
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 7, 2007**

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

333-130483

(Commission File Number)

51-0484716

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

1301 East 9th Street, Suite 3710, Cleveland, Ohio 44114

(216) 706-2939

(Address of principal executive offices and telephone number)

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

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

Issuance and Sale of New Notes and Execution of Second Supplemental Indenture

On February 7, 2007, TransDigm Inc. ("TransDigm"), a wholly-owned subsidiary of TransDigm Group Incorporated ("TD Group"), issued and sold \$300 million aggregate principal amount of its 7 ³/₄% Senior Subordinated Notes due 2014 (the "New Notes") to Credit Suisse Securities (USA) LLC and Lehman Brothers Inc. (the "Initial Purchasers"). The New Notes were issued by TransDigm pursuant to that certain Indenture, dated as of June 23, 2006 (as supplemented from time to time, the "Indenture"), by and among TD Group, TransDigm, the subsidiaries of TransDigm named therein and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"). The terms of the New Notes are substantially identical to the terms of the 7 ³/₄% Senior Subordinated Notes due 2014 that were issued and sold by TransDigm on June 23, 2006 pursuant to the terms of the Indenture (the "Existing Notes") and, together with the New Notes, the "Notes"). The New Notes will be treated under the Indenture as a single class of notes with the Existing Notes, including for purposes of waivers, amendments, redemptions and offers to purchase. Certain material terms and conditions of the Indenture and the Notes were described in the Current Report on Form 8-K that was filed by TD Group with the Securities and Exchange Commission on June 28, 2006 (the "Prior 8-K"), and such description is incorporated herein by reference.

TransDigm used the proceeds from the issuance and sale of the New Notes, together with the proceeds from its borrowing pursuant to the Additional Term Loan (as defined in the Amendment (as defined below)) and a portion of its available cash balances to fund the ATI Acquisition (as defined below) and

to pay related transaction expenses.

As further described under Item 2.01 below, on February 7, 2007, TransDigm completed the ATI Acquisition. In connection with the consummation of the ATI Acquisition, and in accordance with the terms of the Indenture, TransDigm, TD Group, the subsidiaries of TransDigm named therein, ATI (as defined below) and its direct and indirect subsidiaries, Avtech Corporation, Transicoil Corp., West Coast Specialties, Inc. and Malaysian Aerospace Services, Inc. (such subsidiaries and ATI are collectively referred to herein as the “ATI Entities”) and the Trustee entered into that certain Second Supplemental Indenture to the Indenture (the “Supplemental Indenture”), dated as of February 7, 2007. Pursuant to the terms of the Supplemental Indenture, the ATI Entities agreed to become Guarantors (as defined in the Indenture) under the Indenture for all purposes thereof and to be bound by the terms applicable to Guarantors thereunder; accordingly, pursuant to the terms of the Supplemental Indenture, each of the ATI Entities agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding from time to time under the Indenture, including in respect of the New Notes.

The above summary of the Supplemental Indenture is qualified in its entirety by reference to the Supplemental Indenture, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Registration Rights Agreement for 7 ¾% Senior Subordinated Notes due 2014

On February 7, 2007, TransDigm, TD Group and the subsidiaries of TransDigm named therein (including the ATI Entities) entered into that certain Registration Rights Agreement (the “Registration Rights Agreement”) with the Initial Purchasers. Pursuant to the terms of the Registration Rights Agreement, TransDigm, TD Group and the subsidiaries of TransDigm named therein (including the ATI Entities) have agreed to, among other things, file with the Securities and Exchange Commission, within 180 days of the closing of the sale of the New Notes, a registration statement (the “Registration Statement”) to allow the holders of the New Notes to exchange the New Notes for registered notes with substantially identical terms as the New Notes and evidencing the same indebtedness of TransDigm as the New Notes. TransDigm, TD Group and the subsidiaries of TransDigm named therein (including the ATI Entities) are further obligated under the terms of the Registration Rights Agreement to use their reasonable best efforts to cause the Registration Statement to become effective under the Securities Act of 1933, as amended, within 270 days of the closing of the sale of the New Notes. If the foregoing obligations in respect of the Registration Statement are not complied with or if certain other events occur (as specified in the Registration Rights Agreement), TransDigm may be required to pay additional interest, as calculated in the Registration Rights Agreement, with respect to the New Notes.

The above summary of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Amendment to the Credit Agreement

In connection with the ATI Acquisition, TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse, as administrative agent and collateral agent, and the other agents and lenders named therein entered into Amendment No. 1, Consent and Agreement (the “Amendment”), dated as of January 25, 2007, to the Credit Agreement, dated as of June 23, 2006 (the “Credit Agreement”), among TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse and the other agents and lenders named therein.

Pursuant to the terms of the Amendment, on February 7, 2007, each Additional Term Lender (as defined in the Amendment) made an Additional Term Loan (as defined in the Amendment) to TransDigm in an aggregate principal amount of \$130 million. As disclosed above, TransDigm used the proceeds from the Additional Term Loan, together with the proceeds from the issuance and sale of the New Notes and a portion of its available cash balances to fund the ATI Acquisition and to pay related transaction expenses. The Additional Term Loan is governed by the terms of the Credit Agreement, as amended by the Amendment. Certain material terms and conditions of the Credit Agreement were described in the Prior 8-K, and such description is incorporated herein by reference.

In addition, pursuant to the terms of the Amendment, and effective as of the closing date of the ATI Acquisition, the Revolving Credit Commitment (as defined in the Credit Agreement) was increased by \$50 million, resulting in an aggregate Revolving Credit Commitment under the Credit Agreement of \$200 million, of which approximately \$198.8 million is available as of the

date hereof. In addition, pursuant to the terms of the Amendment, the uncommitted incremental term loan facility under the Credit Agreement was increased from \$250 million to \$300 million.

The Amendment also provided for a modification to the terms of the secured debt covenant that is contained in the Credit Agreement. Under the terms of the Credit Agreement, the ratio (the “Secured Debt Ratio”) of (a) total indebtedness of TransDigm on a consolidated basis on the applicable determination date that is secured by first-priority liens on the same collateral as the collateral securing the indebtedness outstanding under the Credit Agreement to (b) Consolidated EBITDA (as defined in the Credit Agreement) for a period of four consecutive fiscal quarters most recently ended on or prior to the applicable determination date may not be greater than certain specified ratios. Pursuant to the terms of the Amendment, the Secured Debt Ratio was modified as follows: (i) for the period from June 30, 2006 through December 31, 2006, the Secured Debt Ratio may not be greater than 4.75 to 1.00; (ii) for the period from January 1, 2007 through September 30, 2007, the Secured Debt Ratio may not be greater than 5.50 to 1.00; (iii) for the period from October 1, 2007 through June 30, 2008, the Secured Debt Ratio may not be greater than 5.25 to 1.00; (iv) for the period from July 1, 2008 through December 31, 2008, the Secured Debt Ratio may not be greater than 4.75 to 1.00; and (v) after December 31, 2008, the Secured Debt Ratio may not be greater than 4.50 to 1.00.

The above summary of the Amendment is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.3 and incorporated herein by reference.

Joinder Agreement and Supplement to Guarantee and Collateral Agreement

In connection with the consummation of the ATI Acquisition, and in accordance with the terms of the Credit Agreement and the related Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm, TD Group, Credit Suisse, as administrative agent and collateral agent, and the other parties named therein (as supplemented from time to time, the “Guarantee and Collateral Agreement”), the ATI Entities and Credit Suisse entered into (x) Supplement No. 2 to the Guarantee and Collateral Agreement (“Supplement No. 2”) and (y) a Joinder Agreement to the Credit Agreement (the “Joinder Agreement”). Pursuant to the terms of Supplement No. 2, the ATI Entities agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Credit Agreement from time to time, including in respect of the Additional Term Loan. In addition, under the terms of Supplement No. 2, the ATI Entities pledged substantially all of their assets to secure their guaranteed obligations under the Credit Agreement. Pursuant to the terms of the Joinder Agreement, each ATI Entity has agreed that it will be deemed to be a “Loan Party” and a “Loan Guarantor” for all purposes of the Credit Agreement.

The above summary of Supplement No. 2 and the Joinder Agreement is qualified in its entirety by reference to Supplement No. 2 and the Joinder Agreement, which are attached hereto as Exhibits 10.4 and 10.5, respectively, and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

On February 7, 2007, pursuant to the terms and that certain Agreement and Plan of Merger, dated as of January 9, 2007 (the “Merger Agreement”), among TransDigm, Project Coffee Acquisition Co. (“Merger Sub”) and Aviation Technologies, Inc. (“ATI”), Merger Sub

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merged with and into ATI, with ATI continuing as the surviving corporation and a wholly-owned subsidiary of TransDigm (the “ATI Acquisition”). The purchase price paid by TransDigm in connection with this transaction was approximately \$430 million. A copy of the Merger Agreement was filed by TD Group with the Securities and Exchange Commission on a Current Report on Form 8-K on January 10, 2007. ATI, which is based in Seattle, WA, supplies innovative aerospace products to a diverse fleet of commercial and military aircraft, including the entire fleet of Boeing commercial aircraft, the Airbus A380 and A320, Embraer and Canadair regional jets as well as a broad range of business jets. Prior to the ATI Acquisition, the stock of ATI was held primarily by Odyssey Investment Partners (“Odyssey”) and related parties.

As previously disclosed, Odyssey was the principal owner of TransDigm prior to July 2003. Based on their working relationship with Odyssey arising from Odyssey’s investment in TransDigm, Mr. W. Nicholas Howley, Chairman and Chief Executive Officer of TransDigm Group, and Mr. Douglas Peacock, a director of TransDigm Group, co-invested with Odyssey in ATI in 2003. Each of Mr. Howley and Mr. Peacock indirectly owned less than one-half of 1% of ATI’s outstanding equity on a fully diluted basis. In addition, because of their working relationship and their expertise in the aerospace industry, Odyssey asked both Mr. Howley and Mr. Peacock to serve on ATI’s board of directors. Prior to the ATI Acquisition, Mr. Howley and Mr. Peacock were directors of ATI commencing in 2003, and Mr. Peacock served as ATI’s Chairman during that time. Due to the relationship of Mr. Howley and Mr. Peacock with ATI, the ATI Acquisition was evaluated and recommended by a special committee of disinterested directors of the board of directors of TD Group. In addition, Messrs. Howley and Peacock abstained from the vote of the full board of directors of TD Group in approving the transaction.

Item 2.03 Creation of a Direct Financial Obligation

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

Item 8.01 Other Events

On February 7, 2007, TransDigm issued a press release announcing the consummation of the ATI Acquisition. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

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Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are being filed with this Current Report on Form 8-K:

- 10.1 Second Supplemental Indenture, dated as of February 7, 2007, among TransDigm Inc., TransDigm Group Incorporation, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
- 10.2 Registration Rights Agreement, dated as of February 7, 2007, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse Securities (USA) LLC and Lehman Brothers Inc., as the initial purchasers.
- 10.3 Amendment No. 1, Consent and Agreement, dated as of January 25, 2007, to the Credit Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein, Credit Suisse, as administrative agent

and collateral agent, and the other agents and lenders named therein.

- 10.4 Supplement No. 2, dated as of February 7, 2007, among Aviation Technologies, Inc., the subsidiaries of Aviation Technologies, Inc. named therein and Credit Suisse, as collateral agent and administrative agent, to the Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse, as administrative agent and collateral agent.
- 10.5 Joinder Agreement, dated as of February 7, 2007, among Aviation Technologies, Inc., the subsidiaries of Aviation Technologies, Inc. named therein and Credit Suisse, as agent.
- 99.1 Press Release of TransDigm Group Incorporated, dated February 7, 2007.

SIGNATURE

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

Dated: February 12, 2007

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief
Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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10.4	Supplement No. 2, dated as of February 7, 2007, among Aviation Technologies, Inc., the subsidiaries of Aviation Technologies, Inc. named therein and Credit Suisse, as collateral agent and administrative agent, to the Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse, as administrative agent and collateral agent.
10.5	Joinder Agreement, dated as of February 7, 2007, among Aviation Technologies, Inc., the subsidiaries of Aviation Technologies, Inc. named therein and Credit Suisse, as agent.
99.1	Press Release of TransDigm Group Incorporated, dated February 7, 2007.

TRANSDIGM INC.,
 TRANSDIGM GROUP INCORPORATED,
 THE GUARANTORS named herein
 and
 THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of February 7, 2007

To

Indenture Dated as of June 23, 2006

by and among

TRANSDIGM INC.,
 TRANSDIGM GROUP INCORPORATED,
 the GUARANTORS named therein and
 THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

7-3/4% Senior Subordinated Notes due 2014

of TransDigm Inc.

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "SUPPLEMENTAL INDENTURE"), dated as of February 7, 2007, among Aviation Technologies, Inc., a Delaware corporation ("ATI"), Avtech Corporation, a Washington corporation ("AVTECH"), Transcoil Corp., a Delaware corporation ("TRANSICOIL"), West Coast Specialties, Inc., a Washington corporation ("WEST COAST"), Malaysian Aerospace Services, Inc., a Delaware corporation ("MALAYSIAN" and, together with ATI, Avtech, Transcoil and West Coast, the "GUARANTEEING SUBSIDIARIES"), TransDigm Inc., a Delaware corporation (the "COMPANY"), TransDigm Group Incorporated, a Delaware corporation ("TD GROUP"), Adams Rite Aerospace, Inc., a California corporation ("ADAMS RITE"), ZMP, Inc., a California corporation ("ZMP"), MarathonNorco Aerospace, Inc., a Delaware corporation ("MARATHON"), Christie Electric Corp., a California corporation ("CHRISTIE"), Champion Aerospace Inc., a Delaware corporation ("CHAMPION"), AVIONIC INSTRUMENTS INC., a Delaware corporation ("AVIONIC"), DAC Realty Corp., a New Jersey corporation ("DAC"), Skurka Aerospace Inc., a Delaware corporation ("SKURKA"), SWEENEY ENGINEERING CORP., a California corporation ("SWEENEY"), and CDA InterCorp., a Florida corporation ("CDA" and, together with TD Group, Adams Rite, ZMP, Marathon, Christie, Champion, Avionic, DAC, Skurka and Sweeney, the "EXISTING GUARANTORS"), and The Bank of New York Trust Company, N.A., as trustee under the indenture referred to below (the "TRUSTEE").

W I T N E S S E T H

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as supplemented by the First Supplemental Indenture thereto, dated as of November 2, 2006, the "INDENTURE"), dated as of June 23, 2006, providing for the issuance by the Company of 7-3/4% Senior Subordinated Notes due 2014 (the "NOTES") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. GUARANTEE, ETC. The Guaranteeing Subsidiaries hereby agree that from and after the date hereof they shall each be a Guarantor under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.

3. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

4. EXECUTION AND DELIVERY. The Guaranteeing Subsidiaries agree that the Subsidiary Guarantee granted by each of them pursuant to the terms hereof shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiaries (or any successor entity) (other than the Company or the Existing Guarantors), as such, shall have any liability for any obligations of the Company, TD Group, the Guaranteeing Subsidiaries or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

6. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE SUBSIDIARY GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

7. COUNTERPART ORIGINALS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

8. EFFECT OF HEADINGS. The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

9. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

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

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

TRANSDIGM INC.

By: /s/ Gregory Rufus
Name: Gregory Rufus
Title: VP and Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus
Name: Gregory Rufus
Title: VP and Chief Financial Officer

ADAMS RITE AEROSPACE, INC.

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

ZMP, INC.

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

MARATHONNORCO AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Asst. Secretary

CHRISTIE ELECTRIC CORP.

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

CHAMPION AEROSPACE, INC.

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

Second Supplemental Indenture

AVIONIC INSTRUMENTS, INC.

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

DAC REALTY CORP.

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

SKURKA AEROSPACE INC.

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

SWEENEY ENGINEERING CORP.

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

CDA INTERCORP.

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

AVIATION TECHNOLOGIES, INC.

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

AVTECH CORPORATION

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

TRANSICOIL CORP.

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

WEST COAST SPECIALTIES, INC.

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

MALAYSIAN AEROSPACE SERVICES, INC.

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

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Trustee

By: /s/ Roxanne Ellwanger
Name: Roxanne Ellwanger
Title: Assistant Vice President

\$300,000,000**TRANSDIGM INC.****7¾% Senior Subordinated Notes due 2014****REGISTRATION RIGHTS AGREEMENT**

February 7, 2007

CREDIT SUISSE SECURITIES (USA) LLC (“**Credit Suisse**”)
 LEHMAN BROTHERS INC. (“**Lehman**”)

As representatives of the several initial purchasers

c/o Credit Suisse Securities (USA) LLC
 Eleven Madison Avenue,
 New York, N.Y. 10010-3629

and

c/o Lehman Brothers Inc.
 745 Seventh Avenue
 New York, N.Y. 10019

Dear Sirs:

TransDigm Inc., a Delaware corporation (the “**Issuer**”), proposes to issue and sell to the several initial purchasers (collectively, the “**Initial Purchasers**”) listed on Schedule A to a purchase agreement, dated January 31, 2007 (the “**Purchase Agreement**”), upon the terms set forth in such Purchase Agreement, \$300,000,000 aggregate principal amount of its 7¾% Senior Subordinated Notes due 2014 (the “**Initial Securities**”) to be unconditionally guaranteed (the “**Guarantees**”) by TransDigm Group Incorporated and the subsidiaries of the Issuer listed on Schedule I hereto (such subsidiaries are hereinafter collectively referred to as the “**Company Guarantors**”) and, immediately following the Merger (as defined in the Purchase Agreement), by the parties listed on Schedule II hereto (the “**ATI Guarantors**”). TransDigm Group Incorporated, the Company Guarantors and the ATI Guarantors are collectively referred to herein as the “**Guarantors**” and the Issuer and the Guarantors are collectively referred to herein as the “**Company**”. The Initial Securities will be issued as additional securities under the Indenture, dated as of June 23, 2006 (as supplemented from time to time, the “**Indenture**”), among the Issuer, the Guarantors and The Bank of New York Trust Company, N.A., a national banking association, as trustee (the “**Trustee**”). As an inducement to the Initial Purchasers, the Company agrees with the Initial Purchasers, for the benefit of the holders of the Initial Securities (including, without limitation, the Initial Purchasers), the Exchange Securities (as defined below) and the Private Exchange Securities (as defined below) (collectively the “**Holders**”), as follows:

1. *Registered Exchange Offer.* The Company shall, at its own cost, prepare and, not later than 180 days (or if the 180th day is not a business day, the first business day thereafter) after the date of original issue of the Initial Securities (the “**Issue Date**”), file with the Securities and Exchange Commission (the “**Commission**”) a registration statement (the “**Exchange Offer Registration Statement**”) on an appropriate form under the Securities Act of 1933, as amended (the “**Securities Act**”), with respect to a

proposed offer (the “**Registered Exchange Offer**”) to the Holders of Transfer Restricted Securities (as defined in Section 6(d) hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Initial Securities, an equal aggregate principal amount of debt securities (the “**Exchange Securities**”) of the Issuer issued under the Indenture and identical in all material respects to the Initial Securities (except for the transfer restrictions relating to the Initial Securities and the provisions relating to the matters described in Section 6 hereof) that would be registered under the Securities Act. The Company shall use its reasonable best efforts to cause such Exchange Offer Registration Statement to become effective under the Securities Act within 270 days (or if the 270th day is not a business day, the first business day thereafter) after the Issue Date and shall keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Registered Exchange Offer is mailed to the Holders (such period being called the “**Exchange Offer Registration Period**”).

If the Company effects the Registered Exchange Offer, the Company will be entitled to close the Registered Exchange Offer 30 days after the commencement thereof provided that the Company has accepted all the Initial Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer.

As soon as practicable after the declaration of the effectiveness of the Exchange Offer Registration Statement, the Company shall commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities (as defined in Section 6(d) hereof) electing to exchange the Initial Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Company within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder’s business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States.

The Company acknowledges that, pursuant to current interpretations by the Commission’s staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder which is a broker-dealer electing to exchange Initial Securities, acquired for its own account as a result of market making activities or other trading activities, for Exchange Securities (an “**Exchanging Dealer**”), is required to deliver a prospectus containing the

information set forth in (a) Annex A hereto on the cover, (b) Annex B hereto in the “Exchange Offer Procedures” section and the “Purpose of the Exchange Offer” section, and (c) Annex C hereto in the “Plan of Distribution” section of such prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Exchange Securities acquired in exchange for Initial Securities constituting any portion of an unsold allotment is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Company shall use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; provided, however, that (i) in the case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer or an Initial Purchaser, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below) and (ii) the Company shall make such prospectus and any amendment or supplement thereto, available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period of not less than 180 days after the consummation of the Registered Exchange Offer.

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Initial Securities acquired by it as part of its initial distribution, the Company, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the “Private Exchange”) for the Initial Securities held by such Initial Purchaser, an equal principal amount of debt securities of the Company issued under the Indenture and identical in all material respects (including the existence of restrictions on transfer under the Securities Act and the securities laws of the several states of the United States, but excluding provisions relating to the matters described in Section 6 hereof) to the Initial Securities (the “Private Exchange Securities”). The Initial Securities, the Exchange Securities and the Private Exchange Securities are herein collectively called the “Securities”.

In connection with the Registered Exchange Offer, the Company shall:

- (a) mail, or cause to be mailed, to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;
- (b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;
- (c) utilize the services of a depository for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;
- (d) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and
- (e) otherwise comply in all material respects with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Company shall:

- (x) accept for exchange all the Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;
- (y) deliver to the Trustee for cancellation all the Initial Securities so accepted for exchange; and
- (z) cause the Trustee to authenticate and deliver promptly to each Holder of the Initial Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Initial Securities of such Holder so accepted for exchange.

The Indenture provides that the Exchange Securities are not subject to the transfer restrictions set forth in the Indenture and that all the Securities vote and consent together on all matters as one class and that none of the Securities have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Security and Private Exchange Security issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Initial Securities surrendered in exchange therefor or, if no interest has been paid on the Initial Securities, from January 15, 2007.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Company that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an “affiliate,” as defined in Rule 405 of the Securities Act, of the Company or if it is an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Company will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. *Shelf Registration.* If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Company is not permitted to effect a Registered Exchange Offer, as contemplated by Section 1 hereof, (ii) the Registered Exchange Offer is not consummated within 310 days of the Issue Date, (iii) any Initial Purchaser so requests with respect to the Initial Securities (or the Private Exchange Securities) not eligible to be exchanged for Exchange Securities in the Registered Exchange Offer and held by it following consummation of the Registered Exchange Offer or (iv) any Holder (other than an Exchanging Dealer) is not eligible to participate in the Registered Exchange Offer or, in the case of any Holder (other than an Exchanging Dealer) that participates in the Registered Exchange Offer, such Holder does not receive freely tradeable Exchange Securities on the date of the exchange and any such Holder so requests, the Company shall take the following actions:

(a) The Company shall, at its cost, as promptly as practicable (but in no event more than 60 days after so required or requested pursuant to this Section 2) file with the Commission and thereafter shall use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) a registration statement (the “Shelf Registration Statement” and, together with the Exchange Offer Registration Statement, a “Registration Statement”) on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 6(d) hereof) by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the “Shelf Registration”), it being agreed that in the case the Company is filing a Shelf Registration Statement due to (x) the occurrence of the events specified in clause (i) of this Section 2, the Company shall use its reasonable best efforts to have such Shelf Registration Statement declared effective on or prior to the 270th day after the Issue Date or (y) the occurrence of the events specified in clause (ii), (iii) or (iv) of this Section 2, the Company shall use its reasonable best efforts to have such Shelf Registration Statement declared effective on or prior to the 60th day after the date on which the Shelf Registration Statement is required to be filed; provided, however, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

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(b) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, for a period of two years (or for such longer period if extended pursuant to Section 3(j) below) from the Issue Date or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement (i) have been sold pursuant thereto or (ii) are no longer restricted securities (as defined in Rule 144 under the Securities Act, or any successor rule thereof). The Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless such action is required by applicable law.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. *Registration Procedures.* In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Registered Exchange Offer or the Shelf Registration Statement, the Company shall use its best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include the information set forth in Annex A hereto on the cover, in Annex B hereto in the “Exchange Offer Procedures” section and the “Purpose of the Exchange Offer” section and in Annex C hereto in the “Plan of Distribution” section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled “Plan of Distribution,” reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential “underwriter” status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a “Participating Broker-Dealer”), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include in the prospectus included in the Shelf Registration Statement (or, if permitted by Commission Rule 430B(b), in a prospectus supplement that becomes a part thereof pursuant to Commission Rule 430B(f)) that is delivered to any Holder pursuant to Section 3(d)

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and (f), the names of the Holders, who propose to sell Securities pursuant to the Shelf Registration Statement, as selling securityholders.

(b) The Company shall give written notice to the Initial Purchasers, the Holders of the Securities and any Participating Broker-Dealer from whom the Company has received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, of the issuance by the Commission of a notification of objection to the use of the form on which the Registration Statement has been filed, and of the happening of any event that causes the Company to become an “ineligible issuer,” as defined in Commission Rule 405.

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Company to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Company shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment or supplement thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference). The Company shall not, without the prior consent of the Initial Purchasers, make any offer relating to the Securities that would constitute a “free writing prospectus,” as defined in Commission Rule 405.

(e) The Company shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests in writing, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder so requests, all exhibits thereto (including those incorporated by reference).

(f) The Company shall, during the period of effectiveness of the Shelf Registration Statement, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary

prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request in writing. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Company shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities pursuant to any Registration Statement, the Company shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or “blue sky” laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things reasonably necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; provided, however, that the Company shall not be required to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified as of the date hereof or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject as of the date hereof.

(i) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Company is required to maintain an effective Registration Statement, the Company shall promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the

Securities or purchasers of Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j). During the period during which the

Company is required to maintain an effective Shelf Registration Statement pursuant to this Agreement, the Company will prior to the three-year expiration of that Shelf Registration Statement file, and use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) within a period that avoids any interruption in the ability of Holders of Securities covered by the expiring Shelf Registration Statement to make registered dispositions, a new registration statement relating to the Securities, which shall be deemed the "Shelf Registration Statement" for purposes of this Agreement.

(k) Not later than the effective date of the applicable Registration Statement, the Company will provide a CUSIP number for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, and provide the applicable trustee with printed certificates for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Company will comply in all material respects with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earning statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Company may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of the Securities as the Company may from time to time reasonably require for inclusion in the Shelf Registration Statement, and the Company may exclude from such registration the Securities of any Holder that unreasonably fails to furnish such information within a reasonable time after receiving such request.

(o) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Company shall (i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof.

(q) In the case of any Shelf Registration, the Company, if requested by any Holder of Securities covered thereby, shall cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement (it being agreed that the matters to be covered by such opinion shall include, without limitation, the due incorporation and good standing of the Company; the qualification of the Company to transact business as foreign corporations; the due authorization, execution and delivery of the relevant agreement of the type referred to in Section 3(o) hereof; the due authorization, execution, authentication and issuance, and the validity and enforceability, of the applicable Securities; the absence of material legal or governmental proceedings involving the Company; the absence of governmental approvals required to be obtained in connection with the Shelf Registration Statement, the offering and sale of the applicable Securities, or any agreement of the type referred to in Section 3(o) hereof; the compliance in all material respects, as to form of such Shelf Registration Statement and any documents incorporated by reference therein and of the Indenture with the requirements of the Securities Act and the Trust Indenture Act, respectively; and (A) as of the date of the opinion and as of the effective date of the Shelf Registration Statement or most recent post-effective amendment thereto, as the case may be, the absence, to the knowledge of such counsel, from such Shelf Registration Statement and the prospectus included therein, as then amended or supplemented, and from any documents incorporated by reference therein and (B) as of an applicable time identified by such Holders or managing underwriters, the absence, to the knowledge of such counsel, from such prospectus taken together with any other documents identified by such Holders or managing underwriters, in the case of (A) and (B), of an untrue statement of a material fact or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any such documents, in the light of the

circumstances existing at the time that such documents were filed with the Commission under the Exchange Act); (ii) its officers to execute and deliver all customary documents and certificates and updates thereof reasonably requested by any underwriters of the applicable Securities and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Company shall cause (i) its counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Section 7(e) of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Registration Statement to deliver to such Initial Purchaser or such Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 7(a) and (b) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Initial Securities by Holders to the Company (or to such other Person as directed by the Company) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Company shall mark, or caused to be marked, on the Initial Securities so exchanged that such Initial Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Initial Securities be marked as paid or otherwise satisfied.

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(t) The Company will use its reasonable best efforts to (a) if the Initial Securities have been rated prior to the initial sale of such Initial Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Initial Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or “assist in the distribution” (within the meaning of the Conduct Rules (the “Rules”) of the National Association of Securities Dealers, Inc. (“NASD”)) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Company will assist such broker-dealer in complying with the requirements of such Rules, including, without limitation, by (i) if such Rules, including Rule 2720, shall so require, engaging a “qualified independent underwriter” (as defined in Rule 2720) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules.

(v) The Company shall use its reasonable best efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

4. *Registration Expenses.* The Company shall bear all fees and expenses incurred by it in connection with the performance of its obligations under Sections 1 through 3 hereof and shall also pay the reasonable fees and expenses, if any, of Cravath, Swaine & Moore LLP, counsel for the Initial Purchasers, incurred in connection with the Registered Exchange Offer, whether or not the Registered Exchange Offer is filed or becomes effective, and, in the event a Shelf Registration Statement is required to be filed hereunder, shall bear or reimburse the Holders of the Securities covered thereby for the reasonable fees and disbursements of one firm of counsel designated by the Holders of a majority in principal amount of the Initial Securities covered thereby to act as counsel for the Holders of the Initial Securities in connection therewith.

5. *Indemnification.* (a) The Company agrees to indemnify and hold harmless each Holder of the Securities, any Participating Broker-Dealer and each person, if any, who controls such Holder or such Participating Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the “Indemnified Parties”) from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or “issuer free writing prospectus,” as defined in Commission Rule 433 (“Issuer FWP”), relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue

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statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration Statement, the indemnity agreement

contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered (including through satisfaction of the conditions of Commission Rule 172) by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not conveyed to such person, at or prior to the time of the sale of such Securities to such person, an amended or supplemented prospectus or, if permitted by Section 3(d), an Issuer FWP correcting such untrue statement or omission or alleged untrue statement or omission if the Company had previously furnished copies thereof to such Holder or Participating Broker-Dealer; provided further, however, that this indemnity agreement will be in addition to any liability which the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which such Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an Indemnified Party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such Indemnified Party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under subsection (a) or (b) above. In case any such action is brought against any Indemnified Party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the indemnifying party), and after notice from the indemnifying party to such Indemnified Party of its election so to assume the defense thereof the indemnifying party will not be liable to such Indemnified Party under this Section 5 for any legal or other

expenses, other than reasonable costs of investigation, subsequently incurred by such Indemnified Party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened action in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an Indemnified Party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the Indemnified Party on the other from the exchange of the Securities, pursuant to the Registered Exchange Offer, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the Indemnified Party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Holder or such other Indemnified Party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages which such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such Indemnified Party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such Indemnified Party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any Indemnified Party.

6. *Additional Interest Under Certain Circumstances.* (a) Additional interest (the "Additional Interest") with respect to the Initial Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (v) below a "Registration Default"):

(i) If on or prior to August 6, 2007, the Exchange Offer Registration Statement has not been filed with the Commission;

(ii) If the Company is required to file a Shelf Registration Statement pursuant to the terms of Section 2(a) above, the Shelf Registration Statement has not been filed with the

Commission on or prior to the 60th day after the date on which the obligation to file such Shelf Registration Statement arises, determined in accordance with the terms of Section 2(a) above;

(iii) If on or prior to November 5, 2007, neither the Registered Exchange Offer nor, if required in lieu thereof, the Shelf Registration Statement, is declared effective by the Commission;

(iv) if the Exchange Offer is not consummated on or before the 40th day after the Exchange Offer Registration Statement is declared effective or, if obligated to file a Shelf Registration Statement pursuant to the terms of Section 2(a) above, the Shelf Registration Statement is not declared effective on or prior to the 60th day after the date of the filing of the Shelf Registration Statement; or

(v) If after either the Exchange Offer Registration Statement or the Shelf Registration Statement is declared (or becomes automatically) effective (A) such Registration Statement thereafter ceases to be effective; or (B) such Registration Statement or the related prospectus ceases to be usable (except as permitted in paragraph (b) immediately below) in connection with resales of Transfer Restricted Securities during the periods specified herein because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder, or (3) such Registration Statement is a Shelf Registration Statement that has expired before a replacement Shelf Registration Statement has become effective.

Additional Interest shall accrue on the Initial Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of \$0.05 per week per \$1,000 principal amount of the Initial Securities for the first 90-day period immediately following the occurrence of a Registration Default, and such rate will increase by an additional \$0.05 per week per \$1,000 principal amount of the Initial Securities with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum additional interest rate of 1.0% per annum.

(b) A Registration Default referred to in Section 6(a)(v)(B) hereof shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus if (i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events with respect to the Company that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such material events; provided, however, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to clause (i), (ii), (iii), (iv) or (v) of Section 6(a) above will be payable in cash on the regular interest payment dates with respect to the Initial Securities. The amount of Additional Interest will be determined on the basis of the number of days that Additional Interest is payable hereunder and on the basis of a 360-day year comprised of twelve 30-day months.

(d) "Transfer Restricted Securities" means each Security until (i) the date on which such Transfer Restricted Security has been exchanged by a person other than a broker-dealer for a freely transferable

Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of an Initial Security for an Exchange Security, the date on which such Exchange Security is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (iii) the date on which such Transfer Restricted Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (iv) the date on which such Transfer Restricted Security is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

7. *Rules 144 and 144A.* So long as it is required to do so by the Indenture, the Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the request of any Holder of Initial Securities, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Company covenants that it will take such further action as any Holder of Initial Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Initial Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Company will provide a copy of this Agreement to prospective purchasers of Initial Securities identified to the Company by the Initial Purchasers upon written request. Upon the written request of any Holder of Initial Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

8. *Underwritten Registrations.* If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("Managing Underwriters") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. *Miscellaneous.*

(a) *Amendments and Waivers.* The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the Holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents.

(b) *Notices.* All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Company.

(2) if to the Initial Purchasers:

c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue

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New York, NY 10010-3629
Fax No.: (212) 325-4296
Attention: Transactions Advisory Group

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Fax No.: (212) 474-1000
Attention: Damien R. Zoubek

(3) if to the Company:

TransDigm Inc.
1301 East 9th Street, Suite 3710
Cleveland, OH 44114
Fax No.: (216) 706-2937
Attention: Chief Financial Officer

with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Fax No.: 212-728-9214
Attention: Cristopher Greer

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(c) *No Inconsistent Agreements.* The Company has not, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(d) *Successors and Assigns.* This Agreement shall be binding upon the Company and its successors and assigns.

(e) *Counterparts.* This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts (including by facsimile or electronic image scan), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Upon consummation of the Merger (as defined in the Purchase Agreement), each ATI Guarantor will execute a counterpart to this Agreement in the form set forth in Exhibit A.

(f) *Headings.* The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

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(g) *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(h) *Severability.* If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(i) *Securities Held by the Company.* Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the several Initial Purchasers and the Company in accordance with its terms.

Very truly yours,

TRANSDIGM INC.

By: /s/ Gregory Rufus
Name: Gregory Rufus
Title: Executive Vice President and Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

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

AVIONIC INSTRUMENTS INC.

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

SKURKA AEROSPACE INC.

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

DAC REALTY CORP.

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

CHAMPION AEROSPACE INC.

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

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MARATHONNORCO AEROSPACE INC.

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

ZMP, INC.

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

ADAMS RITE AEROSPACE, INC.

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

CHRISTIE ELECTRIC CORP.

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

SWEENEY ENGINEERING CORP.

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

CDA INTERCORP.

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

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The foregoing Registration
Rights Agreement is hereby confirmed
and accepted as of the date first
above written.

Credit Suisse Securities (USA) LLC

By: /s/ Edward M. Yorke
Name: Edward M. Yorke
Title: Managing Director

Lehman Brothers Inc.

By: /s/ Stephen Mehos
Name: Stephen Mehos
Title: Managing Director

*Acting on behalf of themselves
and as representatives of
the Initial Purchasers*

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ANNEX A

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See “Plan of Distribution.”

Each broker-dealer that receives Exchange Securities for its own account in exchange for Initial Securities, where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See “Plan of Distribution.”

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a Prospectus in connection with any resale of such Exchange Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until [], 20[], all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.(1)

(1) In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer prospectus.

The Company will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all of its expenses incident to the Exchange Offer and the reasonable expenses of one counsel for the Holders of the Securities other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

o CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____
 Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

Name of Subsidiary	State or Jurisdiction of Incorporation
MarathonNorco Aerospace, Inc.	Delaware
ZMP, Inc.	California
Adams Rite Aerospace, Inc.	California
Champion Aerospace Inc.	Delaware
Christie Electric Corp.	California
Avionic Instruments, Inc.	Delaware
Skurka Aerospace Inc.	Delaware
DAC Realty Corp.	New Jersey
Sweeney Engineering Corp.	California

SCHEDULE II

Name of Subsidiary	State or Jurisdiction of Incorporation
Aviation Technologies, Inc.	Delaware
Avtech Corporation	Washington
Transicoil Corporation	Delaware
West Coast Specialties, Inc.	Washington
Malaysia Aerospace Services, Inc.	Delaware

EXHIBIT A

COUNTERPART TO THE REGISTRATION RIGHTS AGREEMENT
TO BE EXECUTED BY THE ATI GUARANTORS

COUNTERPART TO THE REGISTRATION RIGHTS AGREEMENT

Upon consummation of the Acquisition (as defined in the Purchase Agreement), the undersigned hereby agrees to be bound by all the obligations of a Guarantor under the terms of the Registration Rights Agreement (the “Registration Rights Agreement”) dated February 7, 2007, among TransDigm Inc., TransDigm Group Incorporated, the Company Guarantors (as defined therein) and Credit Suisse Securities (USA) LLC and Lehman Brothers Inc., as representative for the Purchasers. The undersigned hereby also agrees that all references to “ATI Guarantor” and “Guarantor” in the Registration Rights Agreement shall include the undersigned and the undersigned shall be bound by all provisions of the Registration Rights Agreement containing such references. Capitalized terms used, but not defined, in this Counterpart to the Registration Rights Agreement shall have the meanings assigned to them in the Registration Rights Agreement.

Dated: February 7, 2007

AVIATION TECHNOLOGIES, INC.

each as a Guarantor,

By : _____
Name:
Title:

AMENDMENT NO. 1, CONSENT AND AGREEMENT dated as of January 25, 2007 (this "**Amendment**"), to the Credit Agreement dated as of June 23, 2006 (the "**Credit Agreement**"), among TRANSDIGM INC. (the "**Borrower**"), TRANSDIGM GROUP INCORPORATED ("**Holdings**"), each subsidiary of the Borrower from time to time party thereto, the Lenders (as defined therein) and CREDIT SUISSE, as administrative agent and collateral agent (in such capacities, the "**Agent**") for the Lenders.

- A. Pursuant to the Credit Agreement, the Lenders have extended, and have agreed to extend, credit to the Borrower.
- B. The Borrower has requested that (i) one or more Persons (including one or more existing Lenders) (all such Persons, "**Additional Term Lenders**") make term loans (the "**Additional Term Loans**") to the Borrower in an aggregate principal amount of \$130,000,000 and (ii) one or more Persons (including one or more existing Lenders) (all such Persons, "**Increasing Revolving Credit Lenders**") agree to provide additional Revolving Credit Commitments in an aggregate amount of \$50,000,000, in each case on the Acquisition Closing Date (as defined below) and subject to the terms and conditions set forth herein.
- C. The Borrower has further requested certain amendments to the Credit Agreement as set forth herein.
- D. The proceeds of the Additional Term Loans will be used by the Borrower on the Acquisition Closing Date, together with the proceeds of the issuance by the Borrower of \$300,000,000 in aggregate principal amount of senior subordinated notes (the "**Senior Subordinated Notes**") and cash on hand, to pay the purchase price for the acquisition (the "**Acquisition**") of Aviation Technologies, Inc. (the "**Company**") and related transaction costs (including the payment of fees and expenses in connection with the Acquisition and this Amendment).
- E. The Requisite Lenders (as defined below) are willing to agree to such amendments on the terms and subject to the conditions set forth herein.
- F. The Additional Term Loan Commitments and the additional Revolving Credit Commitments will not constitute Incremental Term Loan Commitments or Incremental Revolving Credit Commitments, respectively. The Incremental Term Loan Commitments and Incremental Revolving Credit Commitments will not be reduced as a result of this Amendment or the transactions contemplated hereby.
- G. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement.

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

SECTION 1. *Additional Term Loans and Additional Revolving Credit Commitments.* (a) Subject to the terms and conditions set forth herein and relying upon the representations and warranties set forth herein and in the other Loan Documents, each Additional Term Lender, effective upon (i) the Acquisition Closing Date and (ii) such Additional Term Lender entering into an Assumption Agreement substantially in the form attached hereto as Exhibit A (or such other form as shall be acceptable to the Borrower, the Agent and such Additional Term Lender) (an "**Assumption Agreement**"), hereby agrees, severally and not jointly, to make an Additional Term Loan to the Borrower on the Acquisition Closing Date in a principal amount not to exceed the commitment (the "**Additional Term Loan Commitment**") of such Additional Term Lender to make Additional Term Loans as set forth in the related Assumption Agreement (or in the Assignment and Acceptance pursuant to which such Additional Term Lender assumed its Additional Term Loan Commitment).

(b) The Borrower will use the proceeds of the Additional Term Loans only for the purposes specified in the recitals to this Amendment.

(c) Unless the context shall otherwise require, the term "Term Loans" as used in the Credit Agreement shall include the Additional Term Loans, the term "Term Loan Commitment" shall include the Additional Term Loan Commitments and the terms "Lenders" and "Term Lenders" shall include each Additional Term Lender. For purposes of determining the initial interest rate on the Additional Term Loans when made, the Additional Term Loans of each Additional Term Lender shall be allocated ratably to each outstanding Term Borrowing and shall bear interest at the same rate as the outstanding Term Borrowing to which such Additional Term Loans are allocated for the remainder of the then current Interest Period, notwithstanding any provision to the contrary contained in the Credit Agreement.

(d) Each Increasing Revolving Credit Lender, effective upon (i) the Acquisition Closing Date and (ii) such Increasing Revolving Credit Lender entering into an Assumption Agreement, hereby agrees that (x) in respect of each Increasing Revolving Credit Lender that is a Revolving Credit Lender immediately prior to the effective date specified in the related Assumption Agreement (the "**Increase Effective Date**"), such Increasing Revolving Credit Lender's Revolving Credit Commitment in effect immediately prior to the Increase Effective Date shall be increased by the amount specified for such Increasing Revolving Credit Lender in the related Assumption Agreement, and (y) in respect of each Increasing Revolving Credit Lender that is not a Revolving Credit Lender immediately prior to the Increase Effective Date, such Increasing Revolving Credit Lender's Revolving Credit Commitment shall be the amount specified for such Increasing Revolving Credit Lender in the related Assumption Agreement (in each case, as the same may change after the date thereof by assignments by or to such Lender in accordance with Section 9.04 of the Credit Agreement). All such additional Revolving Credit Commitments shall constitute "Revolving Credit Commitments" and all Increasing Revolving Credit Lenders shall constitute "Revolving Credit Lenders" and "Lenders", in each case for all purposes of the Credit Agreement and the other Loan Documents.

(e) In order to effectuate the increase in Revolving Credit Commitments contemplated hereby, each of the parties hereto hereby agrees that the Agent may take any and all actions as may be reasonably necessary to ensure that, after giving effect to any such increase in Revolving Credit Commitments, the outstanding Revolving Loans (if any) are held by the Revolving Credit Lenders in accordance with their new applicable Pro Rata Percentages. This may be accomplished at the discretion of the Agent, following consultation with the Borrower, (i) by requiring the outstanding Revolving Loans to be prepaid with the proceeds of a new Revolving Credit Borrowing to be made on any Increase Effective Date, (ii) by causing non-Increasing Revolving Credit Lenders to assign portions of their outstanding Revolving Loans to Increasing Revolving Credit Lenders or (iii) by any combination of the foregoing. Any prepayment or assignment described in this paragraph (e) shall be subject to Section 2.14 of the Credit Agreement, but shall otherwise be without premium or penalty.

SECTION 2. *Amendments.* (a) As of the Acquisition Closing Date, the definition of the term “Incremental Revolving Credit Amount” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference to “\$250,000,000” with a reference to “\$300,000,000”.

(b) As of the Acquisition Closing Date, the definition of the term “Incremental Term Loan Amount” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference to “\$250,000,000” with a reference to “\$300,000,000”.

(c) As of the Acquisition Closing Date, Section 2.09(a) of the Credit Agreement is hereby amended by replacing the reference to “September 30, 2007” with a reference to “September 30, 2008”.

(d) As of the Acquisition Closing Date, Section 6.14(a) of the Credit Agreement is hereby amended by replacing the table therein with the following table:

Date or Period	Ratio
June 30, 2006 through December 31, 2006	4.75 to 1.00
January 1, 2007 through September 30, 2007	5.50 to 1.00
October 1, 2007 through June 30, 2008	5.25 to 1.00
July 1, 2008 through December 31, 2008	4.75 to 1.00
Thereafter	4.50 to 1.00

(e) As of the Acquisition Closing Date, Section 5.11(f)(v) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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“the Loan Parties shall not be required to grant a security interest in any personal property of a type that would not constitute Pledged Collateral or Article 9 Collateral (each as defined in the Guarantee and Collateral Agreement) pursuant to Section 3.01 or Section 4.01 of the Guarantee and Collateral Agreement.”.

SECTION 3. *Representations and Warranties.* To induce the other parties hereto to enter into this Amendment, each Loan Party represents and warrants to the Agent, the Issuing Bank and each of the Lenders that, as of the Amendment Effective Date (as defined below):

(a) This Amendment has been duly authorized, executed and delivered by each Loan Party, and the Credit Agreement, as amended hereby, constitutes a legal, valid and binding obligation of each Loan Party party thereto, and this Amendment constitutes a legal, valid and binding obligation of each Loan Party.

(b) The representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the Amendment Effective Date with the same effect as though made on and as of the Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date).

(c) No Default or Event of Default has occurred and is continuing.

SECTION 4. *Effectiveness.* This Amendment shall become effective as of the date first set forth above on the date (the “**Amendment Effective Date**”) occurring on or prior to February 2, 2007, that:

(a) The Agent (or its counsel) shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Borrower, each Subsidiary Guarantor, the Agent and the Requisite Lenders. As used herein, the term “**Requisite Lenders**” shall mean (x) the Required Lenders and (y) the Required Revolving Lenders.

(b) The representations and warranties set forth in Sections 3(b) and (c) hereof shall be true and correct, and the Agent shall have received a certificate to that effect dated as of the Amendment Effective Date and executed by the chief financial officer of the Borrower.

(c) The Agent shall notify the Borrower and the Lenders of the effectiveness of this Amendment.

SECTION 5. *Conditions Precedent to Additional Term Loans and Additional Revolving Credit Commitments.* The obligations of the Additional Term Lenders to make Additional Term Loans and the Increasing Revolving Credit Lenders to provide additional Revolving Credit Commitments, as the case may be, on the closing date of the Acquisition (the “**Acquisition Closing Date**”), are subject to the satisfaction of each of the following conditions:

4

(a) This Amendment shall have become effective in accordance with Section 4 hereof.

(b) On the Acquisition Closing Date, the representations and warranties set forth in Section 3(b) hereof shall be true and correct as if made as of the Acquisition Closing Date; provided that this condition shall be deemed satisfied (other than with respect to the Specified Representations (as defined below)) if and to the extent the conditions in the Agreement and Plan of Merger dated as of January 9, 2007, among the Company, the Borrower and Project Coffee Acquisition Co. (the “**Merger Agreement**”) relating to (a) the accuracy of the representations and warranties of the Company and (b) the absence of a Material Adverse Effect (as defined in the Merger Agreement) after January 9, 2007 shall have been satisfied (without giving effect to any waiver, amendment or other modification to such conditions in a manner materially adverse to the Lenders effected without the consent of the Agent). For purposes of this paragraph (b), “**Specified Representations**” shall mean the representations and warranties set forth in Sections 3.01, 3.02, 3.03(b), (c) (only with respect to the constitutional documents of any Loan Party or its subsidiaries) and (d), 3.08, 3.16, 3.18 and 3.19 of the Credit Agreement.

(c) On the Acquisition Closing Date and immediately thereafter, no Event of Default of a type described in paragraph (a), (b), (f) or (g) of Article VII of the Credit Agreement shall have occurred and be continuing.

(d) The Agent shall have received a certificate dated as of the Acquisition Closing Date and executed by the chief financial officer of the Borrower that the conditions set forth in paragraphs (b) and (c) of this Section 5 have been satisfied.

(e) The Agent shall have received such legal opinions, board resolutions and other closing certificates, documentation, approvals and consents as shall be reasonably requested by the Agent, in each case consistent with those delivered on the Closing Date under Section 4.02 of the Credit Agreement.

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

(g) The Agent shall have received the results of recent lien and judgment searches in each of the jurisdictions contemplated by the Company Perfection Certificate (as defined below), and such searches shall reveal no material judgments and no liens on any of the assets of the Loan Parties except for Permitted Liens or Liens discharged on or prior to the Acquisition Closing Date pursuant to the pay-off letter referred to in paragraph (h) below.

(h) None of the Company and its subsidiaries (the “**Company Loan Parties**”) shall have any Indebtedness for borrowed money outstanding. The Agent shall have a received pay-off letter reasonably satisfactory to it in respect of the repayment of

the Company’s existing credit agreement, confirming that all Liens upon any of the property of the Company Loan Parties, if any, will be terminated concurrently with such payment and all letters of credit issued for the account of a Company Loan Party thereunder will be cash collateralized or supported by a letter of credit issued under the Credit Agreement.

(i) The Agent shall have received a customary certificate from the chief financial officer of Holdings certifying that Holdings and its Subsidiaries, on a consolidated basis after giving effect to the transactions contemplated hereby to occur on the Acquisition Closing Date, are solvent (within the meaning of Section 3.13 of the Credit Agreement).

(j) With respect to each Company Loan Party, the Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(k) With respect to the Company Loan Parties, (i) the Agent shall have received a completed perfection certificate (the “**Company Perfection Certificate**”) dated the Acquisition Closing Date and signed by a Responsible Officer of the Borrower, together with all attachments contemplated thereby, in form and substance reasonably satisfactory to the Agent, (ii) each document (including any Uniform Commercial Code financing statement) required by the Collateral Documents or under law or reasonably requested by the Agent to be filed, registered or recorded in order to create in favor of the Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall be in proper form for filing, registration or recordation and (iii) the Agent, on behalf of the Lenders, shall have a security interest in the Collateral of the type and priority described in the Collateral Documents (subject to Liens expressly permitted by Section 6.06 of the Credit Agreement); it being understood that with respect to any Collateral the security interest in which may not be perfected by the filing of a UCC financing statement or the delivery of stock certificates, if the perfection of the Agent’s security in such Collateral may not be accomplished prior to the Acquisition Closing Date after the use of commercially reasonable efforts to do so, then such perfection shall not constitute a condition under this paragraph (k) and the Borrower agrees to take or cause to be taken such actions as may be required to perfect such security interests within 15 days after the Acquisition Closing Date. Pursuant to Section 5.11 of the Credit Agreement and Section 7.16 of the Guarantee and Collateral Agreement, each Company Loan Party shall have executed and delivered a Joinder Agreement and a supplement in the form of Exhibit A to the Guarantee and Collateral Agreement and shall be a Loan Party, Subsidiary Guarantor and Grantor for all purposes of this Amendment and each other Loan Document.

(l) The Borrower shall have used commercially reasonable efforts to deliver to the Agent, with respect to the owned real properties of the Company Loan Parties specified on Schedule I hereto (the “**Company Mortgaged Properties**”), in form and substance reasonably satisfactory to the Agent, (i) a Mortgage on such property, (ii) evidence that a counterpart of the Mortgage has been recorded or delivered to the appropriate Title Insurance Company subject to arrangements reasonably satisfactory to the Agent for recording promptly following the closing hereunder, in each case, in the place necessary, in the Agent’s reasonable judgment, to create a valid and enforceable first priority Lien in favor of the Agent for the benefit of itself and the Lenders, (iii) ALTA

or other mortgagee's title policy or signed title commitment, (iv) an opinion of counsel in the state in which such parcel of real property is located in form and substance and from counsel reasonably satisfactory to the Agent and (v) such other information, documentation, and certifications as may be reasonably required by the Agent; provided that (x) the amount of debt secured by each Mortgage in any State that imposes a mortgage tax shall be reasonably limited to an amount less than the Commitments so as to avoid multiple mortgage tax assessments and (y) to the extent any of the foregoing is not actually delivered on or prior to the Acquisition Closing Date, the Borrower agrees to deliver the same within 30 days thereafter (or such later date agreed to by the Agent)

(m) The Merger (as defined in the Merger Agreement) shall have been, or substantially simultaneously with the funding of Additional Term Loans on the Acquisition Closing Date shall be, consummated in accordance with the Merger Agreement and applicable law, without giving effect to any waiver of any material terms or conditions of the Merger Agreement not approved by the Agent. The Agent shall have received copies of the Merger Agreement and all certificates and other documents delivered thereunder, certified by a Responsible Officer as being complete and correct. There shall not have occurred after the date of the Merger Agreement any change, event or effect that has had, or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect; provided that no Person shall be able to assert that any condition set forth in this paragraph has not been satisfied unless Credit Suisse shall also make such assertion.

(n) The Borrower shall have received gross cash proceeds of not less than \$300,000,000 from the issuance of the Senior Subordinated Notes. The terms and conditions of the Senior Subordinated Notes, the indenture related thereto and all other documents executed and delivered with respect to the Senior Subordinated Notes or the indenture related thereto (collectively, the "**Senior Subordinated Note Documents**") shall be reasonably satisfactory to the Agent. The Agent shall have received copies of the Senior Subordinated Note Documents, certified by a Responsible Officer as being complete and correct.

SECTION 6. *Consent and Agreement.* (a) The Requisite Lenders hereby consent to the incurrence by the Borrower of the Additional Term Loans and the increase in the Revolving Credit Commitments contemplated by this Amendment.

(b) Subject to Section 5 above, Project Coffee Acquisition Co. shall not be required to become a Loan Party (and no Loan Party shall be required to pledge any

equity interest in Project Coffee Acquisition Co.) unless the Acquisition fails to occur within 15 Business Days after the Amendment Effective Date, in which case, within 20 Business Days after the Amendment Effective Date, Project Coffee Acquisition Co. shall be required to satisfy the requirements of Section 5.11 of the Credit Agreement.

SECTION 7. *Effect of Amendment.* Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Issuing Bank or the Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. After the date hereof, any reference to the Credit Agreement shall mean the Credit Agreement, as modified hereby. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. *Counterparts.* This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 9. *Applicable Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. *Headings.* The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. *Acknowledgment of Subsidiary Guarantors.* Each of the Subsidiary Guarantors hereby acknowledges receipt and notice of, and consents to the terms of, this Amendment, and affirms and confirms its guarantee of the Obligations and, if applicable, the pledge of and/or grant of a security interest in its assets as Collateral to secure the Obligations, all as provided in the Guarantee and Collateral Agreement and the other Security Documents, and acknowledges and agrees that such guarantee, pledge and/or grant of security interest continue in full force and effect in respect of, and to secure, the Obligations under the Credit Agreement, as amended hereby, and the other Loan Documents and that such Obligations shall include all Obligations in respect of the Additional Term Loans or Revolving Loans made pursuant to the additional Revolving Credit Commitments.

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

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
ADAMS RITE AEROSPACE, INC.,
AVIONIC INSTRUMENTS INC.,
CHAMPION AEROSPACE INC.,
CHRISTIE ELECTRIC CORP.,
DAC REALTY CORP.,
MARATHONNORCO AEROSPACE, INC.,
SKURKA AEROSPACE INC.,
ZMP, INC.,

By: /s/ Gregory Rufus

Name: Gregory Rufus
Title:

CDA INTERCORP.,
SWEENEY ENGINEERING CORP.,

By: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Secretary and Treasurer

To Approve the Amendment:

Name of Lender: Credit Suisse, Cayman Islands, individually, and as Agent,

By: /s/ Robert Hetu

Name: Robert Hetu
Title: Managing Director

By: /s/ Cassandra Droogan

Name: Cassandra Droogan
Title: Vice President

To Approve the Amendment:

Name of Lender: Bank of America, N.A.

By: /s/ David H. Strickert

Name: David H. Strickert
Title: Senior Vice President

To Approve the Amendment

Name of Lender: Barclays Bank PLC

By: /s/ Jason Moynihan

Name: Jason Moynihan
Title: Director

To Approve the Amendment:

Name of Lender: The CIT Group/Equipment Financing, Inc.

By: /s/ Andrew Giangrave

Name: Andrew Giangrave
Title: Managing Director

To Approve the Amendment:

Name of Lender: Credit Industriel et Commercial

By: /s/ Brian O'Leary

Name: Brian O'Leary
Title: Managing Director

By: /s/ Dora Deblasi-Hyduk

Name: Dora Deblasi-Hyduk
Title: Senior Credit Manager

To Approve the Amendment:

Name of Lender: FirstMerit Bank, N.A.

By: /s/ Jonathan M. Issacs

Name: Jonathan M. Issacs
Title: Vice President

To Approve the Amendment:

Name of Lender: General Electric Capital Corporation

By: /s/ Sean McWhinnie

Name: Sean McWhinnie
Title: Duly Authorized Signatory

To Approve the Amendment:

Name of Lender: Mizuho Corporate Bank, Ltd.

By: /s/ James R. Fayen

Name: James R. Fayen
Title: Deputy General Manager

To Approve the Amendment:

Name of Lender: National City Bank

By: /s/ Daniel R. Raynor

Name: Daniel R. Raynor
Title: Vice President

To Approve the Amendment:

Name of Lender: 1776 CLO I, Ltd.

By: /s/ Teresa L. Cannellos

Name: Teresa L. Cannellos
Title: Authorized Representative

To Approve the Amendment:

Name of Lender: AIB Debt Management, Ltd.

By: /s/ Joseph Augustini

Name: Joseph Augustini
Title: Senior Vice President
Investment Advisor to AIB Debt
Management, Limited

By: /s/ Joanne Gibson

Name: Joanne Gibson
Title: Assistant Vice President
Investment Advisor to AIB Debt
Management, Limited

To Approve the Amendment:

Name of Lender: Alaska CBNA Loan Funding LLC

By: /s/ Molly Walter

Name: Molly Walter
Title: Attorney-In-Fact

To Approve the Amendment:

Name of Lender: Allstate Life Insurance Company

By: /s/ Chris Goergen

Name: Chris Goergen

Title: Authorized Signatory

By: /s/ Breege A. Farrell

Name: Breege A. Farrell
Title: Authorized Signatory

Name of Lender: AIMCO CLO, Series 2005 A

By: /s/ Chris Goergen

Name: Chris Goergen
Title: Authorized Signatory

By: /s/ Breege A. Farrell

Name: Breege A. Farrell
Title: Authorized Signatory

Name of Lender: AIMCO CLO, Series 2006-A

By: /s/ Chris Goergen

Name: Chris Goergen
Title: Authorized Signatory

By: /s/ Breege A. Farrell

Name: Breege A. Farrell
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Ameriprise Certificate Company
By: Riversource Investments, LLC as
Collateral Manager

By: /s/ John M. Vatall

Name: John M. Vatall
Title:

To Approve the Amendment:

Name of Lender: Apidos CDOIV
By: Its Investment Advisor Apidos Capital
Management, LLC

By: /s/

Name:
Title:

To Approve the Amendment:

Name of Lender: Apidos CDOIV
By: Its Investment Advisor Apidos Capital

Management, LLC

By: /s/

Name:
Title:

To Approve the Amendment:

Name of Lender: Atlas Loan Funding (CENT I) LLC
By: Riversource Investments, LLC
Attorney in Fact

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Atlas Loan Funding 2, LLC
By: Atlas Capital Funding, Ltd
By: Structured Asset Investors, LLC
Its Investment Manager

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Associate

To Approve the Amendment:

Name of Lender: Azure Funding North America I

By: /s/ Heinz Narding

Name: Heinz Narding
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Baccus (US) 2006-1, Ltd.

By: /s/ William Backus

Name: William Backus
Title: Portfolio Manager

By: /s/ James Hua

Name: James Hua
Title: Portfolio Manager

To Approve the Amendment:

Name of Lender: Baker Street CLO II, Ltd/

By: /s/ Eduardo Piedra

Name: Eduardo Piedra
Title: Director
SunTrust Capital Markets, Inc

To Approve the Amendment:

Name of Lender: Baker Street CLO III, Ltd,

By: /s/ Eduardo Piedra

Name: Eduardo Piedra
Title: Vice President
Baker Street Funding, LLC

To Approve the Amendment:

Name of Lender: Ballantyne Funding LLC

By: /s/ Anna M. Tallent

Name: Anna M. Tallent
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Ballyrock CLO II Limited
By: BALLYROCK Investment Advisors, LLC,
as Collateral Manager

By: /s/ Lisa Rymut

Name: Lisa Rymut
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Ballyrock CLO II Limited
By: BALLYROCK Investment Advisors, LLC,
as Collateral Manager

By: /s/ Lisa Rymut

Name: Lisa Rymut
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Ballyrock CLO II Limited
By: BALLYROCK Investment Advisors, LLC,
as Collateral Manager

By: /s/ Lisa Rymut

Name: Lisa Rymut
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Ballyrock CLO II Limited
By: BALLYROCK Investment Advisors, LLC,
as Collateral Manager

By: /s/ Lisa Rymut

Name: Lisa Rymut
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Bismarck CBNA Loan Funding LLC

By: /s/ Molly Walter

Name: Molly Walter
Title: Attorney-In-Fact

To Approve the Amendment:

Name of Lender: Blue Shield of California

By: /s/ David Ardine

Name: David Ardine
Title: Vice President

To Approve the Amendment:

Name of Lender: Boston Harbor CLO 2004-1, Ltd.

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: Canyon Capital CLO 2004-1, Ltd.
By: Canyon Capital Advisors LLC, its Collateral Manager

By: /s/ Patrick Dooley

Name: Patrick Dooley
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Canyon Capital CLO 2004-1, Ltd.
By: Canyon Capital Advisors LLC, as its Collateral Manager

By: /s/ Patrick Dooley

Name: Patrick Dooley
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Centurion CDO VI, Ltd.
By: RiverSource Investments, as Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Centurion CDO VII, Ltd.
By: RiverSource Investments, as its Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Centurion CDO 8, Limited
By: RiverSource Investments, as its Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Centurion CDO 9, Ltd.
By: RiverSource Investments, as its Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Cent CDO 10, Ltd.
By: RiverSource Investments, as its Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Cent CDO XI, Limited.
By: RiverSource Investments, as its Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Director of Operations

To Approve the Amendment:

Name of Lender: Chatham Asset High Yield Master Fund, Ltd.

By: /s/ James V. Ruggerio

Name: James V. Ruggerio
Title: CFO

To Approve the Amendment:

Name of Lender: Cole Brook CBNA Loan Funding LLC

By: /s/ Beata Konopko

Name: Beata Konopko
Title: Attorney-In-Fact

To Approve the Amendment:

Name of Lender: ColumbusNova CLO Ltd. 2006-I

By: /s/ Patrick D. Engel

Name: Patrick D. Engel
Title: Director

To Approve the Amendment:

Name of Lender: ColumbusNova CLO Ltd. 2006-II

By: /s/ Patrick D. Engel

Name: Patrick D. Engel
Title: Director

To Approve the Amendment:

Name of Lender: Confluent 4 Limited

By: Loomis, Sayles & Company, L. P. as Sub-Manager

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

By: /s/ Kevin J. Perry

Name: Kevin J. Perry
Title: Vice President

To Approve the Amendment:

Name of Lender: Continental Casualty Company.

By: /s/ Marilou R. McGirr

Name: Marilou R. McGirr

To Approve the Amendment:

Name of Lender: Credit Suisse Loan Funding LLC

By: /s/ Robert Healey

Name: Robert Healey
Title: Director

To Approve the Amendment:

Name of Lender: DEL MAR CLO I, Ltd.

By: Caywood-Scholl Capital Management, LLC as Collateral Manager

By: /s/ Kirk Maurer

Name: Kirk Maurer
Title: Co-Director of Research

To Approve the Amendment:

Name of Lender: Dryden XVI

By: /s/ William Cipreits

Name: William Cipreits
Title: Prudential Investment Management, Inc. as Collateral Manager

To Approve the Amendment:

Name of Lender: Dryden XI

By: /s/ William Cipreits

Name: William Cipreits
Title: Prudential Investment Management, Inc. as Collateral Manager

To Approve the Amendment:

Name of Lender: Dunes Funding LLC

By: /s/ Anna M. Tallent

Name: Anna M. Tallent
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Eagle Creek CLO, Ltd.

By: /s/ Thomas N. Davis

Name: Thomas N. Davis
Title: Authorized Signor

To Approve the Amendment:

Name of Lender: Eagle Master Fund Ltd.
By: Citigroup Alternative Investments LLC,
as Investment Manager for an on behalf of
Eagle Master Fund Ltd.

By: /s/ Robert J. O'Brian

Name: Robert J. O'Brian
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance CDO VI Ltd.
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton vance CDO VII LLC
By: Eaton Vance Management as Interim Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

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

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Institutional Senior Loan Fund
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Floating-Rate Income Trust
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Limited Duration Income Fund
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Senior Floating-Rate Trust
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Senior Income Trust
By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Short Duration Diversified Income Fund

By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page

Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance Variable Leverage Fund Ltd.

By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page

Title: Vice President

To Approve the Amendment:

Name of Lender: Eaton Vance VT Floating-Rate Income Fund

By: Eaton Vance Management as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page

Title: Vice President

To Approve the Amendment:

Name of Lender: Fairway Loan Funding Company

By: Pacific Investment Management Company LLC
as its Investment Advisor

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong

Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Fenray Capital

By: /s/ Vidrik Frankfother

Name: Vidrik Frankfother
Title: Vice President

To Approve the Amendment:

Name of Lender: Fidelity Advisor Series II: Fidelity Advisor Floating Rate High Income Fund

By: /s/ John H. Carello

Name: John H. Carello
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Fidelity Central Investment Portfolios LLC: Fidelity Floating Rate Central Investment Portfolio

By: /s/ John H. Carello

Name: John H. Carello
Title: Assistant Treasurer

To Approve the Amendment:

Name of Lender: Franklin CLO II, Limited

By: /s/ David Ardini

Name: David Ardini
Title: Vice President

To Approve the Amendment:

Name of Lender: Franklin CLO V, Ltd.

By: /s/ David Ardini

Name: David Ardini
Title: Vice President

To Approve the Amendment:

Name of Lender: Franklin CLO IV, Limited

By: /s/ David Ardini

Name: David Ardini
Title: Vice President

To Approve the Amendment:

Name of Lender: Franklin Floating Rate Daily Access Fund

By: /s/ Madeline Lam

Name: Madeline Lam
Title: Vice President

To Approve the Amendment:

Name of Lender: Franklin Floating Rate Master Series

By: /s/ Madeline Lam

Name: Madeline Lam
Title: Vice President

To Approve the Amendment:

Name of Lender: Fraser Sullivan CLO I, Ltd.

By: Fraser Sullivan Investment Management, LLC as Collateral Manager

By: /s/ John W. Erasen

Name: John W. Erasen
Title: Managing Partner

To Approve the Amendment:

Name of Lender: General Electric Capital Corporation, as Administrator for, GE CFS Loan Holding 2006-3LLC

By: /s/ Robert M. Kadlick

Name: Robert M. Kadlick
Title: Duly Authorized Signatory

To Approve the Amendment:

Name of Lender: Grand Central Asset Trust, EAP Series

By: /s/ Beata Konopko

Name: Beata Konopko
Title: Attorney-In-Fact

To Approve the Amendment:

Name of Lender: Grand Central Asset Trust, ECL Series

By: /s/ Beata Konopko

Name: Beata Konopko
Title: Attorney-In-Fact

To Approve the Amendment:

Name of Lender: Granite Ventures I, Ltd.

By: Stone Tower Debt Advisors LLC as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Grayson & Co.

By: Boston Management and Research as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: GSCP (NS) LP on behalf of GSC Partners CDO Fund IX, Limited

By: /s/ Seth Kalzenstein

Name: Seth Kalzenstein
Title: Managing Director

To Approve the Amendment:

Name of Lender: Halcyon Loan Investors CLO I Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Halcyon Loan Investors CLO II Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Halcyon Structured Asset Management Long Secured/Short Unsecured CLO 2006-1 Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Halcyon Structured Asset Management CLO I, Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Halcyon Structured Asset Management Long Secured/Short Unsecured CLO II Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Halcyon Structured Asset Management Long Secured/Short Unsecured CLO III Ltd.

By: /s/ James W. Sykes

Name: James W. Sykes
Title: Managing Principal

To Approve the Amendment:

Name of Lender: Hewett's Island CLO V Ltd.
By: CypressTree Investment Management Company, Inc. as Portfolio Manager

By: /s/ Robert E. Weeden

Name: Robert E. Weeden
Title: Managing Director

To Approve the Amendment:

Name of Lender: Hillmark Funding Ltd.
By: Hillmark Capital Management, L. P. as Collateral Manager

By: /s/ Jack Chen

Name: Jack Chen
Title: COO

To Approve the Amendment:

Name of Lender: HSH Nordbank AG, New York Branch

By: /s/ Garry Weiss

Name: Garry Weiss
Title: Senior Vice President

By: /s/ Susan Sohindler

Name: Susan Sohindler
Title: Vice President

To Approve the Amendment:

Name of Lender: IXIS Loomis Sayles Senior Loan Fund
By: Loomis, Sayles and Company, L. P. its manager
By: Loomis, Sayles and Company, Inc., its general partner

By: /s/ Kevin J. Perry

Name: Kevin J. Perry
Title: Vice President

To Approve the Amendment:

Name of Lender: Jersey Street CLO, Ltd.

By: /s/ John Addeo

Name: John Addeo
Title: Vice President

To Approve the Amendment:

Name of Lender: J. P. Morgan

By: /s/ Jason Boyer

Name: Jason Boyer
Title: Vice President

To Approve the Amendment:

Name of Lender: Jupiter Loan Funding LLC

By: /s/ Anna M. Tallent

Name: Anna M. Tallent
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Katonah VII CLO Ltd.

By: /s/ Daniel Gilligan

Name: Daniel Gilligan
Title: Authorized Officer Katonah Debt Advisors, LLC

To Approve the Amendment:

Name of Lender: Katonah VIII CLO Ltd.

By: /s/ Daniel Gilligan

Name: Daniel Gilligan
Title: Authorized Officer Katonah Debt Advisors, LLC

To Approve the Amendment:

Name of Lender: Katonah IX CLO Ltd.

By: /s/ Daniel Gilligan

Name: Daniel Gilligan
Title: Authorized Officer Katonah Debt Advisors, LLC

To Approve the Amendment:

Name of Lender: Kingsland I, Ltd.
By: Kingsland Capital Management, LLC as Manager

By: /s/ Vincent Siino

Name: Vincent Siino
Title: Authorized Officer Kingsland Capital Management

To Approve the Amendment:

Name of Lender: Kingsland II, Ltd.
By: Kingsland Capital Management, LLC as Manager

By: /s/ Vincent Siino

Name: Vincent Siino
Title: Authorized Officer Kingsland Capital Management

To Approve the Amendment:

Name of Lender: Kingsland III, Ltd.
By: Kingsland Capital Management, LLC as Manager

By: /s/ Vincent Siino

Name: Vincent Siino
Title: Authorized Officer Kingsland Capital Management

To Approve the Amendment:

Name of Lender: LCM I Limited Partnership
By: Lyon Capital Management, LLC as Collateral Manager

By: /s/ Sophie A. Venon

Name: Sophie A. Venon
Title: Portfolio Manager Lyon Capital Management LLC

To Approve the Amendment:

Name of Lender: LCM II Limited Partnership

By: Lyon Capital Management, LLC as Collateral Manager

By: /s/ Sophie A. Venon

Name: Sophie A. Venon

Title: Portfolio Manager Lyon Capital Management LLC

To Approve the Amendment:

Name of Lender: LCM III Ltd.

By: Lyon Capital Management, LLC as Collateral Manager

By: /s/ Sophie A. Venon

Name: Sophie A. Venon

Title: Portfolio Manager Lyon Capital Management LLC

To Approve the Amendment:

Name of Lender: LCM V Ltd.

By: Lyon Capital Management, LLC as Attorney-In-Fact

By: /s/ Sophie A. Venon

Name: Sophie A. Venon

Title: Portfolio Manager Lyon Capital Management LLC

To Approve the Amendment:

Name of Lender: LCM VI Ltd.

By: Lyon Capital Management, LLC as Attorney-In-Fact

By: /s/ Sophie A. Venon

Name: Sophie A. Venon

Title: Portfolio Manager Lyon Capital Management LLC

To Approve the Amendment:

Name of Lender: Lightpoint CLO V, Ltd.

By: /s/ Colin Donlan

Name: Colin Donlan

Title: Director

To Approve the Amendment:

Name of Lender: Lincoln National Life Insurance Co.

By: /s/ Thomas Chow

Name: Thomas Chow

Title: Senior Vice President; Portfolio Manager

To Approve the Amendment:

Name of Lender: LMP Corporate Loan Fund, Inc.

By: Citigroup Alternative Investments LLC

By: /s/ Robert J. O'Brian

Name: Robert J. O'Brian

Title: Vice President

To Approve the Amendment:

Name of Lender: Loan Funding III LLC

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

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong

Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Loomis Sayles CLO I, Ltd.

By: Loomis, Sayles and Company, L. P., its collateral manager

By: Loomis, Sayles and Company, Inc., its general partner

By: /s/ Kevin P. Charleston

Name: Kevin P. Charleston

Title: Executive Vice President

To Approve the Amendment:

Name of Lender: Loomis Sayles Snior Loan Fund II LLC.

By: Loomis, Sayles and Company, L. P., its collateral manager

By: Loomis, Sayles and Company, Inc., its general partner

By: /s/ Kevin J. Perry

Name: Kevin J. Perry

Title: Vice President

To Approve the Amendment:

Name of Lender: Malibu CBNA Loan Funding LLC, for itself or as agent for Malibu CFPI Loan Funding LLC

By: /s/ Beata Konopko

Name: Beata Konopko

To Approve the Amendment:

Name of Lender: Marathon CLO II LTD.

By: /s/ Louis T. Hanover

Name: Louis T. Hanover
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Mayport CLO Ltd.

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

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Metlife Bank, N. A.

By: /s/ Matthew J. McNerny

Name: Matthew J. McNerny
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Metropolitan Life Insurance Company

By: /s/ Matthew J. McNerny

Name: Matthew J. McNerny
Title: Director

To Approve the Amendment:

Name of Lender: MFS Floating Rate Income Fund

By: /s/ John Addeo

Name: John Addeo
Title: Vice President

To Approve the Amendment:

Name of Lender: MFS Floating Rate High Income Fund

By: /s/ John Addeo

Name: John Addeo
Title: Vice President

To Approve the Amendment:

Name of Lender: MT Wilson CLO Ltd.

By: /s/ Kelly Olsen

Name: Kelly Olsen
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: NACM CLO I

By: /s/ Joanna Willars

Name: Joanna Willars
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Nantucket CLO I Ltd.

By: Fortis Investment Management USA, Inc., as Attorney-in-Fact

By: /s/ Jeff Megar

Name: Jeff Megar
Title: Vice President

To Approve the Amendment:

Name of Lender: Navigare Funding I CLO Ltd.
By: Navigare Partners LLC, its Collateral Manager

By: /s/ Scott Van der Bosch

Name: Scott Van der Bosch
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Navigare Funding II CLO Ltd.
By: Navigare Partners LLC, its Collateral Manager

By: /s/ Scott Van der Bosch

Name: Scott Van der Bosch
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Navigare Total Return LOAN FUND I (SEGREGATED PORTFOLION)

By: /s/ Scott Van der Bosch

Name: Scott Van der Bosch
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Navigator CDO 2004, Ltd.
By: Antares Asset Management Inc., as Collateral Manager.

By: /s/ Mary R. Stone

Name: Mary R. Stone
Title: Authorized Signatory

Name of Lender: Navigator CDO 2005, Ltd.
By: Antares Asset Management Inc., as Collateral Manager.

By: /s/ Mary R. Stone

Name: Mary R. Stone
Title: Authorized Signatory

Name of Lender: Navigator CDO 2006, Ltd.
By: GE Asset Management Inc., as Collateral Manager.

By: /s/ Mary R. Stone

Name: Mary R. Stone
Title: Authorized Signatory

Name of Lender: General Electric Pension Trust, Ltd.

By: GE Asset Management Inc., as Collateral Manager.

By: /s/ Mary R. Stone

Name: Mary R. Stone
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: NYLM Flatiron CLO 2006-1 Ltd.

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

By: /s/ Robert H. Dial

Name: Robert H. Dial
Title: Managing Director

Name of Lender: New York Life Insurance and Annuity Corporation

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

By: /s/ Robert H. Dial

Name: Robert H. Dial
Title: Managing Director

Name of Lender: MainStay Floating Rate Fund, a series of Eclipse Funds, Inc.

By: New York Life Investment Management LLC

By: /s/ Robert H. Dial

Name: Robert H. Dial
Title: Managing Director

Name of Lender: MainStay VP Floating Rate Portfolio, a series of MainStay VP Series Fund, Inc.

By: New York Life Investment Management LLC

By: /s/ Robert H. Dial

Name: Robert H. Dial
Title: Managing Director

Name of Lender: New York Life Insurance Company.

By: /s/ Robert H. Dial

Name: Robert H. Dial
Title: Vice President

To Approve the Amendment:

Name of Lender: The Norinchukin Bank, New York Branch, through State Street Bank and Trust Company N. A. as Fiduciary Custodian.

By: Eaton Vance Management, Attorney-in-Fact

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: The Northwestern Mutual Life Insurance Company

By: /s/ Steven P. Swanson

Name: Steven P. Swanson
Title: Managing Director

To Approve the Amendment:

Name of Lender: Oak Hill Credit Partners I, Limited

By: Oak Hill CLO Management I, LLC as Investment Manager

By: /s/ Scott D. Krase

Name: Scott D. Krase
Title: Authorized Person

Name of Lender: Oak Hill Credit Partners II, Limited

By: Oak Hill CLO Management II, LLC as Investment Manager

By: /s/ Scott D. Krase

Name: Scott D. Krase
Title: Authorized Person

Name of Lender: Oak Hill Credit Partners III, Limited

By: Oak Hill CLO Management III, LLC as Investment Manager

By: /s/ Scott D. Krase

Name: Scott D. Krase
Title: Authorized Person

Name of Lender: Oak Hill Credit Partners IV, Limited

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

By: /s/ Scott D. Krase

Name: Scott D. Krase
Title: Authorized Person

Name of Lender: SMBC SPC, on behalf of and for the account of Segregated Portfolio No. 1

By: Oak Hill CLO Management I, LLC as Investment Manager

By: /s/ Scott D. Krase

Name: Scott D. