), 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**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation

(“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”) and North Hills Signal Processing Overseas Corp., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight and North Hills the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 14, 2015 (as supplemented by the First Supplemental Indenture thereto, dated as of June 12, 2015, the Second Supplemental Indenture thereto, dated as of August 28, 2015, the Third Supplemental Indenture thereto, dated as of April 1, 2016, the Fourth Supplemental Indenture thereto, dated as of July 8, 2016, the Fifth Supplemental Indenture thereto, dated as of October 28, 2016, as further supplemented by the Officers' Certificate, dated as of March 1, 2017, the Sixth Supplemental Indenture, dated as of March 31, 2017, and the Seventh Supplemental Indenture, dated as of May 9, 2017, the "**Indenture**"), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2025 (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 Subsidiary 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 Guaranteeing Subsidiary covenants and agrees 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.** The Guaranteeing Subsidiary 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.** The Guaranteeing Subsidiary 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 the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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 GUARANTEE 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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC

[Signature page to the Eighth Supplemental Indenture – 2025 Notes]

By: Young & Franklin Inc., as its sole member
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Eighth Supplemental Indenture – 2025 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

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

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature page to the Eighth Supplemental Indenture – 2025 Notes]

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

NINTH SUPPLEMENTAL INDENTURE

Dated as of May 8, 2018
to
Indenture
Dated as of May 14, 2015
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

6.500% Senior Subordinated Notes due 2025
of TransDigm Inc.

This **NINTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 8, 2018, is entered into by and among TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Guaranteeing Subsidiary**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta**”).

LLC”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”) and Kirkhill, Inc., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 14, 2015 (as supplemented by the First Supplemental Indenture thereto, dated as of June 12, 2015, the Second Supplemental Indenture thereto, dated as of August 28, 2015, the Third Supplemental Indenture thereto, dated as of April 1, 2016, the Fourth Supplemental Indenture thereto, dated as of July 8, 2016, the Fifth Supplemental Indenture thereto, dated as of October 28, 2016, as further supplemented by the Officers' Certificate, dated as of March 1, 2017, the Sixth Supplemental Indenture thereto, dated as of March 31, 2017, the Seventh Supplemental Indenture thereto, dated as of May 9, 2017, and the Eighth Supplemental Indenture thereto, dated as of March 30, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2025 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Guaranteeing Subsidiary is a Foreign Restricted Subsidiary, as that term is defined in the Indenture;

WHEREAS, the Company desires to cause the Guaranteeing Subsidiary to provide a senior subordinated guarantee of payment of the Notes (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 Subsidiary have been done; and

WHEREAS, pursuant to Sections 9.01(d) and (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 Guaranteeing Subsidiary and the Company 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. **AMENDMENT.** The definition of "Guarantee" in Section 1.01 of the Indenture is hereby amended and restated in its entirety, as follows:

"**Guarantee**" means (i) the guarantee of the Notes by Holdings and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of this Indenture, (ii) the guarantee of the Notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof and (iii) any guarantee by a Foreign Restricted Subsidiary that is provided at the sole discretion of the Company."

3. **GUARANTEE, ETC.** The Guaranteeing Subsidiary 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.
4. **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.
5. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiary 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.
6. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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.
7. **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 GUARANTEE 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.
8. **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.
9. **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.
10. **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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member

[Signature page to the Ninth Supplemental Indenture – 2025 Notes]

KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC
By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Ninth Supplemental Indenture – 2025 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

[Signature page to the Ninth Supplemental Indenture – 2025 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Ninth Supplemental Indenture – 2025 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

TENTH SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018

to

Indenture

Dated as of May 14, 2015

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

6.500% Senior Subordinated Notes due 2025

of TransDigm Inc.

