

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

SCHEDULE TO

**Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934**

Breeze-Eastern Corporation

(Name of Subject Company)

Hook Acquisition Sub Inc.
(Offeror)

TransDigm Group Incorporated
(Parent of Offeror)
(Names of Filing Persons)

COMMON STOCK, \$0.01 PAR VALUE PER SHARE
(Title of Class of Securities)

106764103
(Cusip Number of Class of Securities)

Halle Fine Terrion
General Counsel and Chief Compliance Officer
TransDigm Group Incorporated
1301 East 9th Street, Suite 3000
Cleveland, Ohio 44114
(216) 706-2960

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

John M. Gherlein
John J. Harrington
Baker & Hostetler LLP
1900 East 9th Street, Suite 3200
Cleveland, Ohio 44114
(216) 621-0200

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$205,875,151	\$20,732

* Estimated for purposes of calculating the filing fee only. This amount is determined by (i) multiplying 9,914,242 shares of Breeze-Eastern common stock outstanding as of November 18, 2015 times \$19.61 per share, which is the offer price and (ii) multiplying 1,165,500 shares of Breeze-Eastern common stock underlying stock options outstanding as of November 18, 2015 times \$9.83, which represents the difference between the weighted average exercise price of the stock options and the offer price.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, by multiplying the transaction value by 0.0001007.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	N/A	Filing Party:	N/A
Form or Registration No.:	N/A	Date Filed:	N/A

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

third-party tender offer subject to Rule 14d-1.

- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
 - Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
-
-

This Tender Offer Statement on Schedule TO (this “Schedule TO”) is filed by TransDigm Group Incorporated, a Delaware corporation (“TransDigm”), and Hook Acquisition Sub Inc., a Delaware corporation and an indirect wholly owned subsidiary of TransDigm (“Purchaser”). This Schedule TO relates to the offer by Purchaser to purchase each of the outstanding shares of common stock, par value \$0.01 per share (the “Shares”), of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), for \$19.61 per Share in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 3, 2015 (the “Offer to Purchase”), and the related Letter of Transmittal, copies of which are set forth as Exhibits (a)(1)(A) and (a)(1)(B) hereto, respectively.

Item 1. Summary Term Sheet

The information set forth in the section of the Offer to Purchase titled “Summary Term Sheet” is incorporated herein by reference.

Item 2. Subject Company Information

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Breeze-Eastern Corporation, a Delaware corporation. Breeze-Eastern’s principal executive offices are located at 35 Melanie Lane, Whippany, New Jersey 07981. Breeze-Eastern’s telephone number at that address is (973) 602-1001.

(b) This Schedule TO relates to all of the outstanding Shares. Breeze-Eastern has advised TransDigm and Purchaser that, as of December 2, 2015, the most recent practicable date, there were an aggregate of (i) 9,916,242 Shares issued and outstanding and (ii) 1,163,500 Shares reserved for issuance upon exercise of outstanding options.

(c) The information set forth in Section 6 — “Price Range of Shares” of the Offer to Purchase is incorporated herein by reference.

Item 3. Identity and Background of Filing Persons

This Schedule TO is filed by TransDigm and Purchaser. The information set forth in Section 9 — “Certain Information Concerning TransDigm and Purchaser” in the Offer to Purchase and in Schedule I of the Offer to Purchase is incorporated herein by reference.

Item 4. Terms of the Transaction

The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 5. Past Contacts, Transactions, Negotiations and Agreements

The information set forth in the sections of the Offer to Purchase titled “Summary Term Sheet” and “Introduction,” and Section 9 — “Certain Information Concerning TransDigm and Purchaser,” Section 11 — “Background of the Offer; Past Contacts or Negotiations with Breeze-Eastern” and Section 12 — “The Merger Agreement; Other Agreements” of the Offer to Purchase is incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals

The information set forth in the sections of the Offer to Purchase titled “Summary Term Sheet” and “Introduction,” and Section 7 — “Certain Effects of the Offer,” Section 12 — “The Merger Agreement; Other Agreements” and Section 13 — “Purpose of the Offer and Plans for Breeze-Eastern; No Stockholder Approval; Appraisal Rights” of the Offer to Purchase is incorporated herein by reference.

Item 7. Source and Amount of Funds or other Consideration

The information set forth in Section 10 — “Source and Amount of Funds” of the Offer to Purchase is incorporated herein by reference.

Item 8. Interests in Securities of the Subject Company

The information set forth in Section 9 — “Certain Information Concerning TransDigm and Purchaser” and Section 12 — “The Merger Agreement; Other Agreements” of the Offer to Purchase is incorporated herein by reference.

Item 9. Persons/Assets Retained, Employed, Compensated or Used

The information set forth in the section of the Offer to Purchase titled “Introduction” and Section 17 — “Fees and Expenses” of the Offer to Purchase is incorporated herein by reference.

Item 10. Financial Statements

Not applicable.

Item 11. Additional Information

(a)(1) Except as disclosed in Items 1 through 10 above, there are no present or proposed material agreements, arrangements, understandings or relationships between (i) TransDigm, Purchaser, or any of their respective executive officers, directors, controlling persons or subsidiaries and (ii) Breeze-Eastern or any of its executive officers, directors, controlling persons or subsidiaries.

(a)(2)-(5) The information set forth in the section of the Offer to Purchase titled “Summary Term Sheet,” and Section 1 — “Terms of the Offer,” Section 7 — “Certain Effects of the Offer,” Section 12 — “The Merger Agreement; Other Agreements,” Section 15 — “Certain Conditions of the Offer” and Section 16 — “Certain Legal Matters; Regulatory Approvals” of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase and the Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1)(A) and (a)(1)(B), respectively, to the extent not otherwise incorporated herein by reference, is incorporated herein by reference.

Item 12. Exhibits

<u>Exhibit Number.</u>	<u>Description of Exhibit</u>
(a)(1)(A)	Offer to Purchase, dated December 3, 2015.*
(a)(1)(B)	Form of Letter of Transmittal.*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Summary Newspaper Advertisement as published in The Wall Street Journal on December 3, 2015.*
(a)(5)(A)	Joint press release issued by Breeze-Eastern and TransDigm, dated November 19, 2015 (incorporated herein by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Breeze-Eastern on November 19, 2015, File No. 001-07872).
(d)(1)	Agreement and Plan of Merger, dated as of November 18, 2015, by and among TransDigm, Purchaser and Breeze-Eastern (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Breeze-Eastern on November 19, 2015, File No. 001-07872) (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to the Agreement and Plan of Merger have been omitted and the Company has agreed to furnish supplementally a copy of any such omitted schedule or exhibit to the SEC upon request.).
(d)(2)	Tender and Support Agreement, dated as of November 18, 2015, by and among TransDigm Group Incorporated, Hook Acquisition Sub Inc., Tincum Capital Partners II, L.P. and Tincum Capital Partners II Parallel Fund, L.P. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Breeze-Eastern on November 19, 2015).
(d)(3)	Tender and Support Agreement, dated as of November 18, 2015, by and among TransDigm Group Incorporated, Hook Acquisition Sub Inc., Wynnefield Partners Small Cap Value, L.P., Wynnefield Small Cap Value Offshore Fund, Ltd. and Wynnefield Partners Small Cap Value, L.P. I. (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Breeze-Eastern on November 19, 2015).
(d)(4)	Non-Disclosure Agreement, dated August 29, 2015, between Breeze-Eastern and TransDigm.*
(g)	Not applicable.
(h)	Not applicable.

* Filed herewith

Item 13. Information Required by Schedule 13E-3

Not applicable.

SIGNATURE

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

Dated: December 3, 2015

HOOK ACQUISITION SUB INC.

By: /s/ Terrance Paradie

Name: Terrance Paradie

Title: President

TRANSDIGM GROUP INCORPORATED

By: /s/ Terrance Paradie

Name: Terrance Paradie

Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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(g)	Not applicable.
(h)	Not applicable.

* Filed herewith

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
BREEZE-EASTERN CORPORATION
at
\$19.61 NET PER SHARE
by
HOOK ACQUISITION SUB INC.
an indirect wholly owned subsidiary of
TRANSDIGM GROUP INCORPORATED

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS
THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

The Offer (as defined below) is being made pursuant to the Agreement and Plan of Merger, dated as of November 18, 2015 (the “Merger Agreement”), by and among TransDigm Group Incorporated, a Delaware corporation (“TransDigm”), Hook Acquisition Sub Inc., a Delaware corporation and an indirect wholly owned subsidiary of TransDigm (“Purchaser”), and Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”). Purchaser is offering to purchase (the “Offer”) all outstanding shares of common stock of Breeze-Eastern, par value \$0.01 per share (the “Shares”), at a price of \$19.61 per Share, net to the seller in cash, without interest and less any applicable withholding taxes (the “Offer Price”), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the letter of transmittal that accompanies this Offer to Purchase (the “Letter of Transmittal”).

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Tender Condition (as defined below). The Offer is not subject to any financing condition. The term “Minimum Tender Condition” is defined in Section 15—“Certain Conditions of the Offer” and generally requires that the number of Shares that have been validly tendered and not properly withdrawn prior to the expiration of the Offer, together with the Shares then owned by TransDigm and its subsidiaries (including Purchaser), represents at least a majority of the then outstanding Shares on a fully diluted basis. The Offer is also subject to other important conditions set forth in this Offer to Purchase, as described in Section 15—“Certain Conditions of the Offer.”

The Board of Directors of Breeze-Eastern (the “Breeze-Eastern Board”) unanimously (i) determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger (the “Transactions”), are advisable and fair to, and in the best interests of, Breeze-Eastern and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, and (iii) recommended that Breeze-Eastern’s stockholders accept the Offer and tender their Shares to Purchaser in the Offer.

A description of the reasons for the Breeze-Eastern Board’s approval of the Offer and the Merger is set forth in Breeze-Eastern’s Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to Breeze-Eastern’s stockholders together with this Offer to Purchase. **Breeze-Eastern’s stockholders are encouraged to review carefully the Schedule 14D-9, together with this Offer to Purchase.**

IMPORTANT

Any stockholder of Breeze-Eastern wishing to tender all or a portion of that stockholder’s Shares in the Offer must (i) complete and sign the Letter of Transmittal in accordance with the instructions in the Letter of Transmittal and mail or deliver the Letter of Transmittal and all other required documents (as described in Section 3—“Procedures for Accepting the Offer and Tendering Shares”) to the Depository (as defined below) together with certificates representing the Shares tendered, (ii) follow the procedure for book-entry transfer described in Section 3—“Procedures for Accepting the Offer and Tendering Shares” or (iii) request that stockholder’s broker, dealer, commercial bank, trust company or other nominee to effect the transaction for that stockholder. A stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact that person if that stockholder wishes to tender his, her or its Shares.

Questions and requests for assistance may be directed to the Information Agent (as defined below) at the address and telephone number set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal and other related materials may also be obtained from the Information Agent at Purchaser’s expense. A stockholder may also contact his, her or its broker, dealer, commercial bank, trust company or other nominee for copies of these documents.

The date of this Offer to Purchase is December 3, 2015

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SUMMARY TERM SHEET

Below are some of the questions that you as a holder of shares of common stock, par value \$0.01 per share (the “Shares”), of Breeze-Eastern Corporation (“Breeze-Eastern”) may have regarding the Offer and answers to those questions. The answers to these questions do not contain all of the information that may be relevant to your decision whether to tender your Shares. TransDigm Group Incorporated (“TransDigm”) and Hook Acquisition Sub Inc. (“Purchaser” and together with TransDigm, “we,” “us” or “our”) urge you to read carefully the remainder of this Offer to Purchase and the accompanying Letter of Transmittal.

Who is offering to buy my Shares?

The Offer is being made by Purchaser, an indirect wholly owned subsidiary of TransDigm. TransDigm, through its wholly-owned subsidiaries, is a leading global designer, producer and supplier of highly engineered aircraft components for use on nearly all commercial and military aircraft in service today. Major product offerings, substantially all of which are ultimately provided to end-users in the aerospace industry, include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, NiCad batteries and chargers, engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, cockpit security components and systems, specialized cockpit displays, aircraft audio systems, specialized lavatory components, seatbelts and safety restraints, engineered interior surfaces and related components, lighting and control technology, military personnel parachutes and cargo loading, handling and delivery systems.

How much is Purchaser offering to pay? What is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay \$19.61 per Share, net to you in cash, without interest and less any applicable withholding taxes (the “Offer Price”), upon the terms and subject to the conditions set forth in this Offer to Purchase, the related Letter of Transmittal and the Merger Agreement. If you are the record owner of your Shares and you tender your Shares to us in the Offer directly, you will not have to pay any brokerage fees, commissions or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and that person tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. See the “Introduction” section of this Offer to Purchase.

Why is Purchaser making this Offer?

The purpose of the Offer is for TransDigm to acquire control of Breeze-Eastern and ultimately all of the outstanding Shares of Breeze-Eastern. The Offer, as the first step in the acquisition of Breeze-Eastern, is intended to facilitate the acquisition of Breeze-Eastern as promptly as practicable. If the Offer is completed, in accordance with the terms and subject to the conditions set forth in the Merger Agreement, TransDigm expects to complete the merger of Purchaser with and into Breeze-Eastern (the “Merger”) as soon as practicable pursuant to Section 251(h) of the Delaware General Corporation Law (the “DGCL”) without a vote of Breeze-Eastern’s stockholders. The purpose of the Merger is to acquire all of the issued and outstanding Shares not tendered pursuant to the Offer. Pursuant to the Merger Agreement, each remaining issued and outstanding Share (other than Shares owned by TransDigm, Purchaser, Breeze-Eastern or any of their respective subsidiaries or held by Breeze-Eastern stockholders properly exercising their appraisal rights under Section 262 of the DGCL) will be converted into the right to receive an amount equal to the Offer Price. For more information, see Section 13—“Purpose of the Offer and Plans for Breeze-Eastern; No Stockholder Approval; Appraisal Rights.”

Does Purchaser have the financial resources to complete the Offer and the Merger?

Under the Merger Agreement, TransDigm must provide Purchaser with sufficient funds necessary for Purchaser to consummate the Offer and the Merger. TransDigm intends to provide Purchaser with the necessary funds from cash on hand. We estimate that the total amount of cash required to complete the transactions contemplated by the Offer and the Merger, including payment of any fees, expenses and other related amounts incurred in connection with the Offer and the Merger, will be approximately \$207.8 million. The Offer is not subject to any financing condition. See Section 10—“Source and Amount of Funds.”

Is TransDigm’s financial condition relevant to my decision to tender my Shares in the Offer?

No. We do not think TransDigm’s financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- the Offer is not subject to any financing condition;
- the Offer is for all outstanding Shares and is being made solely for cash;
- in light of TransDigm’s financial capacity in relation to the amount of consideration payable in the Offer as described above, we will have sufficient funds immediately available to purchase all Shares validly tendered in the Offer and not properly withdrawn; and
- if we consummate the Offer, we expect to acquire any remaining Shares not purchased in the Offer for the same cash price in the Merger.

See Section 10—“Source and Amount of Funds.”

What does the Breeze-Eastern Board think of the Offer?

The Board of Directors of Breeze-Eastern (the “Breeze-Eastern Board”) unanimously (i) determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger (the “Transactions”), are advisable and fair to, and in the best interests of, Breeze-Eastern and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, and (iii) recommended that Breeze-Eastern’s stockholders accept the Offer and tender their Shares to Purchaser in the Offer.

A description of the reasons for the Breeze-Eastern Board’s approval of the Offer and the Merger is set forth in Breeze-Eastern’s Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to Breeze-Eastern’s stockholders together with this Offer to Purchase. Breeze-Eastern’s stockholders are encouraged to review carefully the Schedule 14D-9, together with this Offer to Purchase. See the “Introduction” section of this Offer to Purchase.

Have any Breeze-Eastern stockholders agreed to tender their Shares?

Yes. We have entered into tender and support agreements (the “Support Agreements”) with certain stockholders of Breeze-Eastern affiliated with Tincicum Incorporated and Wynnefield Capital, Inc. (the “Supporting Stockholders”), pursuant to which the Supporting Stockholders have agreed to tender all Shares beneficially owned by them in the Offer and otherwise support the transactions contemplated by the Merger Agreement. As of November 18, 2015, the Supporting Stockholders beneficially owned, in the aggregate, 5,421,284 Shares (or approximately 54.7% of all outstanding Shares as of such date). The Support Agreements will terminate upon certain events, including (a) any termination of the Merger Agreement in accordance with its terms and (b) upon the Breeze-Eastern Board withdrawing or adversely modifying, in accordance with the terms of the Merger Agreement, its recommendation that Breeze-Eastern’s stockholders accept the Offer and tender

their Shares in the Offer. In such case, any Shares tendered by the Supporting Stockholders would be returned to the Supporting Stockholders. See the “Introduction” to this Offer to Purchase and Section 12—“The Merger Agreement; Other Agreements.”

What are the U.S. federal income tax consequences of having my Shares accepted for purchase in the Offer or receiving cash in exchange for my Shares in the Merger?

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. Accordingly, if you hold Shares as capital assets for U.S. federal income tax purposes and are a U.S. Holder (as defined in Section 5—“Material U.S. Federal Income Tax Consequences”), you will generally recognize a capital gain or loss on a sale of the Shares for cash pursuant to the Offer or an exchange of Shares for cash pursuant to the Merger, in an amount equal to the difference, if any, between the U.S. dollar amount you receive and your adjusted tax basis in the Shares. See Section 5—“Material U.S. Federal Income Tax Consequences.”

We urge you to consult your own tax advisors to determine the particular tax consequences to you of participating in the Offer in light of your particular circumstances (including the application and effect of any state, local or foreign income and other tax laws).

What are the conditions to the Offer?

The Offer is conditioned upon, among other things, the following:

- *Minimum Tender Condition*—Breeze-Eastern stockholders must validly tender and not properly withdraw prior to the expiration of the Offer (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been “received,” as such term is defined in Section 251(h) of the DGCL) that number of Shares that, together with the Shares then owned by TransDigm and its subsidiaries (including Purchaser), represents at least a majority of the then outstanding Shares on a fully diluted basis.
- *Additional Conditions*—The Offer is also subject to additional conditions, as described in Section 15— “Certain Conditions of the Offer.”

We may not waive the Minimum Tender Condition. However, we may waive any other condition in our sole discretion without Breeze-Eastern’s consent. The Offer is not subject to any financing condition.

Do I have to vote to approve the Offer or the Merger?

Your vote is not required to approve the Offer. You simply need to tender your Shares if you choose to do so. However, the Offer can be completed only if, among other things, the Minimum Tender Condition is satisfied.

If the Offer is completed, we expect that the Merger will be completed as soon as practicable following the date Purchaser irrevocably accepts for purchase all Shares validly tendered and not withdrawn pursuant to the Offer (the “Acceptance Date”) pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern’s stockholders.

How long do I have to decide whether to tender my Shares in the Offer?

Unless we extend or terminate the Offer, you will have until 12:00 midnight, New York City time, at the end of the day on Thursday, December 31, 2015, to tender your Shares in the Offer. When we make reference to

“the expiration of the Offer” or the “expiration date” anywhere in this Offer to Purchase, this is the time to which we are referring, including, if extended, any later time that may apply or, if terminated, any earlier time that may apply. If you cannot deliver everything required to make a valid tender by that time, you may still participate in the Offer by using the guaranteed delivery procedure that is described in Section 3 of this Offer to Purchase prior to that time. See Section 1—“Terms of the Offer” and Section 3—“Procedures for Accepting the Offer and Tendering Shares.” Shares tendered subject to guaranteed delivery procedures will not be counted for purposes of determining whether the Minimum Tender Condition has been satisfied at the expiration of the Offer.

Can the Offer be extended and, if so, under what circumstances?

Yes. We have agreed in the Merger Agreement that so long as neither Breeze-Eastern nor TransDigm terminates the Merger Agreement in accordance with its terms:

- We must extend the Offer on one or more occasions for periods of up to 10 business days if at any then scheduled expiration date any of the conditions to our obligation to accept for purchase and pay for the Shares validly tendered and not properly withdrawn pursuant to the Offer (the “Offer Conditions”) is not satisfied or, if permitted under the Merger Agreement, waived, but if at any scheduled expiration date the only Offer Condition not satisfied is the Minimum Tender Condition, then we are not required to extend the Offer for more than two subsequent extension periods of 10 business days each after the first such expiration date, and no extension of the Offer may extend past March 31, 2016 without Breeze-Eastern’s consent.
- We must extend the Offer for any period or periods required by any applicable law, rule, interpretation or position of the Securities and Exchange Commission (“SEC”) or its staff or of the NYSE MKT applicable to the Offer.

See Section 1—“Terms of the Offer” of this Offer to Purchase for more details on our obligation and ability to extend the Offer.

How long will it take to complete the proposed transaction?

The timing of completing the Offer and the Merger will depend on a variety of factors. We announced the Offer to facilitate the acquisition of Breeze-Eastern as promptly as practicable. If the conditions to the Offer are satisfied, we expect that the Offer will be consummated promptly following the expiration date. If the Offer is completed, we expect that the Merger will be completed as soon as practicable following the Acceptance Date pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern’s stockholders.

Will the Purchaser provide a subsequent offering period?

We do not expect to provide a subsequent offering period. Pursuant to Section 251(h) of the DGCL, we expect to complete the Merger as soon as practicable following the Acceptance Date without a subsequent offering period.

How will I be notified if the Offer is extended?

If we decide to extend the Offer, we will so inform Computershare Trust Company, N.A., the depository for the Offer (the “Depository”), and will make a public announcement of the extension not later than 9:00 a.m., New York City time, on the business day after the day on which the Offer was scheduled to expire. See Section 1—“Terms of the Offer.”

How do I tender my Shares?

To tender Shares into the Offer, you must deliver the certificates representing your Shares, together with a completed Letter of Transmittal and any other required documents, to the Depository, or tender your Shares pursuant to the procedure for book-entry transfer set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares,” not later than the expiration date. The Letter of Transmittal is enclosed with this Offer to Purchase. If your Shares are held in street name by your broker, dealer, commercial bank, trust company or other nominee, that person can tender your Shares to the Depository through The Depository Trust Company (the “Book-Entry Transfer Facility”).

If you cannot deliver everything required to make a valid tender to the Depository before the expiration of the Offer, you may obtain a limited amount of additional time by having a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchanges Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP), or any other “eligible guarantor institution,” as that term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “Exchange Act”), guarantee, pursuant to a notice of guaranteed delivery, that the missing items will be received by the Depository within three NYSE MKT trading days. However, the Depository must receive the missing items within that three-trading-day period for your tender to be valid. Shares tendered subject to guaranteed delivery procedures will not be counted for purposes of determining whether the Minimum Tender Condition has been satisfied at the expiration of the Offer.

For a complete discussion of the procedures for tendering your Shares, see Section 3—“Procedures for Accepting the Offer and Tendering Shares.”

Until what time can I withdraw previously tendered Shares?

You can withdraw your previously tendered Shares at any time prior to the expiration date, and, if we have not agreed to accept your Shares for payment within 60 days after commencement of the Offer (i.e., by January 31, 2016), you can withdraw them at any time after that time until we accept Shares for payment. For a complete discussion of the procedures for withdrawing your Shares, see Section 4—“Withdrawal Rights.”

How do I withdraw previously tendered Shares?

To withdraw previously tendered Shares, you must deliver a written notice of withdrawal, or a facsimile of such a notice, with the required information to the Depository while you still have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares, and the broker, dealer, commercial bank, trust company or other nominee must effectively withdraw those Shares while you still have the right to withdraw Shares. For a complete discussion of the procedures for withdrawing your Shares, see Section 4 —“Withdrawal Rights.”

When and how will I be paid for my tendered Shares?

Purchaser will pay for all validly tendered and not properly withdrawn Shares promptly after the expiration date, subject to the terms of the Offer and the satisfaction or waiver of the conditions to the Offer, as set forth in Section 15—“Certain Conditions of the Offer.”

We will pay for your validly tendered and not properly withdrawn Shares by depositing the purchase price with the Depository, which will act as your agent for the purpose of receiving payments from us and transmitting

payments to you. In all cases, payment for tendered Shares will be made only after timely receipt by the Depository of (i) the certificates for those Shares or a confirmation of a book-entry transfer of those Shares as described in Section 3—“Procedures for Accepting the Offer and Tendering Shares,” (ii) the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees or, in the case of a book-entry transfer, an Agent’s Message (as defined below) and (iii) any other required documents for the Shares. See Section 2—“Acceptance for Purchase and Payment for Shares.”

Will the Offer be followed by the Merger if all of the Shares are not tendered in the Offer?

If the Minimum Tender Condition is satisfied and, upon satisfaction or waiver of the other Offer Conditions, we accept and purchase Shares tendered and not validly withdrawn pursuant to the Offer, we expect to effect the Merger as soon as practicable pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern’s stockholders. If the Merger takes place, all remaining stockholders of Breeze-Eastern (other than Shares owned by TransDigm, Purchaser, Breeze-Eastern or any of their respective subsidiaries or held by Breeze-Eastern stockholders properly exercising their appraisal rights under Section 262 of the DGCL) will receive an amount equal to the Offer Price, and Breeze-Eastern will become an indirect wholly owned subsidiary of TransDigm. See the “Introduction” section of this Offer to Purchase.

If the Offer is completed, will Breeze-Eastern continue as a public company?

No. Following the purchase of Shares in the Offer, we expect to complete the Merger as soon as practicable following the Acceptance Date pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern’s stockholders. If the Merger takes place, we will own all of the outstanding capital stock of Breeze-Eastern and Breeze-Eastern will no longer be a public company. See Section 7—“Certain Effects of the Offer.”

If I decide not to tender, how will the Offer affect my Shares?

If you decide not to tender your Shares in the Offer and we accept and purchase Shares pursuant to the Offer, we expect that the Merger will be completed as soon as practicable following the Acceptance Date. In the Merger, Shares will be converted into the right to receive an amount equal to the Offer Price. Unless you validly exercise your appraisal rights under Section 262 of the DGCL, you will receive the same amount of cash per Share in the Merger that you would have received had you tendered your Shares in the Offer. Therefore, if the Merger takes place, and you do not validly exercise your appraisal rights under Section 262 of the DGCL, the only difference to you between tendering your Shares and not tendering your Shares is that you may be paid earlier if you tender your Shares (although, because we expect the Merger will be completed pursuant to Section 251(h) of the DGCL as soon as practicable after the Acceptance Date, we do not expect there to be significant time between the consummation of the Offer and the consummation of the Merger). See Section 7—“Certain Effects of the Offer.”

Are appraisal rights available in either the Offer or the Merger?

You do not have appraisal rights in connection with the Offer. However, if the Merger is consummated, stockholders of Breeze-Eastern who do not tender their Shares in the Offer, continue to hold Shares at the time of the consummation of the Merger and otherwise comply with the applicable statutory procedures under Section 262 of the DGCL, will be entitled to demand a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of that fair value in cash, together with interest, if any, as specified in Section 262 of the DGCL (all such Shares, collectively, the “Appraisal Shares”). Any such judicial determination of the fair value of the Appraisal Shares could be based upon factors other than or in addition to the consideration paid in the Offer and

the market value of the Shares. Holders of Shares should recognize that the value so determined could be higher or lower than, or the same as, the Offer Price. Moreover, we may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Appraisal Shares is less than the Offer Price.

If any holder of Shares who demands appraisal under Delaware law fails to perfect, or effectively withdraws or loses, his, her or its rights to appraisal as provided under the DGCL, each Share held by that stockholder will be converted into the right to receive the price per Share paid in the Offer, net to the shareholder in cash, without interest.

Because of the complexity of Delaware law relating to appraisal rights, we encourage you to seek the advice of your own legal counsel. Failure to follow the steps required by Section 262 of the DGCL for perfecting appraisal rights may result in the loss of those rights.

The foregoing summary of the rights of Breeze-Eastern stockholders under the DGCL is qualified in its entirety by the full text of Section 262 of the DGCL, which is filed as Annex II to Breeze-Eastern's Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to you with this Offer to Purchase and which is incorporated herein by reference. **The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 of the DGCL.** For more information, see Section 13—"Purpose of the Offer and Plans for Breeze-Eastern; No Stockholder Approval; Appraisal Rights."

What is the market value of my Shares as of a recent date?

On November 18, 2015, the last full trading day prior to the public announcement of the execution of the Merger Agreement, the closing price per Share reported on the NYSE MKT was \$21.00. On December 2, 2015, the last full trading day prior to our commencement of the Offer, the closing price per Share reported on the NYSE MKT was \$19.64. You are encouraged to obtain a recent quotation for the Shares before deciding whether to tender your Shares. See Section 6—"Price Range of Shares."

Where can I find more information about Breeze-Eastern and TransDigm?

You can find more information about Breeze-Eastern and TransDigm from various sources described in Section 8—"Certain Information Concerning Breeze-Eastern" and Section 9—"Certain Information Concerning TransDigm and Purchaser."

Who should I call if I have questions about the Offer?

You may call Georgeson Inc. at (866) 203-9401 or email Georgeson Inc. at Breeze-Eastern@georgeson.com. Georgeson Inc. is acting as the information agent (the "Information Agent") for the Offer. See the back cover of this Offer to Purchase.

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To the Holders of Shares of
Common Stock of Breeze-Eastern Corporation:

INTRODUCTION

Hook Acquisition Sub Inc., a Delaware corporation (“Purchaser”) and an indirect wholly owned subsidiary of TransDigm Group Incorporated, a Delaware corporation (“TransDigm”), is offering to purchase (the “Offer”) all outstanding shares of common stock, par value \$0.01 per share (the “Shares”), of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), at a price of \$19.61 per Share, net to the seller in cash, without interest and less any required withholding taxes (the “Offer Price”), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related letter of transmittal that accompanies this Offer to Purchase (the “Letter of Transmittal”).

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of November 18, 2015 (the “Merger Agreement”), by and among TransDigm, Purchaser and Breeze-Eastern. The Offer is conditioned upon, among other things, the satisfaction of the Minimum Tender Condition (as defined below). The Offer is not subject to any financing condition.

The Merger Agreement is more fully described in Section 12—“The Merger Agreement; Other Agreements.”

The term “Minimum Tender Condition” is defined in Section 15—“Certain Conditions of the Offer” and generally requires that the number of Shares that have been validly tendered and not properly withdrawn (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been “received,” as such term is defined in Section 251(h) of the DGCL) prior to the expiration of the Offer, together with the Shares then owned by TransDigm and its subsidiaries (including Purchaser), represents at least a majority of the then outstanding Shares on a fully diluted basis. See Section 15—“Certain Conditions of the Offer.”

The Offer is also subject to other important conditions set forth in this Offer to Purchase, as described in Section 15—“Certain Conditions of the Offer.”

Breeze-Eastern has advised TransDigm that at the close of business on December 2, 2015, (i) 9,916,242 Shares were issued and outstanding and (ii) options to purchase 1,163,500 Shares were outstanding. As of the date of this Offer to Purchase, neither TransDigm nor Purchaser beneficially owns any Shares (other than any deemed beneficial ownership pursuant to the Support Agreements (as defined below), which beneficial ownership TransDigm and Purchaser expressly disclaim).

For purposes of the Offer, “fully diluted basis” assumes that all outstanding stock options and any other stock awards are exercisable, vested, fully earned and/or payable, and have been exercised as applicable (other than any options or other awards that will be surrendered for cash and cancelled on the acceptance date of the Offer as described in Section 12—“The Merger Agreement; Other Agreements—Effect on Breeze-Eastern Options and Restricted Stock”).

Tendering stockholders who are record owners of their Shares and tender directly to Computershare Trust Company, N.A., the depository for the Offer (the “Depository”), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult that institution as to whether it charges any service fees or commissions.

The purpose of the Offer is for TransDigm to acquire control of Breeze-Eastern, and ultimately all of the outstanding Shares. The Merger Agreement provides that, subject to the conditions described in Sections 12—

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“The Merger Agreement; Other Agreements” and 15—“Certain Conditions of the Offer,” as soon as practicable after consummation of the Offer, Purchaser will be merged with and into Breeze-Eastern (the “Merger”) pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the “DGCL”) without a vote of Breeze-Eastern’s stockholders, with Breeze-Eastern continuing as the surviving corporation and an indirect wholly owned subsidiary of TransDigm. Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive an amount equal to the Offer Price except for (i) Shares held in Breeze-Eastern’s treasury or owned by TransDigm or Purchaser or any of TransDigm’s or Breeze-Eastern’s respective subsidiaries, which will be cancelled and will cease to exist and (ii) Shares owned by Breeze-Eastern’s stockholders who properly exercise their appraisal rights under Section 262 of the DGCL. The Merger Agreement is more fully described in Section 12—“The Merger Agreement; Other Agreements.”

The Board of Directors of Breeze-Eastern (the “Breeze-Eastern Board”) unanimously (i) determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger (the “Transactions”), are advisable and fair to, and in the best interests of, Breeze-Eastern and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, and (iii) recommended that Breeze-Eastern’s stockholders accept the Offer and tender their Shares to Purchaser in the Offer.

A description of the reasons for the Breeze-Eastern Board’s approval of the Offer and the Merger is set forth in Breeze-Eastern’s Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to Breeze-Eastern’s stockholders together with this Offer to Purchase (the “Schedule 14D-9”). Breeze-Eastern’s stockholders are encouraged to review carefully the Schedule 14D-9, together with this Offer to Purchase.

We have entered into tender and support agreements (the “Support Agreements”) with certain stockholders of Breeze-Eastern affiliated with Tincum Incorporated and Wynnefield Capital, Inc. (the “Supporting Stockholders”), pursuant to which the Supporting Stockholders have agreed to tender all Shares beneficially owned by them in the Offer and otherwise support the transactions contemplated by the Merger Agreement. As of November 18, 2015, the Supporting Stockholders beneficially owned, in the aggregate, 5,421,284 Shares (or approximately 54.7% of all outstanding Shares as of such date). The Support Agreements will terminate upon certain events, including (a) any termination of the Merger Agreement in accordance with its terms and (b) upon the Breeze-Eastern Board withdrawing or adversely modifying, in accordance with the terms of the Merger Agreement, its recommendation that Breeze-Eastern’s stockholders accept the Offer and tender their Shares in the Offer. In such case, any Shares tendered by the Supporting Stockholders would be returned to the Supporting Stockholders. See Section 12—“The Merger Agreement; Other Agreements.”

This Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully in its entirety before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for purchase and pay for all Shares validly tendered prior to the expiration date and not properly withdrawn as permitted pursuant to the procedures described in Section 4—“Withdrawal Rights.” The Offer will expire at 12:00 midnight, New York City time, at the end of the day on Thursday, December 31, 2015, unless Purchaser, in accordance with the Merger Agreement, extends the period during which the Offer is open, in which event the expiration date of the Offer is the latest time and date at which the Offer, as so extended, expires (that time and date, including any such extensions, the “expiration date”).

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Tender Condition. The Offer is also subject to other important conditions set forth in this Offer to Purchase, as described in Section 15—“Certain Conditions of the Offer.” The Offer is not subject to any financing condition.

The Merger Agreement provides that so long as neither Breeze-Eastern nor TransDigm terminates the Merger Agreement in accordance with its terms:

- We must extend the Offer on one or more occasions for periods of up to 10 business days if at any scheduled expiration date of the Offer any of the conditions to our obligation to accept for purchase and pay for the Shares validly tendered and not properly withdrawn pursuant to the Offer (the “Offer Conditions”) is not satisfied or, if permitted under the Merger Agreement, waived, but if at any scheduled expiration date the only Offer Condition not satisfied is the Minimum Tender Condition, then we are not required to extend the Offer for more than two subsequent extension periods of 10 business days each after the first such expiration date. Further, no extension of the Offer may extend past March 31, 2016 without Breeze-Eastern’s consent.
- We must extend the Offer for any period or periods required by any applicable law, rule, interpretation or position of the Securities and Exchange Commission (“SEC”) or its staff or by the NYSE MKT applicable to the Offer.

Any extension of the Offer will be followed as promptly as practicable by a public announcement thereof. Any such announcement will be made no later than 9:00 a.m., New York City time, on the next business day after the latest scheduled expiration date. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the rights of a tendering stockholder to withdraw that stockholder’s Shares. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the expiration date and, unless previously accepted for purchase by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 31, 2016. For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of those Shares, if different than that of the person who tendered those Shares. If Share Certificates (as defined below) evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of those Share Certificates, the serial numbers shown on the Share Certificates must be submitted to the Depositary and the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in Section 3—“Procedures for Accepting the Offer and Tendering Shares” below), unless the Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares” below, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility (as defined below) to be credited with the withdrawn Shares. All questions as to validity, form, eligibility (including time of receipt) and acceptance for purchase of any tendered Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party.

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Subject to the applicable rules and regulations of the SEC and the Merger Agreement, TransDigm and Purchaser expressly reserve the right (in their sole discretion) to (i) increase the Offer Price, (ii) waive, in whole or in part, any Offer Condition (other than the Minimum Tender Condition, which may not be waived) and (iii) make any other changes in the terms and conditions of the Offer. However, without the prior written consent of Breeze-Eastern, TransDigm and Purchaser may not (a) decrease the Offer Price, (b) change the form of consideration payable in the Offer, (c) impose additional conditions on the consummation of the Offer, (d) reduce the number of Shares sought to be purchased in the Offer, (e) reduce the time period during which the Offer must remain open or (f) otherwise amend, modify or supplement the Offer or any Offer Condition in a manner adverse to the holders of Shares.

The rights reserved by TransDigm and Purchaser as described in the immediately preceding paragraph are in addition to TransDigm's and Purchaser's rights described in Section 15—"Certain Conditions of the Offer." Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement if required.

If, subject to the Merger Agreement, Purchaser makes a material change in the terms of the Offer or the information concerning the Offer, or waives a material Offer Condition, Purchaser will disseminate additional tender offer materials and extend the Offer if and to the extent required under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"). The minimum period during which an offer must remain open following material changes in the terms of the offer or the information concerning the offer, other than a change in the consideration offered, a change in the percentage of securities sought or inclusion of or changes to a dealer's soliciting fee, will depend upon the facts and circumstances, including the relative materiality of the changes to the terms or information. With respect to a change in the consideration offered, a change in the percentage of securities sought or inclusion of or changes to a dealer's soliciting fee, an offer generally must remain open for a minimum of 10 business days following the dissemination of the applicable information to stockholders.

Breeze-Eastern has provided Purchaser with Breeze-Eastern's stockholder list and security position listings for the purpose of disseminating this Offer to Purchase to holders of Shares. This Offer to Purchase and the related Letter of Transmittal, together with the Schedule 14D-9 and other related documents, will be mailed to record holders of Shares whose names appear on Breeze-Eastern's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other nominees whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

2. Acceptance for Purchase and Payment for Shares.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for purchase, purchase and promptly pay for, all Shares validly tendered and not properly withdrawn prior to the expiration date. Purchaser expressly reserves the right, in its sole discretion, but subject to applicable laws (including Rule 14e-1(c) under the Exchange Act), to delay acceptance for, and thereby delay payment for, Shares in order to comply with applicable laws or if any of the conditions referred to in Section 15—"Certain Conditions of the Offer" have not been satisfied. For a description of Purchaser's right to terminate the Offer and not accept for purchase or pay for Shares or to delay acceptance for purchase or payment for Shares, see Section 15—"Certain Conditions of the Offer."

We will pay for Shares accepted for purchase pursuant to the Offer by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting payments to you. In all cases, payment for Shares accepted for purchase pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing those Shares (the "Share Certificates") or confirmation of a book-entry transfer of the Shares (a "Book-Entry Confirmation") into the Depositary's account

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at the Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares,” (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent’s Message (as defined below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depository.

The term “Agent’s Message” means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depository and forming a part of a Book-Entry Confirmation, that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of that Book-Entry Confirmation, that the participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce that agreement against the participant. The term “Agent’s Message” also includes any hard copy printout evidencing that message generated by a computer terminal maintained at the Depository’s office.

For purposes of the Offer, Purchaser will be deemed to have accepted for purchase, and thereby purchased, Shares validly tendered and not properly withdrawn as, if and when Purchaser gives oral or written notice to the Depository of Purchaser’s acceptance for purchase of those Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for purchase pursuant to the Offer will be made by deposit of the purchase price for those Shares with the Depository, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting payments to tendering stockholders whose Shares have been accepted for purchase. If Purchaser extends the Offer, is delayed in its acceptance for purchase of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser’s rights under the Offer, the Depository may, nevertheless, on behalf of Purchaser, retain tendered Shares, and those Shares may be withdrawn only to the extent that tendering stockholders are entitled to withdrawal rights as described below under Section 4—“Withdrawal Rights” and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will Purchaser pay interest on the consideration paid for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in making payment.**

If any tendered Shares are not accepted for purchase for any reason pursuant to the terms and conditions of the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, Shares tendered by book-entry transfer into the Depository’s account at the Book-Entry Transfer Facility pursuant to the procedure set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares” will be credited to an account maintained at the Book-Entry Transfer Facility), promptly following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for Shares to be validly tendered pursuant to the Offer, either (i) the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent’s Message in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase prior to the expiration date and either (a) the Share Certificates evidencing the tendered Shares must be received by the Depository at that address prior to the expiration date or (b) the Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depository, in each case prior to the expiration date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below under “Guaranteed Delivery.” Shares tendered by a Notice of Guaranteed Delivery (as defined below) will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition unless the Shares underlying the Notice of Guaranteed Delivery are delivered to the Depository prior to the expiration date.

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Book-Entry Transfer. The Depository will establish an account with respect to the Shares at the Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer those Shares into the Depository's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such a transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and any other required documents must, in any case, be transmitted to, and received by, the Depository at one of its addresses set forth on the back cover of this Offer to Purchase prior to the expiration date, or the tendering stockholder must comply with the guaranteed delivery procedure described below. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depository.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder (which, for purposes of this Section 3, includes any participant in the Book-Entry Transfer Facility's systems whose name appears on a security position listing as the owner of the Shares) of the Shares tendered therewith, unless that registered holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if the Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchanges Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP), or any other "eligible guarantor institution," as that term is defined in Rule 17Ad-15 of the Exchange Act (each, an "Eligible Institution"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution, as described in Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signatory of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for purchase or not tendered is to be issued in the name of, a person other than the registered holder of the Share Certificate surrendered, then the Share Certificate must be endorsed or accompanied by appropriate duly executed stock powers, in either case signed exactly as the name of the registered holder appears on the Share Certificate, with the signature on that Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 5 and 7 of the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and the Share Certificates evidencing that stockholder's Shares are not immediately available or that stockholder cannot deliver the Share Certificates and all other required documents to the Depository prior to the expiration date, or that stockholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, those Shares may nevertheless be tendered, so long as all of the following conditions are satisfied:

- the tender is made by or through an Eligible Institution;
- a properly completed and duly executed notice of guaranteed delivery (a "Notice of Guaranteed Delivery"), substantially in the form made available by Purchaser, is received by the Depository prior to the expiration date as provided below; and
- the Share Certificates (or a Book-Entry Confirmation) evidencing all such tendered Shares, in proper form for transfer, together with the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by the Letter of Transmittal are received by the Depository within three NYSE MKT trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be transmitted by manually signed facsimile transmission or mailed to the Depository and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser.

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Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition unless the Shares underlying the Notice of Guaranteed Delivery are delivered to the Depository prior to the expiration date.

Other Requirements. Notwithstanding any other provision of this Offer to Purchase, payment for Shares accepted pursuant to the Offer will in all cases be made only after timely receipt by the Depository of (i) Share Certificates evidencing those Shares or a Book-Entry Confirmation of a book-entry transfer of Shares into the Depository's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depository.

The method of delivery of the Shares, the Share Certificates and all other required documents (including delivery through the Book-Entry Transfer Facility) is at the option and risk of the tendering stockholder and the risk of loss of the Shares, Share Certificates and other documents will pass only after the Depository has actually received the Shares or Share Certificates (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, it is recommended that all such documents be sent by properly insured registered mail with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.

A tender of Shares pursuant to any of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer, as well as the tendering stockholder's representation and warranty to TransDigm and Purchaser that (i) the tendering stockholder has full power and authority to tender, sell, assign and transfer the Shares (and any and all other Shares or other securities issued or issuable in respect of those Shares on or after the date of this Offer to Purchase), (ii) when the Shares and any such other securities are accepted for purchase by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and those Shares and any such other securities will not be subject to any adverse claim and (iii) the tendering stockholder is the registered owner of the Shares, or the Share Certificates have been endorsed to the tendering stockholder in blank, or the tendering stockholder is a participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Shares.

The acceptance for purchase by Purchaser of Shares pursuant to any of the procedures described above will constitute a binding agreement between the tendering stockholder and Purchaser upon the terms and subject to the conditions of the Offer.

Determination of Validity. **Our interpretation of the terms and conditions of the Offer (including the accompanying Letter of Transmittal and the instructions thereto) will be final and binding to the fullest extent permitted by law. All questions as to the form of documents (including notices of withdrawal) and the validity, form and eligibility (including time of receipt) of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party to the fullest extent permitted by law.** Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of or payment for which may, in the opinion of Purchaser, be unlawful. Purchaser also reserves the absolute right to waive any condition of the Offer to the extent permitted by the Merger Agreement (other than the Minimum Tender Condition, which may not be waived by Purchaser) and applicable law or any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of Purchaser. **None of TransDigm, Purchaser, Breeze-Eastern, the Depository, Georgeson Inc. (the "Information Agent") or any other person is or will be under any duty to give any notification of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notification.**

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Appointment. By executing the Letter of Transmittal or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal, the tendering stockholder irrevocably appoints designees of Purchaser as that stockholder's agents, attorneys-in-fact and proxies, each with full power of substitution, to the full extent of the stockholder's rights with respect to the Shares tendered by the stockholder and accepted for purchase by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of the Shares on or after the date of this Offer to Purchase. These proxies will be governed by and construed in accordance with the laws of the State of Delaware and applicable federal securities laws. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares and other securities or rights issued or issuable in respect of those Shares. That appointment will be effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by the stockholder as provided herein. Upon that appointment:

- all prior powers of attorney, proxies and consents given by that stockholder with respect to those Shares or other securities or rights will be revoked, without further action;
- no subsequent powers of attorney, proxies, consents or revocations may be given nor any subsequent written consent executed by the stockholder (and, if given or executed, will not be deemed to be effective) with respect thereto; and
- the designees of Purchaser will thereby be empowered to exercise all voting, consent and other rights of the stockholder as they in their sole discretion may deem proper at any annual or special meeting of Breeze-Eastern's stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise.

Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for purchase of those Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to those Shares and other related securities or rights, including voting at any meeting of stockholders or executing a written consent concerning any matter. The Offer does not constitute a solicitation of proxies or consents from Breeze-Eastern's stockholders.

Backup Withholding. To avoid backup withholding of U.S. federal income tax on payments made pursuant to the Offer, each eligible tendering U.S. Holder (as defined in Section 5—"Material U.S. Federal Income Tax Consequences") should complete and return the Substitute Form W-9 included with the Letter of Transmittal. Eligible tendering Non-U.S. Holders (as defined in Section 5—"Material U.S. Federal Income Tax Consequences") should complete and submit the Internal Revenue Service ("IRS") Form W-8BEN or W-8BEN-E (or other applicable IRS Form W-8), which can be obtained from the Depository or at www.irs.gov. For a more detailed discussion of backup withholding, see Section 5—"Material U.S. Federal Income Tax Consequences."

4. Withdrawal Rights.

Except as otherwise described in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable. Tenders of Shares made pursuant to the Offer may be withdrawn at any time until the expiration date and, unless Purchaser has accepted the Shares for payment pursuant to the Offer, may also be withdrawn at any time more than 60 days after the commencement of the Offer (i.e., after January 31, 2016).

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of those Shares, if different from that of the person who tendered the Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depository, then, prior to the physical release of those Share Certificates, the serial numbers shown on the Share Certificates must be submitted to the Depository and, unless those Shares have been

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tendered by or for the account of an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares,” any notice of withdrawal must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered at any time prior to the expiration date by following one of the procedures described in Section 3—“Procedures for Accepting the Offer and Tendering Shares.”

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding upon the tendering party to the fullest extent permitted by law. Purchaser reserves the absolute right to waive any defect or irregularity in the withdrawal of Shares by any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. None of TransDigm, Purchaser, Breeze-Eastern, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Material U.S. Federal Income Tax Consequences.

The following is a general summary of the material U.S. federal income tax consequences of the Offer and the Merger to stockholders of Breeze-Eastern whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. This summary does not purport to address all U.S. federal income tax matters that may be relevant to a particular stockholder, nor is it a complete analysis of all potential U.S. federal income tax consequences. This summary does not address any tax consequences arising under any state, local or foreign tax laws or U.S. federal estate or gift tax laws. This summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect. No ruling has been or will be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not take a contrary position regarding the tax consequences of the Offer and the Merger or that any such contrary position would not be sustained by a court.

This summary is limited to stockholders who hold shares as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does not address tax considerations applicable to stockholders that may be subject to special tax rules including, without limitation, the following: (i) persons that are subject to special expatriation rules; (ii) financial institutions; (iii) insurance companies; (iv) brokers, dealers or traders in securities or currencies or notional principal contracts; (v) tax-exempt entities; (vi) persons that hold Shares as part of a “hedging” or “conversion” transaction or as a position in a “straddle” or as part of a “synthetic security” or other integrated transaction for U.S. federal income tax purposes; (vii) stockholders subject to the alternative minimum tax; (viii) regulated investment companies; (ix) real estate investment trusts; (x) persons that own (or are deemed to own) 5% or more of the Shares; (xi) partnerships and other pass-through entities and persons who hold Shares through partnerships or other pass-through entities; (xii) persons that have a “functional currency” other than the U.S. dollar; (xiii) “controlled foreign corporations”; (xiv) “passive foreign investment companies”; (xv) tax-qualified retirement plans; and (xvi) stockholders that acquired (or will acquire) Shares through exercise of employee stock options or otherwise as compensation.

For purposes of the Offer and the Merger, a “U.S. Holder” means a beneficial owner of Shares that is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a

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corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or any political subdivision thereof; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over its administration, and (b) one or more U.S. persons has the authority to control all of the substantial decisions of the trust. For purposes of the Offer and the Merger, a “Non-U.S. Holder” is a beneficial owner of Shares that is not a U.S. Holder or an entity taxable as a partnership for U.S. federal income tax purposes.

If a partnership (or other entity taxable as a partnership for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. Partners of partnerships holding Shares should consult their tax advisors.

The descriptions of U.S. federal income tax consequences set forth below are for general information only. All stockholders should consult their own tax advisors as to the particular tax consequences of participating in this Offer and the Merger in light of their particular circumstances, including the application of U.S. federal, state, local or foreign tax laws and possible changes in the laws.

Consequences of the Offer and the Merger to U.S. Holders. The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. Accordingly, if you hold Shares as capital assets for U.S. federal income tax purposes, you will generally recognize a capital gain or loss on a sale of the Shares for cash pursuant to the Offer or an exchange of Shares for cash pursuant to the Merger, in an amount equal to the difference, if any, between the U.S. dollar amount you receive and your adjusted tax basis in the Shares. Gain or loss will generally be calculated separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Merger. Any capital gain or loss recognized will be long-term capital gain or loss if your holding period for the Shares exceeds one year as of the time of payment for your Shares pursuant to the Offer or closing of the Merger, as applicable. Currently, long-term capital gains of non-corporate taxpayers are subject to a maximum U.S. federal income tax rate of 20%. For both corporate and non-corporate taxpayers, the deductibility of capital losses is subject to limitations.

Certain taxable U.S. holders who are individuals, trusts, or estates with adjusted gross income in excess of certain thresholds are subject to an additional 3.8% tax on all or a portion of “net investment income,” which includes gains recognized upon a disposition of stock. U.S. holders who are individuals, estates or trusts are urged to consult their tax advisors regarding the applicability of this tax to any gain recognized pursuant to the Merger.

Consequences of the Offer and the Merger to Non-U.S. Holders. Payments made to you as a Non-U.S. Holder with respect to the Shares that you exchange in the Offer or the Merger generally will be exempt from U.S. federal income tax, unless:

- your gain, if any, on Shares is effectively connected with your conduct of a trade or business in the United States (and, if an income tax treaty applies, is attributable to your permanent establishment in the United States), and in that event (i) you will be subject to U.S. federal income tax in the same manner as if you were a U.S. Holder (you should provide an IRS Form W-8ECI instead of a Substitute Form W-9); and (ii) if you are a corporation, you may also be subject to branch profits tax on that gain at a 30% rate (or such lower rate as may be specified under an applicable income tax treaty) or
- you are an individual who was present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met, and in that event you will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on the gain from the exchange of the Shares (net of certain losses recognized during that year).

Information Reporting and Backup Withholding. All payments to which you would be entitled pursuant to the Offer or the Merger will be subject to information reporting and backup withholding of U.S. federal income

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tax at a rate of 28%. Backup withholding may be avoided if you (i) are a corporation or an exempt recipient; or (ii) provide a taxpayer identification number (“TIN”) and certify that no loss of exemption from backup withholding has occurred. If you are a U.S. Holder, you should complete and sign the Substitute Form W-9 that is included with the Letter of Transmittal, to be returned to the Depository, in order to provide the information and certification necessary to avoid backup withholding, unless an applicable exception exists and is proved in a manner satisfactory to the Depository. If you are a Non-U.S. Holder, you must generally submit an IRS Form W-8BEN or W-8BEN-E (or other applicable IRS Form W-8) attesting to your exempt foreign status in order to qualify as an exempt recipient.

If you do not provide a correct TIN, you may be subject to penalties imposed by the IRS. Any amount paid as backup withholding does not constitute an additional tax and will be creditable against your U.S. federal income tax liability, so long as the required information is given to the IRS. If backup withholding results in an overpayment of tax, you may obtain a refund by filing a U.S. federal income tax return. You should consult your own tax advisors as to your qualification for exemption from backup withholding and the procedure for obtaining the exemption.

6. Price Range of Shares.

The Shares are listed and principally traded on NYSE MKT under the symbol “BZC.” The following table sets forth, for each of the periods indicated, the high and low sale prices per Share on the NYSE MKT, as reported in published financial sources:

	High	Low
Fiscal Year Ended March 31, 2014		
First Quarter	\$ 9.30	\$ 7.93
Second Quarter	9.92	8.50
Third Quarter	9.94	8.95
Fourth Quarter	10.18	9.05
Fiscal Year Ended March 31, 2015		
First Quarter	\$15.15	\$ 9.01
Second Quarter	13.28	10.00
Third Quarter	10.98	9.56
Fourth Quarter	10.87	9.53
Fiscal Year Ending March 31, 2016		
First Quarter	\$12.80	\$10.04
Second Quarter	14.75	11.50
Third Quarter (through December 2, 2015)	21.25	13.57

On November 18, 2015, the last full trading day prior to the public announcement of the execution of the Merger Agreement, the closing price per Share reported on the NYSE MKT was \$21.00. On December 2, 2015, the last full day of trading prior to the commencement of the Offer, the closing price per Share reported on the NYSE MKT was \$19.64.

Stockholders are urged to obtain a current market quotation for the Shares.

7. Certain Effects of the Offer.

Because the Merger will be governed by Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger. Following the consummation of the Offer and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, we and Breeze-Eastern will consummate the Merger as soon as practicable pursuant to Section 251(h) of the DGCL. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

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Market for the Shares. If the Offer is successful, there will be no market for the Shares because we expect to complete the Merger as soon as practicable after the Acceptance Date.

NYSE MKT Listing. The Shares are listed on the NYSE MKT. Immediately following the completion of the Merger, the Shares will no longer meet the requirements for continued listing on the NYSE MKT because the only stockholder will be Purchaser and we intend and will cause the surviving corporation to delist the Shares from the NYSE MKT.

Registration Under Exchange Act. The Shares are currently registered under the Exchange Act. This registration may be terminated upon application by Breeze-Eastern to the SEC if the Shares are not listed on a “national securities exchange” and there are fewer than 300 record holders. Termination of registration under the Exchange Act would reduce substantially the information required to be furnished by Breeze-Eastern to holders of Shares and to the SEC and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement in connection with stockholders’ meetings and the related requirement to furnish an annual report to stockholders and the requirements of Exchange Act Rule 13e-3 with respect to “going private” transactions, no longer applicable to the Shares. In addition, “affiliates” of Breeze-Eastern and persons holding “restricted securities” of Breeze-Eastern may be deprived of the ability to dispose of these securities pursuant to Rule 144 under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

We intend to seek to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met.

Margin Regulations. The Shares are currently “margin securities,” as that term is defined under the rules of the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), which has the effect of, among other things, allowing brokers to extend credit on the collateral of those securities. It is possible that following the Offer the Shares would no longer constitute “margin securities” for purposes of the margin regulations of the Federal Reserve Board, in which event the Shares would no longer be usable as collateral for loans made by brokers. In addition, once registration of the Shares under the Exchange Act is terminated, the Shares would no longer constitute “margin securities.”

8. Certain Information Concerning Breeze-Eastern.

The information concerning Breeze-Eastern contained in this Offer to Purchase has been taken from or based upon publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by reference thereto.

General. Breeze-Eastern is a leading global designer and manufacturer of high performance lifting and pulling devices for military and civilian aircraft, including rescue hoists, winches and cargo hooks, and weapons-lifting systems. The principal executive offices of Breeze-Eastern are located at 35 Melanie Lane, Whippany, New Jersey 07981 and its telephone number is (973) 602-1001. Breeze-Eastern was organized in 1962 as a California corporation and reincorporated in Delaware in 1986.

Available Information. The Shares are registered under the Exchange Act. Accordingly, Breeze-Eastern is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Such reports, proxy statements and other information can be inspected and copied at the SEC’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Information regarding the public reference facilities may be obtained from the SEC by telephoning 1-800-SEC-0330. Breeze-Eastern’s filings are also available to the public from the SEC’s website at www.sec.gov.

A description of the reasons for the Breeze-Eastern Board’s approval of the Offer and the Merger is set forth in Breeze-Eastern’s Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to Breeze-

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Eastern's stockholders together with this Offer to Purchase. **Breeze-Eastern stockholders are encouraged to review carefully the Schedule 14D-9, together with this Offer to Purchase.**

Although TransDigm and Purchaser have no knowledge that any such information is untrue, TransDigm and Purchaser take no responsibility for the accuracy or completeness of information contained in this Offer to Purchase with respect to Breeze-Eastern or any of its subsidiaries or affiliates or for any failure by Breeze-Eastern to disclose any events that may have occurred or may affect the significance or accuracy of any such information.

9. Certain Information Concerning TransDigm and Purchaser.

General. Purchaser is a Delaware corporation incorporated on November 17, 2015 with its principal executive offices at 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114. The telephone number of Purchaser's principal executive office is (216) 706-2960. To date, Purchaser has not conducted any activities other than in connection with the organization of Purchaser, the negotiation and execution of the Merger Agreement and the consummation of the Transactions. Purchaser is an indirect wholly owned subsidiary of TransDigm.

TransDigm is a corporation incorporated in Delaware in 2003 to facilitate the acquisition of TransDigm Inc. TransDigm Inc. was formed in July 1993 in connection with the acquisition of certain businesses from IMO Industries Inc. TransDigm's principal executive offices are located at 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114. The telephone number of TransDigm's principal executive offices is (216) 706-2960. TransDigm's common stock is listed on the NYSE under the symbol "TDG."

TransDigm, through its wholly owned subsidiaries, is a leading global designer, producer and supplier of highly engineered aircraft components for use on nearly all commercial and military aircraft in service today. Major product offerings, substantially all of which are ultimately provided to end-users in the aerospace industry, include mechanical/electro-mechanical actuators and controls, ignition systems and engine technology, specialized pumps and valves, power conditioning devices, specialized AC/DC electric motors and generators, NiCad batteries and chargers, engineered latching and locking devices, rods and locking devices, engineered connectors and elastomers, cockpit security components and systems, specialized cockpit displays, aircraft audio systems, specialized lavatory components, seatbelts and safety restraints, engineered interior surfaces and related components, lighting and control technology, military personnel parachutes and cargo loading, handling and delivery systems.

The name, business address, principal phone number, principal occupation or employment, five-year employment history and citizenship of each director and executive officer of TransDigm and Purchaser and certain other information are set forth on Schedule I hereto.

Except as set forth elsewhere in this Offer to Purchase or Schedule I to this Offer to Purchase: (i) none of TransDigm, Purchaser or, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority owned subsidiary of TransDigm, Purchaser or of any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of Breeze-Eastern; (ii) none of TransDigm, Purchaser and, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons or entities referred to in clause (i) above has effected any transaction in the Shares during the past 60 days; (iii) none of TransDigm, Purchaser or, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Breeze-Eastern (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations); (iv) during the two years before the date of this Offer to

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Purchase, there have been no transactions between TransDigm, Purchaser, their subsidiaries or, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Breeze-Eastern or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; and (v) during the two years before the date of this Offer to Purchase, there have been no contacts, negotiations or transactions between TransDigm, Purchaser, their subsidiaries or, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Breeze-Eastern or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Except as described in this Offer to Purchase or in Schedule I to this Offer to Purchase, none of TransDigm, Purchaser or, after due inquiry and to the best knowledge and belief of TransDigm and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase has during the past five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, Federal or state securities laws or finding any violation of such laws.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, TransDigm and Purchaser filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. The Schedule TO and the exhibits thereto, and the reports and other information that TransDigm files with the SEC pursuant to the Exchange Act, can be inspected without charge at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549 and copies of all or any part of the Schedule TO or such other reports or information filed by TransDigm may be obtained from that office upon the payment of the fees prescribed by the SEC. The public may obtain information on the operation of the public reference facilities in Washington, D.C. by calling the SEC at 1-800-SEC-0330. TransDigm's filings with the SEC are available to the public from the SEC's website at www.sec.gov.

10. Source and Amount of Funds.

The Offer is not subject to any financing condition.

Pursuant to the Merger Agreement, TransDigm, Purchaser's parent company, must provide Purchaser with sufficient funds necessary to consummate the Offer and the Merger. TransDigm intends to provide Purchaser with the necessary funds from cash on hand. We estimate that the total amount of cash required to complete the transactions contemplated by the Offer and the Merger, including payment of any fees, expenses and other related amounts incurred in connection with the Offer and the Merger, will be approximately \$207.8 million.

Purchaser does not believe its financial condition is relevant to the decision of holders of Shares concerning whether to tender Shares and accept the Offer because:

- the Offer is not subject to any financing condition;
- the Offer is for all outstanding Shares and is being made solely for cash;
- in light of TransDigm's financial capacity in relation to the amount of consideration payable in the Offer, Purchaser, through TransDigm, will have sufficient funds immediately available to purchase all Shares validly tendered in the Offer and not properly withdrawn; and
- if Purchaser consummates the Offer, it expects to acquire any remaining Shares not purchased in the Offer for the same cash price in the Merger.

11. Background of the Offer; Past Contacts or Negotiations with Breeze-Eastern.

For the last several years, TransDigm, through a retained independent representative, has been in periodic contact with affiliates of Tincum Incorporated (“Tincum”), the largest shareholder of Breeze-Eastern, in order to assess Tincum’s interest in supporting a sale of the Company. In addition, during March 2011, TransDigm was contacted by a financial advisor on behalf of Breeze-Eastern to determine whether TransDigm was interested in acquiring Breeze-Eastern. After preliminary due diligence, primarily involving a review of publicly available information and a confidential information memorandum provided by the financial advisor, TransDigm declined to pursue a possible transaction, primarily because of contingent environmental liabilities facing Breeze-Eastern.

On September 10, 2013, Bernt G. Iversen II, TransDigm’s Executive Vice President of Mergers and Acquisitions and Business Development, met with William Shockley, a Breeze-Eastern Board member and an affiliate of Tincum, in order to explore TransDigm’s interest in acquiring Breeze-Eastern. On January 21, 2014, W. Nicholas Howley, TransDigm’s Chairman and Chief Executive Officer, met with Robert J. Kelly, the Chairman of the Breeze-Eastern Board and an affiliate of Tincum. Mr. Iversen and Mr. Howley each explained in these meetings that TransDigm could provide the Breeze-Eastern Board with a prompt evaluation of the business after TransDigm had a better understanding of the environmental liabilities that were prominently described in Breeze-Eastern’s public filings and after it had the opportunity to review projected financial information. In these meetings, the Breeze-Eastern Board members expressed the view that, while they would relay TransDigm’s interest to the Breeze-Eastern Board, Breeze-Eastern was not for sale at such time.

On July 7, 2015, Mr. Howley met with Mr. Shockley and Mr. Kelly at Tincum’s offices. Mr. Howley reiterated TransDigm’s interest in acquiring Breeze-Eastern, although no specific terms were discussed.

Beginning July 10, 2015 and continuing through the following week, Mr. Iversen had several high level discussions with Mr. Shockley regarding appropriate adjustments to Breeze-Eastern’s reported fiscal year 2015 EBITDA for valuation purposes, including adjustments to eliminate the costs of being public and adjustments for unusual one-time aftermarket sales. During these discussions, Mr. Iversen communicated TransDigm’s preliminary enterprise valuation of Breeze-Eastern in the range of \$130.0 to \$143.0 million. Mr. Iversen explained that the high end of this valuation reflected a premium that assumed Breeze-Eastern would deal exclusively with TransDigm, but there was no agreement regarding exclusivity. On July 30, 2015, Mr. Iversen communicated to Mr. Shockley a narrowed range and an indication of interest to acquire Breeze-Eastern at an enterprise value in the range of \$139.0 to \$143.0 million. TransDigm did not communicate a per Share price at this time. The verbal indication of interest was non-binding and subject to satisfactory completion of due diligence, including the environmental liabilities facing Breeze-Eastern.

On August 5, 2015, Mr. Shockley communicated to Mr. Iversen that the Breeze-Eastern Board did not accept the \$143.0 million enterprise value TransDigm had proposed, but that the Breeze-Eastern Board had approved continuing discussions between Breeze-Eastern and TransDigm. However, Mr. Shockley indicated that the Breeze-Eastern Board wanted TransDigm to focus initially on Breeze-Eastern’s environmental liabilities, and to confirm its interest and valuation, before engaging in further discussions regarding valuation. Thereafter, Breeze-Eastern would make its management team available for a management presentation to TransDigm representatives. On August 12, 2015, Mr. Iversen sent Mr. Shockley a list of environmental diligence questions, as well as questions regarding current financial performance, forecasts and material contracts that TransDigm expected to be discussed at a management presentation.

During the last weekend of August 2015, TransDigm and Breeze-Eastern negotiated and entered into a non-disclosure agreement. This agreement restricted TransDigm’s use and disclosure of confidential information regarding Breeze-Eastern and also included an eighteen-month “standstill” provision and provisions prohibiting TransDigm from soliciting Breeze-Eastern employees.

Between September 1 and September 22, 2015, Breeze-Eastern and Gnarus Advisors LLC, Breeze-Eastern’s environmental consultant (“Gnarus”), accumulated, and made available to TransDigm and its representatives, documents and information regarding Breeze-Eastern’s environmental liabilities on a site-by-site basis.

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On September 22, 2015, a meeting was held at a hotel in Newark, New Jersey to discuss and review the environmental issues. In attendance on behalf of TransDigm were Jonathan Crandall, TransDigm's Director of Mergers and Acquisitions, and representatives from Baker & Hostetler LLP, TransDigm's outside counsel ("BakerHostetler"), and Haley & Aldrich, Inc., TransDigm's environmental consultant ("Haley & Aldrich"). In attendance on behalf of Breeze-Eastern were Brad Pedersen, Breeze-Eastern's President and Chief Executive Officer, Serge Dupuis, Breeze-Eastern's Chief Financial Officer, Mark McMillin, Breeze-Eastern's General Counsel, Nancy Piperato, Breeze-Eastern's Director Corporate Reporting, and a representative of Gnarus.

On September 30, 2015, Mr. Iversen communicated to Mr. Shockley that, based on its analysis, while TransDigm did not dispute that the amount of the accrual related to Breeze-Eastern's contingent environmental liabilities that was reflected on Breeze-Eastern's most recent balance sheet was in compliance with applicable accounting standards, it was concerned that the ultimate cash outlay required to remediate Breeze-Eastern's environmental liabilities would exceed Breeze-Eastern's then-current reserve and that this necessitated an \$8.0 million reduction in TransDigm's proposed enterprise value.

On October 15, 2015, a management meeting was held at a local hotel in Whippany, New Jersey. In attendance were senior members of management of TransDigm and Breeze-Eastern and representatives of Harris Williams & Co. ("Harris Williams"), Breeze-Eastern's financial advisor. The purpose of the meeting was for Breeze-Eastern management to make presentations to TransDigm regarding its business, adjusted historical financial information, and projected financial information, including financial forecasts for the fiscal year ending March 31, 2016 that had been provided to TransDigm the day before.

On October 19, 2015, TransDigm management verbally conveyed to Harris Williams that TransDigm was willing to use Breeze-Eastern's adjusted EBITDA for the fiscal year ending March 31, 2016 as the basis for valuing the business and accordingly, it could pay a purchase price based on an enterprise value of \$160.0 million. TransDigm did not provide a per Share price. The verbal indication of interest was non-binding and was subject to ongoing due diligence.

On October 28, 2015, Harris Williams communicated to TransDigm that the Breeze-Eastern Board believed that the TransDigm enterprise value of \$160.0 million, or approximately 8.6 times Breeze-Eastern's projected fiscal year 2016 adjusted EBITDA, was insufficient, even in light of the significant environmental liabilities. On October 29, 2015, representatives of TransDigm and Harris Williams, on behalf of Breeze-Eastern, agreed that a valuation of \$175.0 million, or approximately 9.4 times Breeze-Eastern's projected fiscal year 2016 adjusted EBITDA, was sufficient to support continued discussions between the parties regarding a potential strategic transaction and agreed that cash expected to be on hand at the closing of a transaction and the expected tax benefits from the exercise or deemed exercise of options would be factors in determining the per Share price. The parties agreed that any future discussions regarding valuation would be on a price per Share basis.

On October 30, 2015, TransDigm sent Breeze-Eastern its initial due diligence request list. This list was supplemented on November 2 and November 4, 2015. On November 2, 2015, TransDigm and its representatives were provided with access to a confidential electronic data room containing information about Breeze-Eastern. From that date through signing, representatives of TransDigm and its legal and financial advisors conducted due diligence regarding Breeze-Eastern.

On November 10, 2015, representatives of Harris Williams sent an initial draft of a merger agreement to TransDigm. The initial draft provided for a tender offer and a second step merger without a stockholder vote pursuant to Section 251(h) of the DGCL, a 40-day go-shop period, and a termination fee payable to TransDigm of 2.0% of the value of the transaction under certain circumstances, including if Breeze-Eastern terminated the merger agreement to accept a "superior proposal" as defined in the draft merger agreement. In the draft, the fee was reduced to 1.0% of the transaction value if the superior proposal was from a buyer identified during the go-shop period. On November 13, 2015, representatives of BakerHostetler spoke with representatives of Freshfields Bruckhaus Deringer US LLP, Breeze-Eastern's outside counsel ("Freshfields"), to discuss structure issues,

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timing and TransDigm's requirement that Breeze-Eastern's two largest shareholders, Tinicum and Wynnefield Capital, Inc., enter into tender and support agreements as part of any transaction. BakerHostetler sent a revised draft merger agreement and an initial draft of a tender and support agreement to Freshfields on November 14, 2015. The revised draft of the merger agreement, among other things, called for a termination fee of 4.5%, reduced to 3.5% if the termination related to a superior proposal arising out of the go-shop period.

On November 13, 2015, TransDigm management verbally conveyed to Harris Williams a per Share price of \$19.45. The per Share value was based on an enterprise value of \$175.0 million plus the expected cash that would be available to TransDigm at the closing and its view of the expected value of tax benefits from the exercise or deemed exercise of stock options.

On November 14, 2015, Harris Williams advised Mr. Iversen that the Breeze-Eastern Board viewed the \$19.45 per Share price as inadequate. Harris Williams and TransDigm management discussed the tax and transaction benefit assumptions that were used to arrive at the \$19.45 per Share price, and Harris Williams provided additional information to TransDigm regarding the cash expected to be available at the closing in attempt to convince TransDigm to increase its offer to \$19.98 per Share. After these discussions, on November 15, 2015, Mr. Iversen conveyed to representatives of Harris Williams that TransDigm would increase its price per Share to \$19.61 as its best and final offer. On November 16, 2015, Harris Williams, on behalf of the Breeze-Eastern Board, advised TransDigm that the parties could proceed with their ongoing negotiations based on a \$19.61 per Share price, but that entering into a binding arrangement regarding the sale of Breeze-Eastern to TransDigm remained subject to the parties agreeing on other material terms and approval by the Breeze-Eastern Board.

Also on November 16, 2015, representatives of Freshfields sent a revised draft of the merger agreement, a revised form of tender and support agreement and an initial draft of Breeze-Eastern's disclosure schedules to representatives of BakerHostetler. This revised draft merger agreement called for a termination fee of 2.5%, reduced to 1.5% of the transaction value if the termination related to a superior proposal arising out of the go-shop period. At this point, the principal points of disagreement in the draft merger agreement related to the scope of certain of Breeze-Eastern's representations and warranties, the parameters of the "go-shop" provision and the subsequent non-solicitation provisions and related termination rights, benefits continuation obligations, the scope of the covenant regarding the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("HSR Act"), process and the amounts of the termination fees that would be payable during and after the go-shop period.

On the evening of November 16, 2015 and the afternoon of November 17, 2015, representatives of BakerHostetler and Freshfields discussed the open points in the merger agreement. During these discussions, BakerHostetler conveyed a counter-proposal on termination fees of \$7.0 million, or approximately 3.4% of the transaction value, reduced to \$5.0 million, or approximately 2.4% of the transaction value, if the termination related to a superior proposal arising out of the go-shop period, and expressed that TransDigm was not willing to agree to lower amounts. On the evening of November 17, representatives of BakerHostetler sent a revised draft of the merger agreement to representatives of Freshfields.

On November 18, 2015, the parties and their counsel worked to finalize the merger agreement, the disclosure schedules and the tender and support agreements. On the evening of November 18, Harris Williams advised Mr. Iversen that the Breeze-Eastern Board had unanimously approved the Merger Agreement and the transactions contemplated thereby. Thereafter, the Merger Agreement and the Support Agreements were executed, and TransDigm and Breeze-Eastern issued a press release announcing the transaction prior to the opening of U. S. stock markets on November 19, 2015.

On December 3, 2015, Purchaser commenced the Offer. During the Offer, TransDigm and Purchaser intend to have ongoing contact with Breeze-Eastern.

12. The Merger Agreement; Other Agreements.

Holders of Shares and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized in this Offer to Purchase. The Merger Agreement has been provided solely to inform holders of Shares of its terms. The Merger Agreement includes customary representations and warranties of Breeze-Eastern, TransDigm and Purchaser. The representations, warranties and covenants contained in the Merger Agreement were made solely for purposes of that agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, may be subject to qualifications and limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing those matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to security holders. Security holders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Breeze-Eastern, TransDigm, or their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Breeze-Eastern's or TransDigm's public disclosures. Factual disclosures about Breeze-Eastern, TransDigm or their respective subsidiaries or affiliates contained in public reports filed with the SEC may supplement, update or modify the factual disclosures contained in the Merger Agreement. The following summary does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which has been included as an exhibit to the Schedule TO filed with the SEC and is incorporated herein by reference, which may be examined and copied as set forth in Section 9—"Certain Information Concerning TransDigm and Purchaser."

The Merger Agreement

TransDigm and Purchaser entered into the Merger Agreement with Breeze-Eastern as a means to acquire all of the outstanding Shares. The Merger Agreement provides that, subject to the terms and conditions of the Merger Agreement, TransDigm and Purchaser will consummate the Offer on the terms and subject to the conditions described in Section 15—"Certain Conditions of the Offer."

Recommendation

The Breeze-Eastern Board unanimously (i) determined that the Transactions are advisable and fair to, and in the best interests of, Breeze-Eastern and its stockholders, (ii) approved and declared advisable the Merger Agreement and the Transactions, and (iii) recommended that Breeze-Eastern's stockholders accept the Offer and tender their Shares to Purchaser in the Offer.

A description of the reasons for the Breeze-Eastern Board's approval of the Offer and the Merger is set forth in Breeze-Eastern's Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to Breeze-Eastern's stockholders together with this Offer to Purchase. **Breeze-Eastern stockholders are encouraged to review carefully the Schedule 14D-9, together with this Offer to Purchase.**

Conversion of Shares of Breeze-Eastern Common Stock in the Merger

Pursuant to the Merger Agreement, each Share not tendered in the Offer and issued and outstanding immediately prior to the Effective Time (other than Shares owned by TransDigm, Purchaser, Breeze-Eastern or any of their respective subsidiaries or held by Breeze-Eastern stockholders who properly exercise their appraisal rights under Section 262 of the DGCL) will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive the price per Share paid in the Offer, net to the shareholder in cash, without interest (the "Merger Consideration"), subject to applicable withholding tax.

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Section 251(h) of the DGCL

The Merger Agreement provides that the Merger will be governed by Section 251(h) of the DGCL and the parties will cause the Merger to become effective as soon as practicable following the Acceptance Date without a vote of Breeze-Eastern's stockholders.

Effect on Breeze-Eastern Options and Restricted Stock

Each option to acquire Shares granted by Breeze-Eastern that is outstanding immediately prior to the Effective Time will become fully vested and cancelled and converted at the Effective Time into the right to receive from TransDigm and Breeze-Eastern, as the surviving corporation, an amount in cash, without interest, equal to the product of (x) the aggregate number of Shares subject to such option, multiplied by (y) the excess, if any, of the Merger Consideration over the per share exercise price under that option, less all applicable deductions and withholdings required by law. If the exercise price per share of any option is equal to or greater than the Merger Consideration, that option will be cancelled without any cash payment being made in respect thereof. Breeze-Eastern has agreed to use reasonable best efforts to seek to have option holders execute cancellation agreements providing for the cancellation of those awards at the Acceptance Date in exchange for the consideration described above.

Each restricted stock award with respect to the Shares that is outstanding immediately prior to the Effective Time will become cancelled and converted at the Effective Time into the right to receive the per share Merger Consideration, less all applicable deductions and withholdings required by law to be withheld in respect of that payment.

Representations and Warranties

In the Merger Agreement, each of TransDigm and Breeze-Eastern makes customary representations and warranties to the other party.

Breeze-Eastern makes representations and warranties to TransDigm with respect to: organization and standing; subsidiaries; corporate authority; capitalization; conflicts and required consents and approvals; brokerage fees; SEC reports and financial statements; the information included in the offer documents; legal compliance; litigation; the absence of material adverse changes; taxes; intellectual property; real property; employee benefits; contracts; labor matters; the absence of undisclosed liabilities; permits; environmental matters; government contract matters; the opinion of its financial advisor; the recommendation of the Breeze-Eastern Board and Section 251(h) matters; takeover laws; insurance; product warranties and aviation industry regulations; customers; and affiliate transactions.

TransDigm makes representations and warranties to Breeze-Eastern with respect to: organization and standing; corporate authority; conflicts and required consents and approvals; financing; ownership of Purchaser; the information included in the Offer documents; litigation with respect to the Transactions; and ownership of Shares.

Consents and Approvals

Each of TransDigm and Breeze-Eastern has agreed to use its reasonable best efforts to take all actions and to do all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner reasonably practicable, the Transactions.

Each of the parties has agreed to, as promptly as practicable after the date of the Merger Agreement and in any event within 10 days thereof, file a notification and report form pursuant to the HSR Act and to comply as promptly as reasonably practicable with any additional information requests in the context of an informal

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investigation and in response to a second request. The parties also agreed to make promptly any other filing under any other applicable competition laws. The parties filed notification and report forms pursuant to the HSR Act on November 24, 2015, and TransDigm filed a notification on behalf of itself and Breeze-Eastern with the German Federal Cartel Office as required under German competition laws on November 20, 2015. See Item 16—“Certain Legal Matters; Regulatory Approvals” for more information about these filings and procedures.

The parties have generally agreed to cooperate with respect to the required regulatory approvals. TransDigm has agreed to take all steps it deems reasonable and to make all undertakings necessary to resolve impediments under competition laws; *provided, however*, that such steps will not include agreeing to the sale or disposition of any assets, properties or businesses or accepting any restrictions with respect to any assets, properties, licenses, rights, product lines, operations or businesses. In addition, TransDigm is not required to defend through litigation on the merits any claims before a governmental authority in order to avoid entry of any order that would prevent the completion of the Transactions.

Conduct of the Business of Breeze-Eastern Pending the Offer and the Merger

The Merger Agreement provides that, from the date of the Merger Agreement until the Effective Time, Breeze-Eastern will, subject to certain exceptions, conduct its business in the ordinary course and use reasonable best efforts to maintain and preserve its business organization and its material rights and franchises and to retain its officers and key employees and maintain relationships with customers, suppliers and other third parties.

In addition, Breeze-Eastern has agreed that during the same time period and subject to certain exceptions, neither it nor any of its subsidiaries will take (or agree to take) certain specified actions without TransDigm’s written consent (which may not be unreasonably withheld). These specified actions relate to, among other things, (i) changes in its capitalization, corporate structure and organizational documents, (ii) significant corporate events such as mergers, consolidations, liquidation or dissolution, (iii) dispositions or acquisitions of assets, (iv) incurring indebtedness and lending, (v) employment plans and arrangements and compensation and severance matters, (vi) changes in accounting methods, (vii) capital expenditures, (viii) taking certain actions with respect to material contracts, permits and insurance policies, and (ix) the initiation or settlement of certain litigation. These specified actions are subject to various exceptions, and certain actions may be permitted if they are conducted in the ordinary course of business consistent with past practice or the dollar amounts involved in the actions fall below thresholds established in the Merger Agreement.

Financing

The Offer is not subject to any financing condition.

Pursuant to the Merger Agreement, TransDigm must provide Purchaser with sufficient funds to consummate the Offer and the Merger. TransDigm intends to provide Purchaser with the necessary funds from cash on hand. TransDigm estimates that the total amount of cash required to complete the transactions contemplated by the Offer and the Merger, including payment of any fees, expenses and other related amounts incurred in connection with the Offer and the Merger, will be approximately \$207.8 million.

Indemnification and Directors’ and Officers’ Insurance

From and after the consummation of the Merger, TransDigm will cause Breeze-Eastern, as the surviving corporation, to fulfill and honor in all respects, for a period of six years, its obligations pursuant to existing indemnification, exculpation and expense advancement agreements with current or past directors and executive officers and pursuant to the indemnification, exculpation and expense advancement provisions of its certificate of incorporation and bylaws in effect as of the date of the Merger Agreement. In addition, during that time period, the certificate of incorporation and bylaws of Breeze-Eastern, as the surviving corporation, must contain provisions with respect to indemnification, exculpation and expense advancement no less favorable than those contained in the certificate of incorporation and bylaws in effect as of the date of the Merger Agreement.

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From and after the consummation of the Merger, TransDigm also will cause Breeze-Eastern, as the surviving corporation, to maintain, for a period of six years, Breeze-Eastern's existing directors' and officers' insurance and indemnification policy that provides coverage for the benefit of current or past directors and officers of Breeze-Eastern with respect to events occurring at or prior to the consummation of the Merger, or a substitute policy that is no less favorable to such directors and officers than the existing policy. However, TransDigm will not be required to cause Breeze-Eastern to pay any annual premium in excess of 300% of the current annual premium paid by Breeze-Eastern for that insurance as of the date of the Merger Agreement.

Acquisition Proposals

The Merger Agreement provides that, from and after the date of the Merger Agreement until December 28, 2015 (the "Solicitation Period End Date"), Breeze-Eastern and its representatives may, directly or indirectly, (i) solicit, initiate or encourage any inquiry with respect to, or the submission or making of, any Acquisition Proposal (as defined below) and (ii) participate in any discussions or negotiations regarding, or furnish to any person information (including non-public information and data) with respect to, any Acquisition Proposal (so long as that person has executed an acceptable confidentiality agreement and Breeze-Eastern promptly provides TransDigm with any material non-public information provided to that person). After the Solicitation Period End Date, Breeze-Eastern must promptly identify each Excluded Party (as defined below) to TransDigm and provide a copy of the Acquisition Proposal of such Excluded Party. Notwithstanding the other non-solicitation obligations under the Merger Agreement described below, Breeze-Eastern may continue to engage in the activities described in clause (i) and/or (ii) of this paragraph with respect to each Excluded Party on and after the Solicitation Period End Date until the Acceptance Date.

Except as described above with respect to Excluded Parties, the Merger Agreement provides that, subject to limited exceptions, after the Solicitation Period End Date, Breeze-Eastern will, and will direct its representatives to, cease discussions or negotiations with any parties that may be ongoing with respect to an Acquisition Proposal and agrees that it and its representatives will not, directly or indirectly:

- (i) solicit, initiate, knowingly facilitate or encourage any inquiry with respect to, or the submission or making of, any Acquisition Proposal;
- (ii) participate in any negotiations regarding any Acquisition Proposal or furnish any non-public information to or engage in any discussions with any person who has made or, to Breeze-Eastern's knowledge, is considering making any Acquisition Proposal;
- (iii) enter into any letter of intent or agreement regarding any Acquisition Proposal; or
- (iv) otherwise cooperate with or encourage any person with respect to any Acquisition Proposal.

The Merger Agreement provides that, notwithstanding the foregoing, if on or after the Solicitation Period End Date and prior to the Acceptance Date, (i) Breeze-Eastern receives an unsolicited Acquisition Proposal that constitutes, or the Breeze-Eastern Board determines in good faith (after consultation with its financial advisors and outside legal counsel) would reasonably be expected to result in, a Superior Proposal (as defined below), (ii) the Breeze-Eastern Board determines in good faith (after consultation with its outside legal counsel) that the failure to take the actions described in clauses (a) and (b) below would be reasonably likely to be inconsistent with the Breeze-Eastern Board's fiduciary duties under applicable law, and (iii) such Acquisition Proposal has not resulted from Breeze-Eastern materially breaching its non-solicitation obligations under the Merger Agreement, Breeze-Eastern will, following written notice to TransDigm of such a determination, be permitted to:

- (a) furnish non-public information to the person making such Acquisition Proposal (provided that any such person has executed an acceptable confidentiality agreement and Breeze-Eastern promptly provides TransDigm with any material non-public information provided to that person); and
- (b) engage in discussions or negotiations with that person with respect to that Acquisition Proposal.

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Prior to the Acceptance Date, in response to the receipt of a Superior Proposal that has not resulted from a material breach of Breeze-Eastern's non-solicitation obligations under the Merger Agreement, the Breeze-Eastern Board may (i) make a Change in Recommendation (as defined below) if it determines in good faith (after consultation with its outside legal counsel) that the failure to do so would be inconsistent with its fiduciary duties under applicable law and/or (ii) terminate the Merger Agreement to enter into a definitive agreement with respect to the Superior Proposal. However, before taking either of the foregoing actions, Breeze-Eastern must provide TransDigm with at least 72 hours advance notice and negotiate with TransDigm in good faith to adjust the terms of the Merger Agreement in a manner that would permit the Breeze-Eastern Board to not make a Change in Recommendation or would cause the Acquisition Proposal to no longer be a Superior Proposal. If TransDigm makes a written offer to amend the Merger Agreement in this situation, before taking either of the foregoing actions, the Breeze-Eastern Board must consider the offer in good faith and must have determined, after consultation with its financial advisor and outside legal counsel, that the Superior Proposal continues to be a Superior Proposal. In the case of any amendment to a Superior Proposal, Breeze-Eastern must provide TransDigm the same advance notice and opportunity to negotiate, except that the notice period will be reduced to 48 hours.

The Breeze-Eastern Board may make a Change in Recommendation in response to an Intervening Event (as defined below), if it has concluded in good faith, after consultation with its outside legal counsel, that the failure to do so would be inconsistent with its fiduciary duties under applicable law. Before making such a Change in Recommendation, Breeze-Eastern must provide TransDigm with 48 hours advance notice.

Except as described in the immediately preceding two paragraphs, the Breeze-Eastern Board is prohibited from making a Change in Recommendation.

The Merger Agreement defines the term "Change in Recommendation" as the Breeze-Eastern Board taking any of the following actions: (i) withdrawing, modifying, amending or qualifying, or proposing publicly to withdraw, modify, amend or qualify in a manner adverse to TransDigm or Merger Sub, its recommendation that Breeze-Eastern's stockholders tender their Shares pursuant to the Offer, and, to the extent required by applicable law, adopt and approve the Merger Agreement and the Merger (the "Board Recommendation"); (ii) approving, adopting or recommending any Acquisition Proposal or entering into any agreement (other than an acceptable confidentiality agreement) with respect thereto; (iii) exempting any person from the restrictions contained in any state takeover or similar laws; or (iv) failing to include the Board Recommendation in the Schedule 14D-9 or to permit TransDigm to include the Board Recommendation in the Offer documents.

The Merger Agreement defines the term "Acquisition Proposal" as any proposal, offer or indication of interest made by any person or group of persons (other than TransDigm, Merger Sub or an affiliate thereof), including any proposal, offer or indication of interest to the Breeze-Eastern stockholders, relating to, or that would reasonably be expected to lead to, in one transaction or a series of related transactions, (i) any merger, consolidation, share exchange for more than 25% (in number or voting power) of any class of equity securities of Breeze-Eastern, business combination, recapitalization, liquidation, dissolution or other similar transaction (including any so-called merger-of-equals and whether or not Breeze-Eastern is the entity surviving any such transaction) involving Breeze-Eastern or any of its subsidiaries; (ii) any sale, lease, license, exchange, transfer or other disposition of assets (including equity securities of any subsidiary) or businesses that constitute more than 25% of the revenues, net income or assets of Breeze-Eastern and its subsidiaries, taken as a whole; (iii) any sale, issuance, exchange, transfer or other disposition in which Breeze-Eastern or any of its subsidiaries participates and which results in any person beneficially owning more than 25% (in number or voting power) of any class of equity securities or other capital stock of Breeze-Eastern or of any of its subsidiaries; or (iv) any transaction, including a tender offer or exchange offer, that, if consummated, would result in any person, together with all affiliates thereof, beneficially owning more than 25% (in number or voting power) of any outstanding class of equity securities or other capital stock of Breeze-Eastern or of any of its subsidiaries.

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The Merger Agreement defines the term “Excluded Party” as any person or group of related persons from whom Breeze-Eastern receives, prior to the Solicitation Period End Date, a written Acquisition Proposal that the Breeze-Eastern Board reasonably determines in good faith, after consultation with the Company’s outside legal counsel and financial advisor (such determination to be made no later than two business days prior to the Solicitation Period End Date), is or could reasonably be expected to result in a Superior Proposal, but any such person or group of related persons will cease to be an “Excluded Party” if that person or group of related persons ceases to be engaged in active discussions with the Company concerning that Acquisition Proposal or if that person or group of related persons ceases to represent at least 50% of the equity financing of the group of persons continuing to engage in active discussions with Breeze-Eastern concerning that Acquisition Proposal.

The Merger Agreement defines the term “Intervening Event” as a material event or circumstance relating to the business, results of operations, assets or financial condition of Breeze-Eastern or its subsidiaries that is unknown to and not reasonably foreseeable by the Breeze-Eastern Board as of the date of the Merger Agreement and that occurs or arises after the date of the Merger Agreement and becomes known to the Breeze-Eastern Board prior to the Acceptance Date, but in no event will the receipt, existence or terms of an Acquisition Proposal or any inquiry relating thereto or to the consequences thereof constitute an Intervening Event.

The Merger Agreement defines the term “Superior Proposal” as an Acquisition Proposal (except that for purposes of the definition of Superior Proposal references to “25%” are deemed to be references to “50%”) that the Breeze-Eastern Board (i) determines in its good faith, after consultation with the Company’s outside legal counsel and financial advisor, to be more favorable to the Breeze-Eastern stockholders from a financial point of view than the Offer and Merger, taking into account all relevant factors (including, among other things, expected timing, risk of consummation, all terms and conditions, and any proposed changes to the Merger Agreement that may be proposed by TransDigm in a binding written offer in response to that Acquisition Proposal).

Conditions of the Merger

The respective obligations of each of TransDigm, Purchaser and Breeze-Eastern to effect the Merger are subject to the prior satisfaction or waiver by that party at or prior to the consummation of the Merger of the following conditions:

- (i) Tender Acceptance. Purchaser has irrevocably accepted for purchase all Shares validly tendered and not withdrawn pursuant to the Offer.
- (ii) No Injunctions or Restraints. No governmental authority has enacted or enforced any applicable law or order, whether temporary, preliminary or permanent (a “Restraint”) that makes illegal or otherwise prohibits the consummation of the Merger.

Termination

The Merger Agreement provides that it may be terminated at any time prior to the Effective Time under the following circumstances:

- (i) by mutual written consent of TransDigm and Breeze-Eastern;
- (ii) by either TransDigm or Breeze-Eastern:
 - (a) if any final and non-appealable Restraint prevents or prohibits consummation of the Offer, the Merger or the Transactions, but this right to terminate the Merger Agreement is not available to (x) any party that has not used its reasonable best efforts to remove such Restraint (subject to the limitations set forth in the Merger Agreement) or (y) any party whose breach of the Merger Agreement has been the cause of or resulted in the issuance or entry of such Restraint;
 - (b) if (x) the Acceptance Date has not occurred by March 31, 2016 or (y) the Offer is terminated or withdrawn pursuant to the Merger Agreement without any Shares being accepted and purchased, but

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this right to terminate the Merger Agreement is not available to any party whose breach of the Merger Agreement has been the cause of or resulted in the failure of the Acceptance Date to so occur or such termination or withdrawal; or

(c) if, prior to the Acceptance Date, the terminating party is not in material breach of the Merger Agreement and there has been a breach in any material respect by the other party that is not cured within 30 days after notice thereof (but no later than March 30, 2016).

(iii) by TransDigm if the Breeze-Eastern Board makes a Change in Recommendation; or

(iv) by Breeze-Eastern, prior to the Acceptance Date, in order to enter into a definitive agreement with respect to a Superior Proposal in compliance with the procedures established in the Merger Agreement.

Termination Fee

Notwithstanding any valid termination, Breeze-Eastern must pay to TransDigm an amount equal to \$7.0 million (subject to reduction as described below) if:

(i) (a) the Merger Agreement is terminated by TransDigm or Breeze-Eastern because the Offer is not consummated by March 31, 2016 or because the Offer has been terminated or withdrawn without any Shares being accepted for purchase, (b) prior to the time of that termination, an Acquisition Proposal is made public and the Acquisition Proposal is not withdrawn prior to the date of the termination, (c) TransDigm is not in material breach of the Merger Agreement at the time of the termination and (d) within nine months after the termination, Breeze-Eastern consummates or reaches a definitive agreement with respect to any Acquisition Proposal (for these purposes, references to 25% in the definition of Acquisition Proposal are deemed to be references to 50%);

(ii) the Merger Agreement is terminated (a) by TransDigm as a result of the Breeze-Eastern Board effecting a Change in Recommendation or (b) by Breeze-Eastern in order to enter into a definitive agreement with respect to a Superior Proposal, but if Breeze-Eastern so terminates the Merger Agreement prior to the Solicitation Period End Date (or after the Solicitation Period End Date only to enter into a definitive agreement with an Excluded Party), then the amount that Breeze-Eastern must pay to TransDigm will be reduced to \$5.0 million; or

(iii) (a) the Merger Agreement is terminated by TransDigm because of Breeze-Eastern's material breach of the Merger Agreement, (b) prior to the time of that termination, an Acquisition Proposal is made public and that Acquisition Proposal is not withdrawn prior to the date of the termination, (c) TransDigm is not in material breach of the Merger Agreement at the time of the termination and (d) within nine months after the termination, Breeze-Eastern consummates or reaches a definitive agreement with respect to any Acquisition Proposal (for these purposes, references to 25% in the definition of Acquisition Proposal are deemed to be references to 50%).

Governing Law.

The Merger Agreement is governed by the laws of the State of Delaware.

Amendments to the Merger Agreement

The Merger Agreement may be amended by the parties prior to the Effective Time, except that the parties may not amend any provision of the Merger Agreement if the amendment would require approval of the Breeze-Eastern stockholders under the DGCL or the rules of the NYSE MKT, unless that approval is obtained.

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Third Party Beneficiaries

The Merger Agreement is not intended to confer upon any person other than TransDigm, Purchaser and Breeze-Eastern benefits or remedies, other than the rights of certain Breeze-Eastern directors and executive officers to indemnification and insurance as described above.

Enforcement

TransDigm, Purchaser and Breeze-Eastern have agreed that irreparable damage would occur if any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties are entitled to injunctive relief to prevent breaches of the Merger Agreement and to enforce specifically its terms. Notwithstanding the foregoing, if a termination fee is paid by Breeze-Eastern to TransDigm as described above, receipt of that fee will be the exclusive remedy available to TransDigm.

Tender and Support Agreements

Concurrently with the execution and delivery of the Merger Agreement, TransDigm and Purchaser entered into Tender and Support Agreements (the "Support Agreements") with certain stockholders of Breeze-Eastern affiliated with Tincicum Incorporated and Wynnefield Capital, Inc. (the "Supporting Stockholders"). Pursuant to the Tender and Support Agreements, the Supporting Stockholders have agreed, solely in their capacities as stockholders of Breeze-Eastern, to tender all Shares beneficially owned by them in the Offer and otherwise support the Transactions, including by voting for matters necessary to consummate the Transactions and against matters that could materially delay or interfere with the Transactions. As of November 18, 2015, the Supporting Stockholders beneficially owned, in the aggregate, 5,421,284 Shares (or approximately 54.7% of all outstanding Shares as of such date). The Support Agreements will terminate upon certain events, including (a) any termination of the Merger Agreement in accordance with its terms and (b) upon a Change of Recommendation made in accordance with the terms of the Merger Agreement. In such case, any Shares tendered by the Supporting Stockholders would be returned to the Supporting Stockholders.

The foregoing description of the Tender and Support Agreements does not purport to be complete and is qualified in its entirety by reference to the Tender and Support Agreements, which have been included as Exhibits (d)(2) and (3) to the Schedule TO and are incorporated herein by reference.

Non-Disclosure Agreement

Breeze-Eastern and TransDigm entered into a non-disclosure agreement, dated August 29, 2015, restricting TransDigm's use and disclosure of confidential information it obtained in connection with its evaluation of a potential negotiated transaction with Breeze-Eastern. This non-disclosure agreement also included an 18-month "standstill" provision and provisions that restrict TransDigm's ability to hire or solicit for hire Breeze-Eastern employees.

The foregoing description of the non-disclosure agreement does not purport to be complete and is qualified in its entirety by reference to the non-disclosure agreement, which has been included as Exhibit (d)(4) to the Schedule TO and is incorporated herein by reference.

13. Purpose of the Offer and Plans for Breeze-Eastern; No Stockholder Approval; Appraisal Rights.

Purpose of the Offer and Plans for Breeze-Eastern. The purpose of the Offer is for TransDigm to acquire control of Breeze-Eastern and ultimately all of the outstanding Shares. The Offer, as the first step in the acquisition of Breeze-Eastern, is intended to facilitate the acquisition of Breeze-Eastern as promptly as practicable. TransDigm expects to complete the Merger as soon as practicable after completion of the Offer

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pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern's stockholders. The purpose of the Merger is to acquire all of the issued and outstanding Shares not tendered pursuant to the Offer. Pursuant to the Merger Agreement, each remaining issued and outstanding Share (other than Shares owned by TransDigm, Purchaser, Breeze-Eastern or any of their respective subsidiaries or held by Breeze-Eastern stockholders who properly exercise their appraisal rights under Section 262 of the DGCL) will be converted into the right to receive the Merger Consideration, payable in cash, without interest and less any required withholding taxes.

If the Shares are not delisted prior to the Merger, we intend to cause the delisting of the Shares by the NYSE MKT promptly following consummation of the Merger. We intend to seek to cause Breeze-Eastern to terminate registration of the Shares under the Exchange Act as soon after the consummation of the Offer as the requirements for deregistration, including the delisting of the Shares, are met. See Section 7—"Certain Effects of the Offer."

Except as described above or elsewhere in this Offer to Purchase, including as contemplated in this Section 13—"Purpose of the Offer and Plans for Breeze-Eastern; No Stockholder Approval; Appraisal Rights" and Section 7—"Certain Effects of the Offer," Purchaser has no present plans or proposals that would relate to or would result in: (i) any extraordinary transaction (such as a merger, reorganization or liquidation) involving Breeze-Eastern or any of its subsidiaries, (ii) any purchase, sale or transfer of a material amount of assets of Breeze-Eastern or any of its subsidiaries, (iii) any material change in the present dividend rate or policy, or indebtedness or capitalization of Breeze-Eastern, (iv) any change in the present Breeze-Eastern Board or management, (v) any other material change in Breeze-Eastern's corporate structure or business, (vi) any class of equity securities of Breeze-Eastern being delisted from a national securities exchange or (vii) any class of equity securities of Breeze-Eastern becoming eligible for termination of registration under section 12(g)(4) of the Exchange Act.

No Stockholder Approval. If the Offer is consummated, we will not seek the approval of Breeze-Eastern's remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that, subject to certain statutory requirements, if following consummation of a successful tender offer for a public corporation, the acquirer holds at least the amount of shares of each class of stock of the target corporation that would otherwise be required to approve a merger involving the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquirer can effect a merger without any action by the other stockholders of the target corporation. Therefore, the parties have agreed that, subject to the conditions specified in the Merger Agreement, the Merger will become effective as soon as practicable after consummation of the Offer, without a stockholder vote or any other action by the stockholders of Breeze-Eastern, in accordance with Section 251(h) of the DGCL.

Appraisal Rights. No appraisal rights are available to Breeze-Eastern stockholders in connection with the Offer. However, if the Merger is consummated, a stockholder of Breeze-Eastern who has not tendered his, her or its Shares in the Offer and who has continued to hold his, her or its Shares at the time of the consummation of the Merger and otherwise complied with the applicable statutory procedures under Section 262 of the DGCL will be entitled to a judicial determination of the fair value of his, her or its Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of that fair value in cash, together with interest, if any, as specified in Section 262 of the DGCL. The value so determined could be more or less than, or the same as, the Offer Price.

If any Breeze-Eastern stockholder who demands appraisal under Section 262 of the DGCL fails to perfect or effectively withdraws or loses his, her or its right to appraisal and payment under the DGCL, that holder's Shares will thereupon be deemed to have been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with the Merger Agreement.

Under Section 262 of the DGCL, where a merger is approved under Section 251(h), either a constituent corporation before the effective date of the merger, or the surviving corporation within ten days thereafter, shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all

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shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of Section 262 of the DGCL. **The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 of the DGCL.**

As described more fully in the Schedule 14D-9, if a stockholder elects to exercise appraisal rights under Section 262 of the DGCL, such stockholder must do all of the following:

- within the later of the consummation of the Offer and 20 days after the date of mailing of the Schedule 14D-9 (which date of mailing is December 3, 2015), deliver to Breeze-Eastern a written demand for appraisal of Shares held, which demand must reasonably inform the Company of the identity of the stockholder and that the stockholder is demanding appraisal;
- not tender such stockholder's Shares in the Offer;
- continuously hold of record such Shares from the date on which the written demand for appraisal is made through the Effective Time; and
- otherwise comply with the provisions in Section 262 of the DGCL for perfecting appraisal rights thereafter.

The foregoing summary of the appraisal rights of stockholders under the DGCL does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights available thereunder and is qualified in its entirety by reference to Section 262 of the DGCL. The proper exercise of appraisal rights requires strict and timely adherence to the applicable provisions of Delaware law. A copy of Section 262 of the DGCL is included as Annex II to the Schedule 14D-9.

The information provided above is for informational purposes only with respect to your alternatives if the Merger is consummated. If you tender your Shares into the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

14. Dividends and Distributions.

The Merger Agreement provides that from the date of the Merger Agreement to the Effective Time or the date, if any, on which the Merger Agreement is terminated, except with the prior written consent of TransDigm or as specifically contemplated or permitted by the Merger Agreement, Breeze-Eastern will not adjust, split, combine or reclassify its capital stock, will not make, declare or pay any dividend, and will not make any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire any shares of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock.

If, on or after the date of this Offer to Purchase, the outstanding Shares are changed into a different number of Shares by reason of any stock split, division, subdivision, stock dividend, reverse stock split, consolidation, reclassification, recapitalization or similar transaction, the Offer Price will be adjusted to the extent appropriate.

15. Certain Conditions of the Offer.

Notwithstanding any other provision of this Offer to Purchase or the Merger Agreement, neither TransDigm nor Purchaser will be required to accept for purchase or, subject to any applicable rules and regulations of the SEC, pay for, and TransDigm and Purchaser may delay the acceptance for purchase of, any Shares tendered pursuant to the Offer if the following conditions have not been satisfied:

- (i) **Minimum Tender Condition.** Breeze-Eastern stockholders have validly tendered and not properly withdrawn prior to the expiration date (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as such term is defined in Section 251(h) of the DGCL) a

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number of Shares that, together with the Shares then owned by TransDigm and its subsidiaries (including Purchaser), represents at least a majority of the then outstanding Shares on a fully diluted basis (the “Minimum Tender Condition”).

(ii) Other Conditions. None of the following conditions exists immediately before the expiration of the Offer:

(a) any waiting period under the HSR Act shall not have expired or shall not have been terminated, or all other required regulatory approvals shall not have been obtained.

(b) any governmental authority shall have enacted, issued, promulgated, enforced or entered any Restraint that makes illegal, enjoins or otherwise prohibits the consummation of the Offer, the Merger or any of the Transactions.

(c) since the date of the Merger Agreement, any change, event or occurrence has occurred that has had a Material Adverse Effect (as defined below).

(d) any representation or warranty of Breeze-Eastern set forth in Section 5.4(a) (Capitalization) of the Merger Agreement shall not be true and correct in all respects (except where the failure to be true and correct in all respects is, individually or in the aggregate, de minimis); any representation or warranty of Breeze-Eastern set forth the first sentence of Section 5.1 (Organization and Standing) or in Section 5.2 (Subsidiaries), 5.3 (Corporate Power and Authority), 5.4(b) (Capitalization), 5.6 (Brokerage and Other Fees), 5.11(i) (No Material Adverse Change; Ordinary Course Operations), 5.23 (Opinion of Financial Advisor), 5.24 (Board Recommendation; Section 251(h) Matters) or 5.25 (Takeover Laws) of the Merger Agreement is not true and correct in all material respects; or any other representation and warranty of Breeze-Eastern set forth in the Merger Agreement is not true and correct in all respects (except that representations and warranties that by their terms speak as of a specific date or time need only be true and correct as of that date or time), unless the failure of those representations and warranties to be true and correct (without giving effect to any “materiality” or “Material Adverse Effect” or similar qualifier set forth therein) has not, individually or in the aggregate, had a Material Adverse Effect.

(e) Breeze-Eastern has breached in any material respect any covenant, obligation or agreement to be performed prior to the Acceptance Date and that breach has not been cured.

(f) Breeze-Eastern has not furnished TransDigm with a certificate dated as of the Acceptance Date signed on its behalf by its Chief Executive Officer or another officer serving in such capacity to the effect that, to his knowledge, the conditions set forth in the preceding clauses (d) and (e) have not occurred.

(g) the Breeze-Eastern Board has made a Change in Recommendation.

(i) the Merger Agreement has been terminated in accordance with its terms.

(j) Purchaser and Breeze-Eastern have agreed that Purchaser will terminate the Offer or delay the acceptance of Shares thereunder.

The foregoing conditions are for the sole benefit of Purchaser and TransDigm and, subject to the Merger Agreement and rules and regulations of the SEC, may be asserted by Purchaser or TransDigm regardless of the circumstances giving rise to any such condition or may be waived by Purchaser or TransDigm in whole or in part at any time and from time to time in their sole discretion, but nothing in the Merger Agreement will relieve any party from any obligation or liability that party has under the Merger Agreement and the Minimum Tender Condition may not be waived.

As used in the Merger Agreement, a “Material Adverse Effect” will be deemed to occur if any event, occurrence, fact, condition or change, individually or in the aggregate, that has occurred (x) that has or would be reasonably expected to have a material adverse effect on the business, results of operations or financial condition

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of Breeze-Eastern and its subsidiaries, taken as a whole, or (y) that has or would be reasonably expected to prevent or materially impair or delay the ability of Breeze-Eastern to perform its obligations under the Merger Agreement or to consummate the Transactions, but, with respect to clause (x), a Material Adverse Effect does not include (either alone or in combination) any change in or effect upon Breeze-Eastern or any of its subsidiaries directly or indirectly arising out of or attributable to: (i) conditions generally affecting the industry in which Breeze-Eastern and its subsidiaries operates or the U.S. economy as a whole or in any location where Breeze-Eastern or its subsidiaries have material operations; (ii) general economic conditions in the U.S. or any other country in the world in which Breeze-Eastern and its subsidiaries, taken as a whole, conduct material operations or have material sales or supplier relationships; (iii) conditions generally affecting the securities markets, credit markets, currency markets or other financial markets in the U.S. or any other country in the world in which Breeze-Eastern and its subsidiaries, taken as a whole, conduct material operations or have material sales or supplier relationships; (iv) acts of war, sabotage or terrorism or political conditions in the U.S. or any other country in the world in which Breeze-Eastern and its subsidiaries, taken as a whole, conduct material operations; (v) the Transactions, including the announcement or pendency of the Merger Agreement and the Transactions, including to the extent arising therefrom, (A) the termination of (or the failure to renew or enter into) contracts with actual or potential customers, suppliers, or disruption in the relationship of Breeze-Eastern with any of its customers, suppliers, distributors, venture partners, or other business partners, or (B) the loss or departure of any officer or employees of Breeze-Eastern; (vi) the taking of any action expressly approved or consented to by TransDigm in writing or otherwise taken at the request of TransDigm; (vii) the failure to take any action specifically prohibited by the Merger Agreement or otherwise agreed to in writing by TransDigm; (viii) any change in accounting requirements or principles or any change in applicable laws, or the interpretation of them; (ix) changes in the Share price or the trading volume of the Shares (but not, in each case, the underlying cause, unless the underlying cause was excepted by this definition); (x) failure by Breeze-Eastern to meet internal projections or forecasts, or published revenue or earnings predictions (but not, in each case, the underlying cause, unless the underlying cause was excepted by this definition); (xi) any actions or claims made or brought by any of the current or former Breeze-Eastern stockholders (or on their behalf or on behalf of Breeze-Eastern, but in any event only in their capacities as current or former stockholders) arising out of the Merger Agreement or the Transactions; or (xii) the payment of any amounts due to, or the provision of any other benefits to, any officers or employees under employment contracts, non-competition agreements, employee benefit plans, severance arrangements or other arrangements disclosed to TransDigm; but any event, change or effect referred to in clause (i), (ii), (iii) or (iv) will be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably expected to occur to the extent that the event, change or effect has a disproportionate effect on Breeze-Eastern and its subsidiaries, taken as a whole, compared to other participants in the industry in which Breeze-Eastern and its subsidiaries conduct their businesses (in which case, only such disproportionate effect will be taken into account).

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 16, based on its examination of publicly available information filed by Breeze-Eastern with the SEC and other available information concerning Breeze-Eastern, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to Breeze-Eastern's business that might be adversely affected by Purchaser's acquisition of Shares as contemplated herein or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser or TransDigm as contemplated herein. Should any such approval or other action be required or desirable, Purchaser currently contemplates that, except as described below under "State Takeover Statutes," that approval or other action will be sought. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions) or that if necessary approvals were not obtained or those other actions were not taken, adverse consequences might not result to Breeze-Eastern's business, any of which under certain conditions specified in the Merger Agreement could cause Purchaser to elect to terminate the Offer without the purchase of Shares thereunder. See Section 15—"Certain Conditions of the Offer."

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Section 203 of the DGCL. Section 203 of the DGCL prevents certain “business combinations” with an “interested stockholder” (generally, any person who owns or has the right to acquire 15% or more of a corporation’s outstanding voting stock) for a period of three years following the time that person became an interested stockholder, unless, among other things, prior to the time the interested stockholder became an interested stockholder, the board of directors of the corporation approved either the business combination or the transaction in which the interested stockholder became an interested stockholder.

Breeze-Eastern has represented to TransDigm and Purchaser that the action of the Breeze-Eastern Board in approving the Offer, the Merger, the Support Agreements and the Transactions is sufficient to render inapplicable to the Merger Agreement and the Transactions, including the Merger, the Offer and the Support Agreements, the restrictions on “business combinations” (as defined by Section 203 of the DGCL). Therefore, the restrictions of Section 203 are inapplicable to the Merger and the transactions contemplated under the Merger Agreement.

State Takeover Statutes. A number of states have adopted laws that purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or that have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, those states. Breeze-Eastern, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which may have enacted such laws. Except as described herein, Purchaser is not aware of any of these laws that will, by their terms, apply to the Offer or the Merger, and Purchaser has not attempted to comply with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or the Merger, Purchaser believes that there are reasonable bases for contesting such laws. In 1982, in *Edgar v. MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquirer from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated in, and has a substantial number of stockholders in, the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a U.S. Federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional as applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a U.S. Federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In 1988, a U.S. Federal district court in Florida held, in *Grand Metropolitan PLC v. Butterworth*, that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida.

If any government official or third party seeks to apply any state takeover law to the Offer or the Merger or other business combination between Purchaser or any of its affiliates and Breeze-Eastern, Purchaser will take such action as then appears desirable, which action may include challenging the applicability or validity of the applicable statute in appropriate court proceedings. If it is asserted that one or more state takeover statutes is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and Purchaser might be unable to accept for purchase or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or the Merger. In that case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 15—“Certain Conditions of the Offer.”

Competition Laws. Under the HSR Act, and the rules promulgated thereunder, certain transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the “Antitrust Division”) and the Federal Trade Commission (“FTC”) in Notification and Report Forms provided by the acquiring and acquired persons, and certain waiting period requirements have been satisfied. The

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initial waiting period for a cash tender offer is 15 days, but this period may be shortened if the reviewing agency grants “early termination,” or (i) it may be restarted if the acquiring person voluntarily withdraws and re-files its Notification and Report Form, or (ii) it may be extended if the reviewing agency issues a request for additional information and documentary material, in which case the waiting period expires 10 days after the date when the acquiring person has substantially complied with such request. The purchase of Shares pursuant to the Offer is subject to such requirements. The parties filed the Premerger Notification and Report Forms with the FTC and the Antitrust Division in connection with the purchase of Shares in the Offer and the Merger on November 24, 2015. The required waiting period with respect to the Offer will expire at 11:59 p.m., New York City time, on December 9, 2015 (15 calendar days after such filings), unless earlier terminated by the FTC and the Antitrust Division or extended by a request for additional information and documentary material prior to that time. The Antitrust Division and the FTC assess the legality under the antitrust laws of transactions such as the acquisition of Shares by Purchaser pursuant to the Offer. At any time before or after the consummation of any such transactions, the Antitrust Division or the FTC could take such action under the antitrust laws of the United States as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired. Private parties and individual States of the United States may also bring legal actions under the antitrust laws of the United States. TransDigm and Purchaser do not believe that the consummation of the Offer will result in a violation of any applicable antitrust laws. However, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result would be.

Under the German Act against Restraints of Competition (“ARC”), acquisitions that are subject to merger control may not be consummated unless the German Federal Cartel Office (“FCO”) has cleared the acquisition or the relevant waiting period of one month (first phase) or four months (first and second phase together) have expired after submission of a complete notification and without the FCO having prohibited the transaction. The purchase of Shares pursuant to the Offer is subject to such German merger control. TransDigm filed the merger notification with the FCO on behalf of itself and Breeze-Eastern in connection with the purchase of Shares in the Offer and the Merger on November 20, 2015. The waiting period will expire at 11:59 p.m. Central European Time on December 21, 2015, unless earlier terminated by the FCO or unless the review period is extended. The waiting period may be extended into a second phase, expiring at 11:59 p.m. Central European Time on March 21, 2016, and may be further extended if (i) the parties agree to the extension of the review period, (ii) the parties have not fully complied with a request for additional information by the FCO, or (iii) the parties have offered conditions and obligations. The proceedings by the FCO may be restarted if the parties to the transaction voluntarily withdraw the filing and re-file their notification. TransDigm and Purchaser do not believe that the consummation of the Offer will result in a violation of any applicable antitrust and merger control laws. However, there can be no assurance that (i) a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result would be or that (ii) a conditional or unconditional clearance under merger control laws, will be granted.

See Section 12—“Merger Agreement; Other Agreements—The Merger Agreement—Consents and Approvals” for a description of the actions the parties have agreed to take, and the limitations on those actions, with respect to the required regulatory approvals discussed above.

Going Private Transactions. The SEC has adopted Rule 13e-3 under the Exchange Act, which is applicable to certain “going private” transactions, and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer. Purchaser believes that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following the consummation of the Offer and, in the Merger, stockholders will receive the same price per Share as that paid in the Offer.

Litigation. Purchaser is not aware of any pending legal proceeding relating to the Offer.

The foregoing discussion of certain provisions of the DGCL and the Exchange Act is not a complete description of the DGCL or the Exchange Act or of those provisions thereof and is qualified in its entirety by reference to the DGCL and the Exchange Act.

17. Fees and Expenses.

TransDigm has retained Georgeson Inc. as Information Agent in connection with the Offer, for which services Georgeson Inc. will receive customary compensation. The Information Agent may contact holders of Breeze-Eastern common stock by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward material relating to the Offer to beneficial owners of Shares. TransDigm will pay the Information Agent reasonable and customary compensation for these services in addition to reimbursing the Information Agent for its reasonable out-of-pocket expenses. TransDigm has agreed to indemnify the Information Agent against certain liabilities and expenses in connection with the Offer.

In addition, TransDigm has retained Computershare Trust Company, N.A., as the Depositary in connection with the Offer. TransDigm will pay the Depositary reasonable and customary compensation for its services in connection with the Offer, will reimburse the Depositary for its reasonable out-of-pocket expenses and will indemnify the Depositary against certain liabilities and expenses, including certain liabilities under the U.S. federal securities laws.

Except as set forth above, neither TransDigm nor Purchaser will pay any commissions or fees to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer. TransDigm or Purchaser will reimburse brokers, dealers, commercial banks and trust companies and other nominees, upon request, for customary clerical and mailing expenses incurred by them in forwarding offering materials to their customers.

18. Miscellaneous.

The Offer is being made solely by this Offer to Purchase and the accompanying Letter of Transmittal, and any amendments or supplements thereto, and is being made to all holders of Shares, except holders of Shares in any jurisdiction in which the making of the Offer would not be in compliance with the securities, blue sky or other laws of that jurisdiction. In those jurisdictions in which applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of those jurisdictions to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of TransDigm or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, that information or representation must not be relied upon as having been authorized. No broker, dealer, commercial bank, trust company or other nominee will be deemed to be the agent of TransDigm, Purchaser, the Depositary or the Information Agent for purposes of the Offer.

TransDigm and Purchaser have filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, Breeze-Eastern has filed with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9, together with exhibits, pursuant to Rule 14d-9 under the Exchange Act, setting forth the recommendation of the Breeze-Eastern Board with respect to the Offer and the reasons for that recommendation and furnishing certain additional related information. A copy of those documents, and any amendments thereto, may be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 8—"Certain Information Concerning Breeze-Eastern" above.

HOOK ACQUISITION SUB INC.

December 3, 2015

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF TRANSDIGM AND PURCHASER

1. Directors and Executive Officers of TransDigm. The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of TransDigm are set forth below. The business address and telephone number of each director and officer are care of TransDigm, 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114 and (216) 706-2960, respectively. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with TransDigm. None of the directors and officers of TransDigm listed below has, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. Except as noted below, all directors and officers listed below are citizens of the United States. Directors are identified by an asterisk.

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
*William Dries	Mr. Dries was named a director of TransDigm in April 2011. Mr. Dries was licensed as a certified public accountant (currently on inactive status). From 2002 until 2011, Mr. Dries was Senior Vice President and Chief Financial Officer of EnPro Industries, Inc., a manufacturer of engineered industrial products. Prior to that, Mr. Dries was employed by United Dominion Industries, Inc. and Ernst & Young LLP. Mr. Dries is a director of Polypore International, Inc., an NYSE-listed manufacturer of polymer-based membranes. Mr. Dries is also a director of NN Inc., a Nasdaq-listed manufacturer of precision bearing and metal components, where he is chair of the audit committee.
*Mervin Dunn	Mr. Dunn was named a director of TransDigm in September 2007. Mr. Dunn is the President and Chief Executive Officer of Merv Dunn Management & Consulting, LLC, a private management consulting company, and Co-Chairman of the Board of Futuris Group of Companies Ltd, a privately-held Australian automotive supplier. Mr. Dunn was the Chief Executive Officer of Commercial Vehicle Group, Inc., a NASDAQ-listed supplier of systems for the commercial vehicle market, from November 1999 through May 2013. Mr. Dunn was also a director of Commercial Vehicle Group, Inc. through May 2013.
*Michael S. Graff	Mr. Graff was named a director of TransDigm in July 2003. Mr. Graff has served as a member and managing director of Warburg Pincus LLC and as a general partner of Warburg Pincus & Co., a private equity firm, since October 2003. Mr. Graff served as an advisor to Warburg Pincus LLC from July 2002 until October 2003. Prior to joining Warburg Pincus, Mr. Graff was President and Chief Operating Officer of Bombardier Aerospace, an aerospace manufacturer. Mr. Graff is a director of Builders FirstSource, Inc., a NASDAQ-listed manufacturer and distributor of building products, and Polypore International, Inc., an NYSE-listed manufacturer of polymer-based membranes. Mr. Graff is also a director of several privately held companies.
*Sean P. Hennessy	Mr. Hennessy was named a director of TransDigm in April 2006. Mr. Hennessy has served as the Chief Financial Officer of The Sherwin Williams Company, a manufacturer and distributor of coatings and related products, since 2001. Mr. Hennessy is a certified public accountant.

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<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
*W. Nicholas Howley	Mr. Howley was named Chairman of the Board of Directors in July 2003 and is currently President and Chief Executive Officer of TransDigm. Mr. Howley was a founder of TransDigm Inc. and served as President and/or Chief Executive Officer of TransDigm since its inception in 2003 and of TransDigm Inc. since December 1998. Mr. Howley is a director of some privately held companies. Mr. Howley was previously a director of Polypore International, Inc., an NYSE-listed manufacturer of polymer-based membranes through November 2012. Through October 2011, Mr. Howley was a director of Satair A/S, a subsidiary of Airbus, and a distributor of aerospace products, including parts manufactured by subsidiaries of TransDigm (“Satair”).
*Douglas W. Peacock	Mr. Peacock was named a director of TransDigm in July 2003. Mr. Peacock was a founder of TransDigm Inc. and served as its President from 1993 to 1998, its Chief Executive Officer from 1993 to 2001 and its Chairman from 1993 until July 2003. Mr. Peacock has also previously served as a director of privately held companies.
*Robert Small	Mr. Small was named a director of TransDigm in March 2010. Mr. Small has been a Managing Director of Berkshire Partners LLC (“Berkshire”), a private equity investment firm, since 2000 and initially joined the firm in 1992. Since its inception in 2007, Mr. Small has directed Stockbridge Partners LLC, a specialized investment group within Berkshire focused on marketable securities. Mr. Small was formerly a director of Hexcel Corporation, a composite materials producer primarily for aerospace and wind energy applications, and other privately held companies.
*John Staer	Mr. Staer was named a director of TransDigm in January 2012. Mr. Staer retired as the Chief Executive Officer of Satair on December 31, 2013, having served as such since 1994. Mr. Staer is a director of Ambu A/S, a Danish public company that is a manufacturer of hospital and rescue service equipment, and Dalhoff Larsen & Horneman A/S, a Danish public company that is a supplier of timber and wood products.
*Raymond F. Laubenthal	Mr. Laubenthal was named a director of TransDigm in December 2014. Mr. Laubenthal retired as President and Chief Operating Officer of TransDigm Inc. on December 31, 2014, having served in that position since 2005.
Robert S. Henderson	Mr. Henderson was appointed Chief Operating Officer—Airframe in October 2014. Prior to that, Mr. Henderson served as Executive Vice President from December 2005 to October 2014, and as President of the AdelWiggins Group, a division of TransDigm Inc., from August 1999 to April 2008.
Kevin Stein	Mr. Stein was appointed Chief Operating Officer—Power in October 2014. Prior to that, Mr. Stein served as Executive Vice President and President of the Structurals division of Precision Castparts Corp. from November 2011 to October 2014 and Executive Vice President and President of the Fasteners division of Precision Castparts Corp. from January 2009 through November 2011.
Terrance M. Paradie	Mr. Paradie was appointed Executive Vice President and Chief Financial Officer in April 2015. Prior to that, Mr. Paradie held various titles since 2007 at Cliffs Natural Resources Inc., a NYSE-listed international mining company, including Chief Financial Officer (from October 2012 to April 2015) and Executive Vice President (from March 2013 to April 2015).

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<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Gregory Rufus	Mr. Rufus was appointed Senior Executive Vice President in April 2015. Prior to that, Mr. Rufus served as Executive Vice President, Chief Financial Officer and Secretary from December 2005 to April 2015. He served as Vice President and Chief Financial Officer from July 2003 through December 2005 and as Vice President and Chief Financial Officer of TransDigm Inc. from August 2000 through October 2005.
Bernt G. Iversen II	Mr. Iversen was appointed Executive Vice President—Mergers & Acquisitions and Business Development of TransDigm and TransDigm Inc. in May 2012. Prior to that he served as Executive Vice President of TransDigm and TransDigm Inc. since December 6, 2010. Prior to that, he was President of Champion Aerospace LLC, a wholly-owned subsidiary of TransDigm Inc., from June 2006.
James Skulina	Mr. Skulina was appointed Executive Vice President in January 2012. Prior to that, Mr. Skulina served as President of the Aero Fluid Products division of AeroControlex Group, Inc., a wholly-owned subsidiary of TransDigm Inc., from September 2009 to December 2011, and as Controller of TransDigm Inc., from August 2007 to August 2009.
Peter Palmer	Mr. Palmer was appointed Executive Vice President in February 2012. Prior to that, Mr. Palmer served as President of AdelWiggins Group, a division of TransDigm Inc., from April 2010 to February 2012, and as President of CEF Industries, LLC, a wholly-owned subsidiary of TransDigm Inc., from June 2008 to March 2010.
John Leary	Mr. Leary was appointed Executive Vice President in May 2012. Prior to that, he served as President of Hartwell Corporation, a wholly-owned subsidiary of TransDigm Inc., from October 2011 to May 2012, and as President of Adams Rite Aerospace, Inc., a wholly-owned subsidiary of TransDigm Inc., from June 1999 to September 2011.
Jorge Valladares III	Mr. Valladares was appointed Executive Vice President in October 2013. Prior to that, Mr. Valladares served as President of AvtechTyee, Inc. (formerly Avtech Corporation), a wholly-owned subsidiary of TransDigm Inc., from August 2009 to September 2013, and as President of AdelWiggins Group, a division of TransDigm Inc., from April 2008 to July 2009.
Roger V. Jones	Mr. Jones was appointed Executive Vice President in October 2015. Prior to that, Mr. Jones served as President of AeroControlex, a wholly-owned subsidiary of TransDigm Inc., from September 2009 to October 2015.
Joel Reiss	Mr. Reiss was appointed Executive Vice President in October 2015. Prior to that, Mr. Reiss served as President of Hartwell Corporation, a wholly-owned subsidiary of TransDigm Inc., from May 2012 to October 2015, and as President of Skurka Aerospace, also a wholly-owned subsidiary of TransDigm Inc., from July 2010 to May 2012.

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2. Directors and Executive Officers of Purchaser. The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of Purchaser are set forth below. The business address and telephone number of each director and officer are care of TransDigm, 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114 and (216) 706-2960, respectively. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with TransDigm. None of the directors and officers of Purchaser listed below has, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. Except as noted below, all directors and officers listed below are citizens of the United States.

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Terrance M. Paradie	<p>Mr. Paradie was appointed Executive Vice President and Chief Financial Officer of TransDigm in April 2015. Prior to that, Mr. Paradie held various titles since 2007 at Cliffs Natural Resources Inc., a NYSE-listed international mining company, including Chief Financial Officer (from October 2012 to April 2015) and Executive Vice President (from March 2013 to April 2015).</p> <p>Mr. Paradie is a Director and President of Purchaser.</p>
Halle Terrion	<p>Ms. Terrion was appointed General Counsel and Chief Compliance Officer of TransDigm in March 2012. In April 2015, Ms. Terrion also became Secretary. Prior to 2012, Ms. Terrion was a partner at Baker & Hostetler LLP.</p> <p>Ms. Terrion is a Director and Secretary of Purchaser.</p>
Sean Maroney	<p>Mr. Maroney is Treasurer of TransDigm and TransDigm Inc. Prior to that, he was Director of Corporate Treasury.</p> <p>Mr. Maroney is Treasurer of Purchaser.</p>

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The Letter of Transmittal and Share Certificates and any other required documents should be sent or delivered by each record stockholder or the stockholder's broker, dealer, commercial bank, trust company or nominee to the Depository. Stockholders submitting Share Certificates representing Shares to be tendered must deliver those Share Certificates together with the Letter of Transmittal and any other required documents by mail or overnight courier. Facsimile copies of Share Certificates or Letters of Transmittal will not be accepted. The Letter of Transmittal and Share Certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or his, her or its broker, dealer, commercial bank, trust company or other nominee to the Depository at one of its addresses set forth below.

The Depository for the Offer is:



For Registered and Overnight Mail:
Computershare Trust Company, N.A.
Attn Corporate Actions Voluntary Offer
250 Royall Street
Suite V
Canton, MA 02021

For First Class Mail:
Computershare Trust Company, N.A.
Attn Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940-3011

Questions or requests for assistance may be directed to the Information Agent at the telephone number, email address and address set forth below. Questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may also be addressed to the Information Agent. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:



480 Washington Boulevard, 26th Floor
Jersey City, NJ 07310
All Stockholders, Banks and Brokers:
Call Toll Free: (866) 203-9401
Email: Breeze-Eastern@georgeson.com

Letter of Transmittal
To Tender Shares of Common Stock of
BREEZE-EASTERN CORPORATION
at \$19.61 Net Per Share in Cash Pursuant to the Offer to Purchase dated December 3, 2015 by
HOOK ACQUISITION SUB INC.,
an indirect wholly-owned subsidiary of
TRANSDIGM GROUP INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Depository for the Offer is:



For Registered and Overnight Mail:
 Computershare Trust Company, N.A.
 Attn Corporate Actions Voluntary Offer
 250 Royall Street
 Suite V
 Canton, MA 02021

For First Class Mail:
 Computershare Trust Company, N.A.
 Attn Corporate Actions Voluntary Offer
 P.O. Box 43011
 Providence, RI 02940-3011

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	Shares Tended (attached additional list if necessary)			
	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Book Entry Shares Surrendered	Number of Shares Surrendered**
	Total Shares			

* Need not be completed by book-entry stockholders.
 ** Unless otherwise indicated, it will be assumed that all shares described above are being tendered.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, GEORGESON INC., AT ITS ADDRESS AND TELEPHONE NUMBER SET FORTH ON THE BACK PAGE OF THIS LETTER OF TRANSMITTAL.

You have received this Letter of Transmittal in connection with the offer of Hook Acquisition Sub Inc., a Delaware corporation (“Purchaser”) and an indirect wholly-owned subsidiary of TransDigm Group Incorporated, a Delaware corporation (“Parent”), to purchase all outstanding shares of common stock, par value \$0.01 per share (the “Shares”), of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), at a price of \$19.61 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 3, 2015 (as it may be amended or supplemented from time to time, the “Offer to Purchase” and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the “Offer”).

You should use this Letter of Transmittal to deliver to Computershare Trust Company, N.A. (the “Depository”) Shares represented by stock certificates, or held in book-entry form on the books of Breeze-Eastern, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depository at The Depository Trust Company (the “Book-Entry Transfer Facility”), you must use an Agent’s Message (as defined in Instruction 2 below). In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as “Certificate Stockholders” and stockholders who deliver their Shares through book-entry transfer are referred to as “Book-Entry Stockholders.”

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depository prior to the Expiration Date (as defined in the Offer to Purchase) or you cannot complete the book-entry transfer procedures prior to the Expiration Date, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to the Book-Entry Transfer Facility will not constitute delivery to the Depository.**

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

The undersigned hereby tenders to Hook Acquisition Sub Inc., a Delaware corporation (“Purchaser”) and an indirect wholly-owned subsidiary of TransDigm Group Incorporated, a Delaware corporation (“Parent”), the above-described shares of common stock, par value \$0.01 per share (collectively, the “Shares”), of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), at a price of \$19.61 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, on the terms and subject to the conditions set forth in the Offer to Purchase, dated December 3, 2015 (the “Offer to Purchase”), receipt of which is hereby acknowledged, and this Letter of Transmittal (as it may be amended or supplemented from time to time, this “Letter of Transmittal” and, together with the Offer to Purchase, as it may be amended or supplemented from time to time, the “Offer”). The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for purchase and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Date in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all other Shares or other securities or rights issued or issuable in respect of such Shares on or after the date of the Offer to Purchaser (collectively, “Distributions”). In addition, the undersigned hereby irrevocably appoints Computershare Trust Company, N.A. (the “Depository”) the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the full extent of such stockholder’s rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the “Share Certificates”) and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by the Book-Entry Transfer Facility, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of Breeze-Eastern, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser as agents, attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such stockholder’s rights with respect to the Shares tendered hereby which have been accepted for purchase and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting, consent and any other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual or special meeting of Breeze-Eastern stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares and any associated Distributions. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for purchase pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given nor any subsequent written consent executed (and, if given or executed, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser’s acceptance for purchase of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for

purchase by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered holder of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the holder of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depository or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depository for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for purchase and until the Share Certificate(s) owned by the undersigned are received by the Depository at the address set forth above, together with such additional documents as the Depository may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by the Book-Entry Transfer Facility, and until the same are processed for payment by the Depository.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED IN THE OFFER TO PURCHASE)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for purchase by Purchaser of Shares tendered pursuant to one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for purchase to, the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for purchase (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for purchase (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled "Special Payment Instructions," please credit any Shares tendered hereby or by an Agent's Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at the Book-Entry

Transfer Facility designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for purchase any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for purchase and/or the check for the purchase price in consideration of Shares accepted for purchase are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for purchase are to be returned by credit to an account maintained at the Book-Entry Transfer Facility other than that designated above.

Issue: Check and/or Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

(Tax Identification or Social Security Number)

Credit Shares tendered by book-entry transfer that are not accepted for purchase to the DTC account set forth below.

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for purchase and/or the check for the purchase price of Shares accepted for purchase are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver: Check(s) and/or Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

IMPORTANT—IF YOU WISH TO TENDER YOU MUST SIGN HERE
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN, W-8BEN-E or Other Applicable IRS Form W-8)

(Signature(s) of Stockholder(s))

Dated: _____, 2015

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

(Include Zip Code)

Authorized Signature: _____

Name: _____

(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 2015

Place medallion guarantee in space below:

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program and the Stock Exchanges Medallion Program, or any other “eligible guarantor institution,” as such term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended (each, an “Eligible Institution”). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this document, includes any participant in any of the Book-Entry Transfer Facility’s systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered holder has not completed the box titled “Special Payment Instructions” or the box titled “Special Delivery Instructions” on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations.** This Letter of Transmittal is to be completed by stockholders if Share Certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase, an Agent’s Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depository’s account at the Book-Entry Transfer Facility of Shares tendered by book-entry transfer (“Book-Entry Confirmation”), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent’s Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depository at its address set forth herein prior to the expiration date (as defined in the Offer to Purchase). Please do not send your Share Certificates directly to Purchaser, Parent, or Breeze-Eastern.

Stockholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depository prior to the expiration date or who cannot complete the procedures for book-entry transfer prior to the expiration date may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depository prior to the Expiration Date, and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent’s Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depository within three NYSE MKT trading days after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depository.

The term “Agent’s Message” means a message, transmitted through electronic means by the Book-Entry Transfer Facility to, and received by, the Depository and forming part of a Book-Entry Confirmation, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term “Agent’s Message” also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depository’s office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY

TRANSFER FACILITY, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for purchase.

All questions as to the form of documents (including notices of withdrawal) and the validity, form and eligibility (including time of receipt) of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party to the fullest extent permitted by law. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of or payment for which may, in the opinion of Purchaser, be unlawful. Purchaser also reserves the absolute right to waive any condition of the Offer to the extent permitted by the Merger Agreement (as described in the Offer to Purchase) and applicable law or any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of Purchaser. None of Parent, Purchaser, Breeze-Eastern, the Depositary, the Information Agent or any other person is or will be under any duty to give any notification of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notification.

3. Inadequate Space. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. Partial Tenders (Applicable to Certificate Stockholders Only). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered holder, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted or obtain a medallion guarantee of such signature. See Instruction 1 above.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for purchase are to be issued in the name of, a person other than the registered holder(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. Transfer Taxes. Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes or any transfer tax imposed for any reason other than tender of Shares in the Offer). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for purchase are to be registered in the name of, any person other than the registered holder(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered holder(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. Special Payment and Delivery Instructions. If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for purchase are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at the Book-Entry Transfer Facility as such stockholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at the Book-Entry Transfer Facility as the account from which such Shares were delivered.

8. Requests for Assistance or Additional Copies. Questions or requests for assistance may be directed to the Information Agent at the addresses and telephone numbers set forth on the back page of this Letter of Transmittal or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent, and will be furnished at Purchaser's expense.

9. Backup Withholding. Under U.S. federal income tax laws, the Depository will be required to withhold a portion of the amount of any payments made to certain stockholders pursuant to the Offer. In order to avoid such backup withholding, each tendering stockholder or payee that is a United States person (for U.S. federal income tax purposes), must provide the Depository with such stockholder's or payee's correct taxpayer identification number ("TIN") and certify that such stockholder or payee is not subject to such backup withholding by completing the attached Form W-9. Certain stockholders or payees (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements. A tendering stockholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depository the appropriate Form W-8. A Form W-8BEN or W-8BEN-E may be obtained from the Depository or downloaded from the Internal Revenue Service's website at the following address: <http://www.irs.gov>. Failure to complete the Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depository to withhold a portion of the amount of any payments made of the Offer Price pursuant to the Offer.

NOTE: FAILURE TO COMPLETE AND RETURN THE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE “IMPORTANT TAX INFORMATION” SECTION BELOW.

10. Lost, Destroyed, Mutilated or Stolen Share Certificates. If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify Breeze-Eastern’s stock transfer agent, Computershare Trust Company, N.A. at (800) 546-5141. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. Waiver of Conditions. Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer (except for the Minimum Tender Condition (as defined in the Offer to Purchase)) may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT’S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under United States federal income tax law, a stockholder that is a non-exempt United States person (for U.S. federal income tax purposes) whose tendered Shares are accepted for purchase is required by law to provide the Depositary (as payer) with such stockholder’s correct TIN on Form W-9 below. If such stockholder is an individual, the TIN is such stockholder’s social security number. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write “Applied For” in Part I, sign and date the Form W-9. Notwithstanding that “Applied For” is written in Part I, the Depositary will withhold 28% of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary. If the Depositary is not provided with the correct TIN, the stockholder may be subject to penalties imposed by the Internal Revenue Service (“IRS”) and payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

If backup withholding applies, the Depositary is required to withhold 28% of any payments of the purchase price made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS provided that the required information is furnished to the IRS.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, W-8BEN-E or another version of IRS Form W-8 to claim exemption from backup withholding.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other(see instructions) u _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
OR				
Employer identification number				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person u _____	Date u _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *what is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if its substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in

settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.
³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.
Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file Information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depository for the Offer is:



For Registered and Overnight Mail:
Computershare Trust Company, N.A.
Attn Corporate Actions Voluntary Offer
250 Royall Street
Suite V
Canton, MA 02021

For First Class Mail:
Computershare Trust Company, N.A.
Attn Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940-3011

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number, email address and location listed below. Requests for additional copies of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:



**480 Washington Boulevard, 26th Floor
Jersey City, NJ 07310
All Stockholders, Banks and Brokers:
Call Toll Free: (866) 203-9401
Email: Breeze-Eastern@georgeson.com**

NOTICE OF GUARANTEED DELIVERY
To Tender Shares of Common Stock
of
BREEZE-EASTERN CORPORATION

at
\$19.61 NET PER SHARE
for purchase by
HOOK ACQUISITION SUB INC.
an indirect wholly owned subsidiary of
TRANSDIGM GROUP INCORPORATED

Pursuant to the Offer to Purchase dated December 3, 2015

(Not to be used for Signature Guarantees)

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Depositary for the Offer is:



For Registered and Overnight Mail:
 Computershare Trust Company, N.A.
 Attn Corporate Actions Voluntary Offer
 250 Royall Street
 Suite V
 Canton, MA 02021

For First Class Mail:
 Computershare Trust Company, N.A.
 Attn Corporate Actions Voluntary Offer
 P.O. Box 43011
 Providence, RI 02940-3011

Via facsimile: (617) 360-6810

To confirm facsimile for eligible institutions only: (781) 575-2332. For information on the offer, please contact the Information Agent.

This Notice of Guaranteed Delivery, or a form substantially equivalent to this form, must be used by stockholders of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), desiring to tender shares of common stock, par value \$0.01 per share (the “Breeze-Eastern common stock”), of Breeze-Eastern pursuant to the Offer (as defined below) if (a) certificates representing shares of Breeze-Eastern common stock are not immediately available, (b) if the procedure for delivery by book-entry transfer cannot be completed on a timely basis or (c) delivery of the certificates representing shares of Breeze-Eastern common stock and all other required documents cannot be delivered to Computershare Trust Company, N.A. (the “Depositary”) prior to the Expiration Date (as defined in the Offer to Purchase, dated December 3, 2015 (“the “Offer to Purchase”)). **To tender shares of Breeze-Eastern common stock, this Notice of Guaranteed Delivery must be delivered to the Depositary at one of its addresses set forth above and must include a signature guarantee by an Eligible Institution (as defined in the Offer to Purchase) in the form set forth herein.** See Section 3—“Procedures for Accepting the Offer and Tendering Shares” of the Offer to Purchase.

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS, OR TRANSMISSION TO A FACSIMILE NUMBER, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE ELIGIBLE INSTITUTION THAT COMPLETES THIS FORM MUST COMMUNICATE THE GUARANTEE TO THE DEPOSITARY AND MUST DELIVER THE LETTER OF TRANSMITTAL, OR AN AGENT'S MESSAGE (AS DEFINED IN THE OFFER TO PURCHASE) IN THE CASE OF BOOK-ENTRY DELIVERY, AND CERTIFICATES FOR SHARES OF BREEZE-EASTERN COMMON STOCK, OR A BOOK-ENTRY CONFIRMATION, TO THE DEPOSITARY WITHIN THE TIME PERIOD SHOWN HEREIN. FAILURE TO DO SO COULD RESULT IN A FINANCIAL LOSS TO SUCH ELIGIBLE INSTITUTION.

Ladies and Gentlemen:

The undersigned hereby tenders to Hook Acquisition Sub Inc. (“Purchaser”), a Delaware corporation and an indirect wholly owned subsidiary of TransDigm Group Incorporated (“TransDigm”), a Delaware corporation, upon the terms and subject to the conditions set forth in Offer to Purchase and the related Letter of Transmittal, dated December 3, 2015 (which together, as amended, supplemented or modified from time to time, constitute the “Offer”), receipt of which is hereby acknowledged, the number of shares of Breeze-Eastern common stock set forth below, pursuant to the guaranteed delivery procedure set forth in Section 3—“Procedures for Accepting the Offer and Tendering Shares” of the Offer to Purchase.

Number of Shares: _____

Certificate Numbers (If Available): _____

Name of Tendering Institution: _____

Name(s) of Record Holders: _____

Taxpayer Identification or Social Security Number: _____

Check this box if shares will be delivered by book-entry transfer: _____

Account Number: _____

Address(es): _____
(Zip Code)

Area Code and Telephone Number(s): _____

Dated: _____

Signature(s) of Holder(s): _____

THE GUARANTEE BELOW MUST BE COMPLETED.

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, an Eligible Institution, hereby (i) represents that the tender of shares of Breeze-Eastern common stock effected hereby complies with Rule 14e-4 under the Exchange Act, and (ii) guarantees to deliver to the Depository the certificates representing shares of Breeze-Eastern common stock tendered hereby, in proper form for transfer, or a book-entry confirmation with respect to all shares of Breeze-Eastern common stock tendered hereby, together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in the case of book-entry delivery, and any other documents required by the Letter of Transmittal within three NYSE MKT trading days after the date hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees, or an Agent's Message in the case of book-entry delivery, and certificates for shares of Breeze-Eastern common stock, or a book-entry confirmation, to the Depository within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm:	_____	_____
		(Authorized Signature)
Address:	_____	Name: _____
		(Please Print)
	_____	Title: _____
	(Zip Code)	
Area Code and Tel. No.:	_____	Date: _____

**DO NOT SEND CERTIFICATES WITH THIS NOTICE.
CERTIFICATES SHOULD BE SENT ONLY WITH YOUR LETTER OF TRANSMITTAL.**

**LETTER TO BROKERS, DEALERS, COMMERCIAL BANKS,
TRUST COMPANIES AND OTHER NOMINEES**

**To Tender Shares of Common Stock
of**

BREEZE-EASTERN CORPORATION

at

\$19.61 NET PER SHARE

for purchase by

HOOK ACQUISITION SUB INC.

**an indirect wholly owned subsidiary of
TRANSDIGM GROUP INCORPORATED**

**Pursuant to the Offer to Purchase dated December 3, 2015
(Not to be used for Signature Guarantees)**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK
CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS THE OFFER
IS EXTENDED OR EARLIER TERMINATED.**

December 3, 2015

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged and appointed by TransDigm Group Incorporated (“TransDigm”), a Delaware corporation, to act as Information Agent in connection with the offer (the “Offer”) by Hook Acquisition Sub Inc. (“Purchaser”), a Delaware corporation and an indirect wholly owned subsidiary of TransDigm, to purchase each issued and outstanding share of common stock, par value \$0.01 per share (the “Breeze-Eastern common stock”), of Breeze-Eastern Corporation (“Breeze-Eastern”), a Delaware corporation, for \$19.61 net in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 3, 2015 (the “Offer to Purchase”), and in the related Letter of Transmittal. Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold shares of Breeze-Eastern common stock registered in your name or in the name of your nominee.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS EXTENDED (THE “EXPIRATION DATE”).

Enclosed herewith for your information and forwarding to your clients for whom you hold shares of Breeze-Eastern common stock registered in your name or the name of your nominee are copies of the following documents:

1. The Offer to Purchase.
2. The Letter of Transmittal for your use in accepting the Offer and tendering shares of Breeze-Eastern common stock and for the information of your clients.
3. The Notice of Guaranteed Delivery to be used to accept the Offer if certificates representing shares of Breeze-Eastern common stock are not immediately available, you cannot complete the procedure for delivery by book-entry transfer on a timely basis or if you cannot deliver the certificates and all other required documents to the Depository prior to the Expiration Date.
4. A form of the letter which may be sent to your clients for whose accounts you hold shares of Breeze-Eastern common stock registered in your name or in the name of your nominee, with space provided for obtaining such clients’ instructions with regard to the Offer.
5. Breeze-Eastern’s Solicitation/Recommendation Statement on Schedule 14D-9.
6. A return envelope addressed to Computershare Trust Company, N.A. (the “Depository”).

The Offer is subject to the conditions described in Section 15 of the Offer to Purchase.

For shares of Breeze-Eastern common stock to be properly tendered pursuant to the Offer, (a) the share certificates or confirmation of receipt of such shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an "Agent's Message" (as defined in the Offer to Purchase) in the case of book-entry transfer, and any other documents required in the Letter of Transmittal, must be timely received by the Depository or (b) the tendering stockholder must comply with the guaranteed delivery procedures, all in accordance with the Offer to Purchase and Letter of Transmittal.

Neither TransDigm nor Purchaser will pay any commissions or fees to any broker, dealer or other person, other than the Information Agent and the Depository as described in the Offer to Purchase, for soliciting tenders of shares of Breeze-Eastern common stock pursuant to the Offer. Upon request, TransDigm or Purchaser will reimburse you for customary clerical and mailing expenses incurred by you in forwarding any of the enclosed materials to your clients.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed material may be obtained from, the Information Agent at the address and telephone number set forth on the back cover of the Offer to Purchase.

Very truly yours,

GEORGESON INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON THE AGENT OF TRANSDIGM, PURCHASER, THE INFORMATION AGENT OR THE DEPOSITARY, OR OF ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

LETTER TO CLIENTS
To Tender Shares of Common Stock
of
BREEZE-EASTERN CORPORATION
at
\$19.61 NET PER SHARE
for purchase by
HOOK ACQUISITION SUB INC.
an indirect wholly owned subsidiary of
TRANSDIGM GROUP INCORPORATED

THE OFFER AND THE WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

December 3, 2015

To Our Clients:

Enclosed for your consideration are an Offer to Purchase, dated December 3, 2015 (the "Offer to Purchase"), and a related Letter of Transmittal in connection with the offer (the "Offer") by Hook Acquisition Sub Inc. ("Purchaser"), a Delaware corporation and an indirect wholly owned subsidiary of TransDigm Group Incorporated ("TransDigm"), a Delaware corporation, to purchase each issued and outstanding share of common stock, par value \$0.01 per share (the "Breeze-Eastern common stock"), of Breeze-Eastern Corporation ("Breeze-Eastern"), a Delaware corporation, validly tendered and not properly withdrawn in the Offer, for \$19.61 net in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions of the Offer. Also enclosed is Breeze-Eastern's Solicitation/Recommendation Statement on Schedule 14D-9.

We (or our nominees) are the holder of record of shares of Breeze-Eastern common stock held by us for your account. A tender of such shares can be made only by us as the holder of record and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Breeze-Eastern common stock held by us for your account.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the shares of Breeze-Eastern common stock held by us for your account, pursuant to the terms and conditions set forth in the Offer.

Your attention is directed to the following:

1. The consideration for each share of Breeze-Eastern common stock is \$19.61 net in cash, without interest and less any applicable withholding taxes, as described in the Offer to Purchase.
2. The Offer is being made for all outstanding shares of Breeze-Eastern common stock.
3. The Offer and the withdrawal rights expire at 12:00 midnight, New York City time, at the end of the day on Thursday, December 31, 2015, unless extended as described in the Offer to Purchase (as extended, the "Expiration Date").
4. The Offer is subject to certain conditions described in Section 15 of the Offer to Purchase.

We urge you to read the enclosed Offer to Purchase and Letter of Transmittal regarding the Offer carefully before instructing us to tender your shares of Breeze-Eastern common stock.

If you wish to tender any or all of the shares of Breeze-Eastern common stock held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth on the back page of this letter. If you authorize the tender of your shares of Breeze-Eastern common stock, all such shares will be tendered unless otherwise specified on the back page of this letter. An envelope to return your instructions to us is enclosed. **YOUR PROMPT ACTION IS REQUESTED. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION DATE.**

The Offer is not being made (nor will tenders of shares be accepted from or on behalf of stockholders) in any jurisdiction where it would be illegal to do so.

**Instructions with Respect to the Offer to Purchase
All Outstanding Shares of Common Stock
of
BREEZE-EASTERN CORPORATION**

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated December 3, 2015, and the related Letter of Transmittal in connection with the offer (the "Offer") by Hook Acquisition Sub Inc., a Delaware corporation and an indirect wholly owned subsidiary of TransDigm Group Incorporated ("TransDigm"), to purchase each issued and outstanding share of common stock, par value \$0.01 per share (the "Breeze-Eastern common stock"), of Breeze-Eastern Corporation, a Delaware corporation, validly tendered and not properly withdrawn in the Offer, for \$19.61 net in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions of the Offer.

You are instructed to tender the number of shares of Breeze-Eastern common stock indicated below (or, if no number is indicated below, all shares of Breeze-Eastern common stock) that are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

The method of delivery of this document is at the election and risk of the undersigned. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

Number of Shares to be Tendered*: _____

Account No.: _____

Signature(s): _____

Name(s): _____

(Please Print) _____

Address(es): _____

Area Code and Telephone Number(s): _____

Taxpayer Identification or Social Security Number(s): _____

* Unless otherwise indicated, it will be assumed that you instruct us to tender all shares of Breeze-Eastern common stock held by us for your account.

PLEASE RETURN THIS FORM TO THE BROKERAGE FIRM MAINTAINING YOUR ACCOUNT, NOT TO THE DEPOSITARY, INFORMATION AGENT, PURCHASER OR TRANSDIGM.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made only by the Offer to Purchase, dated December 3, 2015, and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of that jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser (as defined below) by one or more registered brokers or dealers licensed under the laws of that jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase for Cash
All the Outstanding Shares of Common Stock
of
Breeze-Eastern Corporation
at
\$19.61 Net Per Share
by
Hook Acquisition Sub Inc.
an Indirect Wholly Owned Subsidiary
of
TransDigm Group Incorporated

Hook Acquisition Sub Inc., a Delaware corporation (“Purchaser”) and an indirect wholly owned subsidiary of TransDigm Group Incorporated, a Delaware corporation (“TransDigm”), is making an offer to purchase (the “Offer”) all outstanding shares of common stock, par value \$0.01 per share (the “Shares”), of Breeze-Eastern Corporation, a Delaware corporation (“Breeze-Eastern”), at a price of \$19.61 per Share, net to the seller in cash, without interest and less any applicable withholding taxes (the “Offer Price”), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 3, 2015 (the “Offer to Purchase”), and in the related Letter of Transmittal.

THE OFFER WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON THURSDAY, DECEMBER 31, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED. PREVIOUSLY TENDERED SHARES MAY BE WITHDRAWN AT ANY TIME UNTIL THE OFFER HAS EXPIRED AND, UNLESS PREVIOUSLY ACCEPTED FOR PURCHASE BY PURCHASER PURSUANT TO THE OFFER, MAY ALSO BE WITHDRAWN AT ANY TIME AFTER JANUARY 31, 2016.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of November 18, 2015 (the “Merger Agreement”), by and among TransDigm, Purchaser and Breeze-Eastern. The Offer is conditioned upon, among other things, the satisfaction of the Minimum Tender Condition (as described below). The Offer is not subject to any financing condition.

The term “Minimum Tender Condition” is defined in the Offer to Purchase and generally requires that the number of Shares that have been validly tendered and not properly withdrawn prior to the expiration date (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been “received,” as such term is defined in Section 251(h) of the General Corporation Law of the State of Delaware (the “DGCL”), together with the Shares then owned by TransDigm and its subsidiaries (including Purchaser), represent at least a majority of the then outstanding Shares on a fully diluted basis.

The Merger Agreement provides, among other things, that, subject to certain conditions including completion of the Offer, Purchaser will be merged with and into Breeze-Eastern (the “Merger”) pursuant to Section 251(h) of the DGCL without a vote of Breeze-Eastern’s stockholders, with Breeze-Eastern continuing as the surviving corporation as an indirect wholly owned subsidiary of TransDigm. Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each Share issued and outstanding immediately prior to the Effective Time (other than Shares owned by TransDigm, Purchaser, Breeze-Eastern or any of their respective subsidiaries or held by Breeze-Eastern stockholders who perfect appraisal rights under Section 262 of the DGCL) will be converted into the right to receive \$19.61 in cash, without any interest and less any applicable withholding taxes.

The Board of Directors of Breeze-Eastern unanimously (i) determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger (the "Transactions"), are advisable and fair to, and in the best interests of, Breeze-Eastern and its stockholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, and (iii) recommended that Breeze-Eastern's stockholders accept the Offer and tender their Shares to Purchaser in the Offer.

For purposes of the Offer, Purchaser will be deemed to have accepted for purchase, and thereby purchased, Shares validly tendered and not properly withdrawn as, if and when Purchaser gives oral or written notice to the Depository (as defined in the Offer to Purchase) of Purchaser's acceptance for purchase of those Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for purchase pursuant to the Offer will be made by deposit of the purchase price for those Shares with the Depository, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting those payments to tendering stockholders whose Shares have been accepted for purchase. Notwithstanding any other provision of this Offer, payment for Shares accepted pursuant to the Offer will in all cases be made only after timely receipt by the Depository of (i) certificates evidencing those Shares ("Share Certificates") or a book-entry confirmation of a book-entry transfer of those Shares into the Depository's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Under no circumstances will Purchaser pay interest on the consideration paid for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in making payment.

The Offer will expire at 12:00 midnight, New York City time, at the end of the day on Thursday, December 31, 2015, unless Purchaser, in accordance with the Merger Agreement, extends the period during which the Offer is open, in which event the expiration date of the Offer is the latest date and time at which the Offer, as so extended, expires (that date and time, including any such extensions, the "Expiration Date").

The Merger Agreement provides that so long as neither Breeze-Eastern nor TransDigm terminates the Merger Agreement in accordance with its terms, Purchaser must extend the Offer (i) on one or more occasions for periods of up to 10 business days if at any scheduled Expiration Date any of the conditions to Purchaser's obligation to accept for purchase and pay for the Shares validly tendered and not properly withdrawn pursuant to the Offer (the "Offer Conditions") is not satisfied or, if permitted under the Merger Agreement, waived, but if at any scheduled expiration date the only Offer Condition not satisfied is the Minimum Tender Condition, then Purchaser is not required to extend the Offer for more than two subsequent extension periods of 10 business days each after the first such expiration date, and no extension of the Offer may extend past March 31, 2016 without Breeze-Eastern's consent, and (ii) for any period or periods required by any applicable law, rule, interpretation or position of the Securities Exchange Commission or its staff or of the NYSE MKT applicable to the Offer.

Any extension of the Offer will be followed as promptly as practicable by a public announcement thereof. That announcement will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the rights of a tendering stockholder to withdraw that stockholder's Shares. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless previously accepted for purchase by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 31, 2016. For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depository at one of its addresses set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of those Shares, if different from that of the person who tendered those Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depository, then, prior to the physical release of those Share Certificates, the serial numbers shown on those Share Certificates must be submitted to the Depository and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless those Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

All questions as to validity, form, eligibility (including time of receipt) and acceptance for purchase of any tendered Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party.

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign tax laws. Stockholders should consult with their tax advisors to determine the particular tax consequences to them of the Offer and the Merger (including the application and effect of any state, local or foreign income and other tax laws). For a more complete description of material United States federal income tax consequences of the Offer and the Merger, see the Offer to Purchase.

The information required to be disclosed by Paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

Breeze-Eastern has provided Purchaser with Breeze-Eastern's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal, together with Breeze-Eastern's Solicitation/Recommendation Statement on Schedule 14D-9 and other related documents, will be mailed to record holders of Shares whose names appear on Breeze-Eastern's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other nominees whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Questions or requests for assistance or additional copies of the Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery, which will be provided to stockholders at Purchaser's expense, may be directed to the Information Agent at the address, telephone number and email address set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

**480 Washington Boulevard, 26th Floor
Jersey City, NJ 07310**

**All Stockholders, Banks and Brokers:
Call Toll Free: (866) 203-9401**

Email: Breeze-Eastern@georgeson.com



BREEZE·EASTERN
Be Ready. Be Sure.

35 Melanie Lane
Whippany, NJ 07981

August 29, 2015

Bernie Iversen
TransDigm Group Incorporated
The Tower at Erieview
1301 East 9th Street
Suite 3000
Cleveland, OH 44114

Re: Confidentiality Agreement – Breeze-Eastern Corporation

Dear Mr. Iversen:

You have expressed an interest in a potential negotiated acquisition (the "Transaction") of Breeze-Eastern Corporation (the "Company," which term as used herein shall include all subsidiaries and affiliated entities of the Company). This letter agreement (this "Agreement") sets forth the terms and conditions on which the Company would be willing to make available to TransDigm Group Incorporated ("You") or its Representatives (as hereinafter defined) certain confidential information concerning the business, financial condition, operations, assets and liabilities of the Company. As a condition to such information being made available, you agree that you shall, and shall cause your Representatives to, treat the Confidential Information (as hereinafter defined) in accordance with the provisions of this Agreement and take or abstain from taking certain other actions as set forth herein.

1. Confidential Information. The term "Confidential Information" means all information relating, directly or indirectly, to the business, products, markets, condition (financial or other), operations, assets, liabilities, results of operations, cash flows or prospects of the Company delivered, disclosed or provided by the Company or its Representatives (whether prepared by the Company, its advisors or otherwise, whether in the form of documents, materials, computer media or otherwise, whether delivered, disclosed or provided visually, orally, in writing or otherwise, and whether marked as or stated to be "confidential" or otherwise), or which you or your Representatives otherwise learn or obtain, through observation or analysis of such information (whether provided prior to, concurrent with or after the date of this Agreement), and shall also be deemed to include all copies or other reproductions, notes, summaries, abstracts, analyses, compilations, studies, forecasts, interpretations or other documents or materials produced or prepared by you or your Representatives that contain, reflect or are based upon, in whole or in part, the information delivered, disclosed or provided to you or your Representatives pursuant hereto.

Notwithstanding any other provision hereof, "Confidential Information" excludes any such information that (i) is or becomes generally known to the public other than as a result of a disclosure by you or your Representatives in breach of this Agreement, (ii) was within your possession prior to it being delivered, disclosed or provided by or on behalf of the Company or any of its Representatives or becomes available to you on a non-confidential basis; *provided*, that the source of such information was not known by you after reasonable inquiry to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or (iii) is independently developed by you or your Representatives without the use of any Confidential Information. For purposes of this Agreement: (a) "Representatives" means, with respect to any person, such person's affiliates, and its and their respective members, partners, directors, managers, officers, employees, agents, and professional advisors (including, without limitation, legal counsel, accountants, consultants and financial advisors) and, with the prior written consent of the Company, debt financing sources; and (b) "affiliates" has the meaning given to it under the Securities Exchange Act of 1934, as amended (the "1934 Act").

2. Use and Disclosure of Confidential Information.

(a) You shall use the Confidential Information only for the purpose of evaluating the Transaction, and for no other purpose. You and your Representatives shall keep confidential and not disclose to, discuss with, or otherwise make available to any person any Confidential Information, except that (i) such party may make any disclosure of the Confidential Information to which the Company gives its prior written consent and (ii) any of the Confidential Information may be disclosed to your Representatives on a "need-to-know" basis to the extent the assistance of any of your Representatives is required to evaluate the Transaction, *provided, however*, that you shall advise your Representatives of the confidential nature of the Confidential Information pursuant to the terms of this Agreement and cause your Representatives to maintain the confidentiality of such Confidential Information in accordance with the terms hereof.

(b) In any event, you agree to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information and Discussion Information (as hereinafter defined) and to accept responsibility for any breach of this Agreement by you or any of your Representatives. In the event that you or any of your Representatives are requested or required by oral questions, interrogatories, requests for information or documents in legal or regulatory proceedings, subpoena, civil investigative demand or other similar process including pursuant to regulations of the stock exchange under which the Company's or your equities are publicly-traded (collectively, "Applicable Law") to disclose any of the Confidential Information or Discussion Information, you shall promptly provide the Company with written notice of any such request or requirement, and the Company may in its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, you or any of your Representatives are nonetheless, in the advice of outside legal counsel, legally compelled to disclose Confidential Information or Discussion Information, you or any of your Representatives may, without liability hereunder, disclose only that portion of the Confidential Information or Discussion Information which such counsel advises you is legally required to be

disclosed, *provided*, that you, at the Company's sole expense, use your reasonable best efforts to cooperate with the Company to seek and obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information and the Discussion Information; and *provided, further*, that you shall promptly notify the Company of (A) your determination to make such disclosure and (B) the nature, scope and contents of such disclosure.

(c) In addition, you agree that, without the prior written consent of the Company, you and your Representatives shall not disclose to any other person the fact that you or your Representative has received Confidential Information or that Confidential Information has been made available to you or your Representative, that investigations, discussions or negotiations are taking place with you concerning the Transaction or any of the terms, conditions or other facts with respect to the Transaction, including the status thereof and the identity of the parties thereto (collectively, the "Discussion Information"). Without limiting the generality of the foregoing, you further agree that, without the prior written consent of the Company, you and your Representatives shall not, directly or indirectly, consult or share Confidential Information or Discussion Information with, or enter into any agreement, arrangement or understanding, or any discussions which might lead to any such agreement, arrangement or understanding, with any co-investor, joint or co-bidder, source of financing, other potential bidders for the Company or other person (other than the Company) regarding the Transaction, including, without limitation, discussions or other communications with any prospective bidder for the Company with respect to (i) whether or not you or such other prospective bidder will make a bid or offer for the Company or (ii) the price that you or such other bidder may bid or offer for the Company. Neither the Company nor its Representatives will, without your prior written consent, disclose to any person your interest or involvement in the Transaction in any manner that would identify you or from which a person could be reasonably expected to identify you.

3. Public Announcements. Without limiting the generality of the foregoing, neither party nor any of its Representatives shall make any public announcement regarding the Transaction contemplated in this Agreement or any matter related thereto (provided, however, that this would not apply to the Company if it proceeds with the Transaction with a party other than you and such public announcement does not identify you), without the prior written consent of the other party, which may be withheld in its sole and absolute discretion, except to the extent a party or its Representatives is required to make a public announcement under any Applicable Law, in which case such party shall provide the other party with a reasonable opportunity to review and comment upon any such statement prior to its issuance.

4. Return or Destruction of Confidential Information. If you decide not to proceed with the Transaction, you shall promptly inform the Company of that decision. In that case, or at any time upon the request of the Company in its sole discretion and for any reason, you shall promptly (and in any case within seven (7) days of the Company's request) deliver, at your expense, to the Company or destroy all Confidential Information furnished to you or your Representatives and no copy thereof shall be retained (except as may be, and only to the extent, required by Applicable Law and as to which you inform the Company), and, upon the Company's request, you shall provide the Company with prompt (and in any case within seven (7) days of the Company's request) written confirmation of your compliance with this paragraph.

Notwithstanding anything in this agreement to the contrary, nothing herein requires you to erase any confidential information that is in an archived computer backup system in accordance with your standard security and/or disaster recovery procedures, and further, you may retain one copy of the information solely for use in connection with the determination or resolution of a dispute between the parties; *provided*, that, except as otherwise required by Applicable Law, (a) your and your Representative's personnel whose functions are not primarily information technology or legal and regulatory compliance do not access such retained copies, and (b) you and your Representative's personnel whose functions are primarily information technology or legal and regulatory compliance in nature access such copies only as reasonably necessary for the performance of their information technology or legal and regulatory compliance duties or resolution of a dispute between the parties, as applicable. Notwithstanding the return, destruction or retention of Confidential Information pursuant to this paragraph 4, each of you and your Representatives shall continue to be bound by its obligations of confidentiality and other obligations and agreements hereunder regardless of any termination of this Agreement.

5. No Representation, Warranty or Guaranty. You acknowledge that neither the Company nor its Representatives make any representation, warranty or guaranty whatsoever (whether express or implied) with respect to any of the Confidential Information, including, without limitation, the accuracy or completeness of any such Confidential Information, and neither the Company nor any of its Representatives shall have any liability relating to or resulting from the use of or reliance on any such Confidential Information or any errors therein or omissions therefrom. Only the representations, warranties and guarantees expressly set forth in a final definitive agreement entered into between the parties with respect to the Transaction (a "Transaction Agreement"), when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

6. Non-Solicitation. For eighteen (18) months from the date hereof, neither you nor any of your subsidiaries shall, without the prior written consent of the Company, hire or solicit, directly or indirectly, for employment, any directors, officers or employees of the Company; *provided*, that the foregoing shall not apply to conducting (or hiring such persons who respond to) generalized searches for employees in the ordinary course of business and consistent with past practice by use of advertisements in the media that are not targeted at such persons or hiring any employee that you did not have any direct or indirect contact with pursuant to this Agreement or in connection with your evaluation of the Transaction and who contacts you on his or her own initiative without any solicitation, direct or indirect, by you.

7. No Obligation. The parties expressly agree that no contract or agreement providing for the Transaction shall be deemed to exist between the parties unless and until the parties execute and deliver a Transaction Agreement. The parties also agree that unless and until the parties shall have executed and delivered a Transaction Agreement, neither party shall be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement except for the matters specifically agreed to herein.

8. Restricted Access. In the course of discussions regarding the Transaction, you and your Representatives shall address all questions and inquiries for information about the Company and other communications with the Company through such Representative of the Company notified to you in writing by the Corporate Secretary of the Company.

You agree not to, directly or indirectly through any of your Representatives or otherwise, any contact (except for those contacts made in the ordinary course of business not related to the Transaction) with any officer, director, employee, customer, supplier or client of the Company regarding the Company's business, operations, prospects or finances, except with the prior written consent of the Company.

9. Material Non-Public Information. You acknowledge and agree that you are aware (and that your Representatives are aware or, upon receipt of any Confidential Information or Discussion Information, shall be advised by you) that (i) the Confidential Information being furnished to you or your Representatives may contain material, non-public information regarding the Company and (ii) the United States securities laws prohibit any persons who have material, non-public information concerning the matters which are the subject of this Agreement, including the Discussion Information, from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this Agreement or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

10. Standstill. You agree that, for a period of eighteen (18) months from the date hereof, unless specifically invited in writing by the Company, neither you nor your affiliates or any Representatives acting on your or their behalf, or any person with whom any of the foregoing may be deemed to be acting in concert shall in any manner, directly or indirectly: (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or cause or participate in or in any way assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof), or rights or options to acquire any securities (or beneficial ownership thereof), or any assets, indebtedness or businesses of the Company or any of its subsidiaries or affiliates, (ii) any tender or exchange offer, merger or other business combination involving the Company or any of its subsidiaries or affiliates, or assets constituting a significant portion of the consolidated assets of the Company and its subsidiaries or affiliates, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its respective subsidiaries or affiliates, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company or any of its affiliates or the calling of a meeting of the Company's stockholders or the initiation of any proposal for action by the Company's stockholders; (b) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to the Company or otherwise act in concert with any person in respect of any such securities; (c) otherwise seek representation on or to control or influence the management, board of directors or policies of the Company; (d) take any action which would or would reasonably be expected to force the other party to make a public announcement regarding a transaction or any of the types of matters set forth in this paragraph; or (e) (i) enter into any discussions or arrangements with any third party with respect to any of the foregoing, (ii) advise, assist, encourage or direct any person to do any of the foregoing or (iii) make any proposal or disclose any intention, plan or arrangement inconsistent with any of the foregoing.

You also agree during such period not to (x) request (in any manner that would reasonably be likely to cause the Company to be required to disclose publicly) that you, or any of your Representatives, directly or indirectly, amend or waive any provision of this paragraph (including this sentence) or (y) contest the validity of this Agreement or make, initiate, take or participate in any demand, action (legal or otherwise) or proposal to amend, waive or terminate any provision of this Agreement. Nothing in this paragraph 10 shall restrict you or your Representatives from making any proposal regarding a Transaction directly to the Company's board of directors on a confidential basis if such proposal would not be reasonably likely to require the Company to make a public announcement regarding this Agreement, a Transaction or any of the matters described in this paragraph 10.

Notwithstanding any of the foregoing provisions in this paragraph 10, the restrictions set forth in this paragraph 10 shall terminate and be of no further force and effect if (i) the Company enters into a definitive agreement with respect to, or publicly announces that it plans to enter into, a transaction involving all or a controlling portion of the Company's equity securities or all or substantially all of the Company's assets (whether by merger, consolidation, business combination, tender or exchange offer, recapitalization, restructuring, sale, equity issuance or otherwise) or (ii) any person commences a tender or exchange offer which, if consummated, would result in such person's acquisition of all or a controlling portion of the Company's equity securities, and in connection therewith, the board of directors of the Company either accepts such offer or fails to recommend that its shareholders reject such offer within ten business days from the commencement of such offer.

11. Remedies. You agree that money damages would not provide a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Company. You further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and you agree to waive any requirements for the securing or posting of any bond in connection with such remedy. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this Agreement, then will reimburse the Company for its reasonable legal fees incurred in connection with such litigation, including any appeal therefrom.

12. Assignment. You shall not assign this Agreement or any interest herein without the prior written consent of the Company, which may be withheld in its sole and absolute discretion.

13. Successors and Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The parties acknowledge and agree that this Agreement is being entered into by and on behalf of the Company and its affiliates and subsidiaries and that they shall be third-party beneficiaries hereof, having all rights to enforce this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to any principles regarding conflict of laws that would result in the application of the laws of any other jurisdiction.

15. Jurisdiction and Venue. Any litigation or other court proceedings with respect to any matter arising from or in connection with this Agreement shall be conducted in the federal or state courts in New York County in the State of New York. The parties hereby irrevocably and unconditionally submit to exclusive jurisdiction of the courts of the State of New York located in the County of New York and of the United States District Court for the State of New York located in the Southern District of Manhattan for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court). You hereby irrevocably and unconditionally waive any objection which you may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of New York located in the County of New York or the United States District Court for the State of New York located in the Southern District of Manhattan, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court any defense based on forum non conveniens.

16. Entire Agreement. This Agreement sets forth the entire agreement between the parties as of the date hereof with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties.

17. Amendments, Waivers and Modifications. The agreements set forth herein may only be waived or modified by an agreement in writing signed on behalf of the parties hereto. If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby. The parties acknowledge and agree that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

18. Counterparts. This Agreement may be signed in one or more counterparts (including by facsimile or email in portable document or other electronic image format), each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

19. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

If you agree to the terms set forth in this Agreement, please have a duly authorized person countersign this Agreement on your behalf and return it to the Company at your earliest convenience.

Sincerely,

BREEZE-EASTERN CORPORATION

/s/ Mark McMillin

Mark McMillin

General Counsel and Corporate Secretary

ACCEPTED AND AGREED BY:

TRANSDIGM GROUP INCORPORATED

/s/ Bernt Iversen, II

Bernt Iversen, II

EVP – Business Development and Mergers & Acquisitions

Date: September 1, 2015