This **TENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited

liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), and TransDigm UK Holdings plc, a United Kingdom public limited company (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills, North Hills Overseas and Kirkhill, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 14, 2015 (as supplemented by the First Supplemental Indenture thereto, dated as of June 12, 2015, the Second Supplemental Indenture thereto, dated as of August 28, 2015, the Third Supplemental Indenture thereto, dated as of April 1, 2016, the Fourth Supplemental Indenture thereto, dated as of July 8, 2016, the Fifth Supplemental Indenture thereto, dated as of October 28, 2016, as further supplemented by the Officers' Certificate, dated as of March 1, 2017, the Sixth Supplemental Indenture thereto, dated as of March 31, 2017, the Seventh Supplemental Indenture thereto, dated as of May 9, 2017, the Eighth Supplemental Indenture thereto, dated as of March 30, 2018, and the Ninth Supplemental Indenture thereto, dated as of May 8, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2025 (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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRBORNE ACQUISITION, INC.

AIRBORNE GLOBAL, INC.

AIRBORNE HOLDINGS, INC.

AIRBORNE SYSTEMS NA INC.

AIRBORNE SYSTEMS NORTH AMERICA INC.

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

ARKWIN INDUSTRIES, INC.

AVIATION TECHNOLOGIES, INC.

AVIONICS SPECIALTIES, INC.

AVTECHTYEE, INC.

BETA TRANSFORMER TECHNOLOGY CORPORATION

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, as its sole member

BRIDPORT HOLDINGS, INC.

[Signature page to the Tenth Supplemental Indenture – 2025 Notes]

BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC
By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

[Signature page to the Tenth Supplemental Indenture – 2025 Notes]

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Tenth Supplemental Indenture – 2025 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Tenth Supplemental Indenture – 2025 Notes]

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

FIFTH SUPPLEMENTAL INDENTURE

Dated as of March 30, 2018
to
Indenture
Dated as of June 9, 2016
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

6.375% Senior Subordinated Notes due 2026
of TransDigm Inc.

This **FIFTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 30, 2018, is entered into by and among Kirkhill Inc., a Delaware corporation (the “**Guaranteeing Subsidiary**”), 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**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation

(“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”) and North Hills Signal Processing Overseas Corp., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight and North Hills the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 9, 2016 (as supplemented by the First Supplemental Indenture thereto, dated as of July 8, 2016, the Second Supplemental Indenture thereto, dated as of October 28, 2016, the Third Supplemental Indenture thereto, dated as of March 31, 2017, and the Fourth Supplemental Indenture thereto, dated as of May 9, 2017, the “**Indenture**”), providing for the issuance by the Company of 6.375% Senior Subordinated Notes due 2026 (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 Subsidiary 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 Guaranteeing Subsidiary covenants and agrees 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.** The Guaranteeing Subsidiary 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.** The Guaranteeing Subsidiary 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 the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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 GUARANTEE 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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC

[Signature page to the Fifth Supplemental Indenture – 2026 Notes]

By: Young & Franklin Inc., as its sole member
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

[Signature page to the Fifth Supplemental Indenture – 2026 Notes]

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

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

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature page to the Fifth Supplemental Indenture – 2026 Notes]

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

SIXTH SUPPLEMENTAL INDENTURE

Dated as of May 8, 2018

to

Indenture

Dated as of June 9, 2016

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**

**6.375% Senior Subordinated Notes due 2026
of TransDigm Inc.**

This **SIXTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 8, 2018, is entered into by and among TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Guaranteeing Subsidiary**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta**”).

LLC”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”) and Kirkhill, Inc., a Delaware corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 9, 2016 (as supplemented by the First Supplemental Indenture thereto, dated as of July 8, 2016, the Second Supplemental Indenture thereto, dated as of October 28, 2016, the Third Supplemental Indenture thereto, dated as of March 31, 2017, the Fourth Supplemental Indenture thereto, dated as of May 9, 2017, and the Fifth Supplemental Indenture thereto, dated as of March 30, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.375% Senior Subordinated Notes due 2026 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Guaranteeing Subsidiary is a Foreign Restricted Subsidiary, as that term is defined in the Indenture;

WHEREAS, the Company desires to cause the Guaranteeing Subsidiary to provide a senior subordinated guarantee of payment of the Notes (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 Subsidiary have been done; and

WHEREAS, pursuant to Sections 9.01(d) and (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 Guaranteeing Subsidiary and the Company 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. **AMENDMENT.** The definition of “Guarantee” in Section 1.01 of the Indenture is hereby amended and restated in its entirety, as follows:
“‘*Guarantee*’ means (i) the guarantee of the Notes by Holdings and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of this Indenture, (ii) the guarantee of the Notes by any Restricted Subsidiary required under the terms of Section 4.17 hereof and (iii) any guarantee by a Foreign Restricted Subsidiary that is provided at the sole discretion of the Company.”
3. **GUARANTEE, ETC.** The Guaranteeing Subsidiary 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.
4. **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.

5. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiary 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.
6. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary (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 Guaranteeing Subsidiary 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.
7. **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 GUARANTEE 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.
8. **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.
9. **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.
10. **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 Guaranteeing Subsidiary, the Existing Guarantors and the Company.

[Signature page follows.]

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

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member

[Signature page to the Sixth Supplemental Indenture – 2026 Notes]

KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

[Signature page to the Sixth Supplemental Indenture – 2026 Notes]

Name: Jonathan D. Crandall
Title: Chairman of the Board and President

[Signature page to the Sixth Supplemental Indenture – 2026 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Sixth Supplemental Indenture – 2026 Notes]

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

SEVENTH SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018
to
Indenture
Dated as of June 9, 2016
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

6.375% Senior Subordinated Notes due 2026
of TransDigm Inc.

This **SEVENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited

liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), and TransDigm UK Holdings plc, a United Kingdom public limited company (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills, North Hills Overseas and Kirkhill, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 9, 2016 (as supplemented by the First Supplemental Indenture thereto, dated as of July 8, 2016, the Second Supplemental Indenture thereto, dated as of October 28, 2016, the Third Supplemental Indenture thereto, dated as of March 31, 2017, the Fourth Supplemental Indenture thereto, dated as of May 9, 2017, the Fifth Supplemental Indenture thereto, dated March 30, 2018, and the Sixth Supplemental Indenture thereto, dated as of May 8, 2018, the “**Indenture**”), providing for the issuance by the Company of 6.375% Senior Subordinated Notes due 2026 (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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRBORNE ACQUISITION, INC.

AIRBORNE GLOBAL, INC.

AIRBORNE HOLDINGS, INC.

AIRBORNE SYSTEMS NA INC.

AIRBORNE SYSTEMS NORTH AMERICA INC.

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.

AMSAFE GLOBAL HOLDINGS, INC.

AMSAFE, INC.

ARKWIN INDUSTRIES, INC.

AVIATION TECHNOLOGIES, INC.

AVIONICS SPECIALTIES, INC.

AVTECHTYEE, INC.

BETA TRANSFORMER TECHNOLOGY CORPORATION

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, as its sole member

BRIDPORT HOLDINGS, INC.

[Signature page to the Seventh Supplemental Indenture – 2026 Notes]

BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TACTAIR FLUID CONTROLS, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

[Signature page to the Seventh Supplemental Indenture – 2026 Notes]

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Seventh Supplemental Indenture – 2026 Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the Seventh Supplemental Indenture – 2026 Notes]

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

FIRST SUPPLEMENTAL INDENTURE

Dated as of May 22, 2018

to

Indenture

Dated as of May 8, 2018

by and among

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

**6.875% Senior Subordinated Notes due 2026
of TransDigm UK Holdings plc**

This **FIRST SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of May 22, 2018, is entered into by and among Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), and TEAC Aerospace Technologies, Inc., a Delaware corporation (collectively with Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology and TEAC Holdings, the “**Guaranteeing Subsidiaries**”), TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Issuer**”), 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 (“**ATT**”), AvtechTyee, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), 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 US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HARCO LLC (formerly Harco Laboratories, Incorporated), a Connecticut limited liability company (“**HARCO**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a

Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDraulics, Inc., a California corporation (“**PneuDraulics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), Interiors In Flight LLC, a Delaware limited liability company (“**Interiors In Flight**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), and Kirkhill, Inc., a Delaware corporation (collectively with the Company, TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HARCO, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, Interiors In Flight, North Hills and North Hills Overseas, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Issuer and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 8, 2018 (the “**Indenture**”), providing for the issuance by the Issuer of 6.875% Senior Subordinated Notes due 2026 (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 Issuer, 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, each of the Guaranteeing Subsidiaries covenants and agrees 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 Guaranteeing 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 Guaranteeing 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 Guaranteeing Subsidiaries (or any successor entity) (other than the Issuer or the Existing Guarantors), as such, shall have any liability for any obligations of the Issuer, the Company, TD Group, the Guaranteeing 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 GUARANTEE 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 Guaranteeing Subsidiaries, the Existing Guarantors and the Issuer.

[Signature page follows.]

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

EXTANT COMPONENTS GROUP HOLDINGS, INC.

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, as its sole member

By: Extant Components Group Intermediate, Inc., as its sole member

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., as its sole member

TEAC AEROSPACE HOLDINGS, INC.

TEAC AEROSPACE TECHNOLOGIES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

TRANSDIGM INC.

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ James L. Skulina

Name: James L. Skulina

Title Executive Vice President and Interim Chief Financial Officer

[Signature page to the First Supplemental Indenture – TD UK Notes]

ACME AEROSPACE, INC.
 ADAMS RITE AEROSPACE, INC.
 AEROCONTROLEX GROUP, INC.
 AIRBORNE ACQUISITION, INC.
 AIRBORNE GLOBAL, INC.
 AIRBORNE HOLDINGS, INC.
 AIRBORNE SYSTEMS NA INC.
 AIRBORNE SYSTEMS NORTH AMERICA INC.
 AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
 AMSAFE GLOBAL HOLDINGS, INC.
 AMSAFE, INC.
 ARKWIN INDUSTRIES, INC.
 AVIATION TECHNOLOGIES, INC.
 AVIONICS SPECIALTIES, INC.
 AVTECHTYEE, INC.
 BETA TRANSFORMER TECHNOLOGY CORPORATION
 BETA TRANSFORMER TECHNOLOGY LLC
 By: Beta Transformer Technology Corporation, as its sole member
 BRIDPORT HOLDINGS, INC.
 BRIDPORT-AIR CARRIER, INC.
 BRUCE AEROSPACE INC.
 DATA DEVICE CORPORATION
 DUKES AEROSPACE, INC.
 ELECTROMECH TECHNOLOGIES LLC
 By: McKechnie Aerospace US LLC, as its sole member
 By: McKechnie Aerospace DE, Inc., as its sole member
 HARTWELL CORPORATION
 ILC HOLDINGS, INC.
 JOHNSON LIVERPOOL LLC
 By: Young & Franklin Inc., as its sole member
 KIRKHILL INC.
 MARATHONNORCO AEROSPACE, INC.
 MCKECHNIE AEROSPACE DE, INC.
 MCKECHNIE AEROSPACE HOLDINGS, INC.
 MCKECHNIE AEROSPACE US LLC
 By: McKechnie Aerospace DE, Inc., as its sole member
 NORTH HILLS SIGNAL PROCESSING CORP.
 NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
 PEXCO AEROSPACE, INC.
 PNEUDRAULICS, INC.
 SEMCO INSTRUMENTS, INC.
 SHIELD RESTRAINT SYSTEMS, INC.
 SKURKA AEROSPACE INC.
 TACTAIR FLUID CONTROLS, INC.
 TEXAS ROTRONICS, INC.
 TRANSICOIL LLC
 By: Aviation Technologies, Inc., as its sole member
 YOUNG & FRANKLIN INC.

 By: /s/ Jonathan D. Crandall
 Name: Jonathan D. Crandall
 Title: Treasurer

[Signature page to the First Supplemental Indenture – TD UK Notes]

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCO LLC
INTERIORS IN FLIGHT LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC
By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Executive Vice President and Interim Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ James L. Skulina
Name: James L. Skulina
Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Chairman of the Board and President

[Signature page to the First Supplemental Indenture – TD UK Notes]

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

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature page to the First Supplemental Indenture – TD UK Notes]

EXECUTION VERSION

**TENTH AMENDMENT TO THE
RECEIVABLES PURCHASE AGREEMENT**

This TENTH AMENDMENT TO THE RECEIVABLES PURCHASE AGREEMENT (this “Amendment”), dated as of July 31, 2018, is entered into by and among the following parties:

- (i) TRANSDIGM RECEIVABLES LLC, a Delaware limited liability company, as Seller;
- (ii) TRANSDIGM, INC., a Delaware corporation, as Servicer;
- (iii) PNC BANK, NATIONAL ASSOCIATION, as a Committed Purchaser, as Purchaser Agent for its Purchaser Group and as Administrator (“PNC”);
- (iv) ATLANTIC ASSET SECURITIZATION LLC (“Atlantic”), as a Conduit Purchaser;
- (v) CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“CACIB”), as a Committed Purchaser and as Purchaser Agent for its and Atlantic’s Purchaser Group; and
- (vi) FIFTH THIRD BANK (“Fifth Third”), as a Committed Purchaser and as Purchaser Agent for its Purchaser Group.

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Purchase Agreement described below.

BACKGROUND

A. The parties hereto and PNC Capital Markets LLC, as structuring agent, have entered into a Receivables Purchase Agreement, dated as of October 21, 2013 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Receivables Purchase Agreement”).

B. Concurrently herewith, the parties hereto are entering into that certain Amended and Restated Fee Letter in connection herewith (the “Amended Fee Letter”).

C. The parties hereto desire to amend the Receivables Purchase Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Non Ratable Loan. Notwithstanding the requirements set forth in Sections 1.1 and 1.2, the Seller hereby requests on a one-time basis that in connection with this Amendment, each Purchaser and each Purchaser Agent, as applicable, makes a non-ratable purchase on the date hereof in the applicable amount set forth on Exhibit B hereto. For administrative convenience, the

Seller hereby requests that each Purchaser and each Purchaser Agent, as applicable, fund the purchase requested hereto to the applicable account(s) set forth on Exhibit B hereto.

SECTION 2. Amendments to the Receivables Purchase Agreement. The Receivables Purchase Agreement is hereby amended to incorporate the changes shown on the marked pages of the Receivables Purchase Agreement attached hereto as Exhibit A.

SECTION 3. Representations and Warranties of the Seller and Servicer. Each of the Seller and the Servicer hereby represents and warrants, as to itself, to the Administrator, each Purchaser and each Purchaser Agent, as follows:

(a) *Representations and Warranties*. Immediately after giving effect to this Amendment, the representations and warranties made by such Person in the Transaction Documents to which it is a party are true and correct as of the date hereof (unless stated to relate solely to an earlier date, in which case such representations or warranties were true and correct as of such earlier date).

(b) *Enforceability*. This Amendment and each other Transaction Document to which it is a party, as amended hereby, constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether enforceability is considered in a proceeding in equity or at law.

(c) *No Termination Event*. No event has occurred and is continuing, or would result from the transactions contemplated hereby, that constitutes a Purchase and Sale Termination Event, an Unmatured Purchase and Sale Termination Event, a Termination Event or an Unmatured Termination Event.

SECTION 4. Effect of Amendment. All provisions of the Receivables Purchase Agreement and the other Transaction Documents, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Receivables Purchase Agreement (or in any other Transaction Document) to "this Receivables Purchase Agreement", "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Purchase Agreement shall be deemed to be references to the Receivables Purchase Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Purchase Agreement other than as set forth herein.

SECTION 5. Effectiveness. This Amendment shall become effective as of the date hereof upon the satisfaction of the following conditions precedent:

- (a) The Administrator shall have received counterparts of this Amendment, duly executed by each of the parties hereto.
- (b) The Administrator shall have received counterparts of the Amended Fee Letter duly executed by each of the parties thereto.

(c) The Administrator shall have received confirmation that the “Closing Fees” set forth in the Amended Fee Letter have been paid in accordance with the terms thereof.

(d) The Administrator shall have received a favorable opinion, addressed to the Administrator, each Purchaser and each Purchaser Agent, in form and substance satisfactory to the Administrator and each Purchaser Agent, covering such matters as the Administrator or any Purchaser Agent may reasonably request, including, without limitation, enforceability and “no conflicts” matters.

(e) The Administrator shall have received such other agreements, documents, certificates, instruments and opinions as the Administrative Agent may reasonably request prior to the date hereof.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 8. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Purchase Agreement or any provision hereof or thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized officers as of the date first above written.

TRANSDIGM RECEIVABLES LLC,
as Seller

By: /s/ Halle F. Terrion
Name: Halle F. Terrion
Title: Secretary

TRANSDIGM, INC.,
as Initial Servicer

By: /s/ Halle F. Terrion
Name: Halle F. Terrion
Title: Secretary

PNC BANK, NATIONAL ASSOCIATION,
as a Committed Purchaser, as a Purchaser Agent and as Administrator

By: /s/ Michael Brown
Name: Michael Brown
Title: Senior Vice President

729328094 13429494 S-2 Tenth Amendment to the
Receivables Purchase Agreement

ATLANTIC ASSET SECURITIZATION LLC,
as a Conduit Purchaser

By: /s/ Sam Pilcer
Name: Sam Pilcer
Title: Managing Director

By: /s/ Kostantina Kourmpetis
Name: Kostantina Kourmpetis
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Committed Purchaser and as Purchaser Agent for its and Atlantic Asset
Securitization LLC's Purchaser Group

By: /s/ Sam Pilcer

Name: Sam Pilcer

Title: Managing Director

By: /s/ Kostantina Kourmpetis

Name: Kostantina Kourmpetis

Title: Managing Director

FIFTH THIRD BANK,
as a Committed Purchaser and as Purchaser Agent for its Purchaser Group

By: /s/ Patrick Berning
Name: Patrick Berning
Title: Principal

729328094 13429494 S-5 *Tenth Amendment to the
Receivables Purchase Agreement*

Exhibit A

[See Attached]

729328094 13429494 **Exhibit A** *Tenth Amendment to the
Receivables Purchase Agreement*

Exhibit B

Funds Flow Memorandum

[See Attached]

729328094 13429494 **Exhibit B** *Tenth Amendment to the
Receivables Purchase Agreement*

CERTIFICATION

I, Kevin Stein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TransDigm Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Kevin Stein

Name: Kevin Stein

Title: President and Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION

I, Michael Lisman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TransDigm Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's third fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Michael Lisman

Name: Michael Lisman

Title: Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of TransDigm Group Incorporated (the “Company”) for the period ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Kevin Stein, President and Chief Executive Officer (Principal Executive Officer), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Report fairly presents in all material respects, the financial condition of the Company as of the dates indicated and results of operations of the Company for the periods indicated.

Date: August 8, 2018

/s/ Kevin Stein

Name: Kevin Stein

Title: President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of TransDigm Group Incorporated (the “Company”) for the period ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael Lisman, Chief Financial Officer (Principal Financial Officer) certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
2. The information contained in the Report fairly presents in all material respects, the financial condition of the Company as of the dates indicated and results of operations of the Company for the periods indicated.

Date: August 8, 2018

/s/ Michael Lisman

Name: Michael Lisman

Title: Chief Financial Officer
(Principal Financial Officer)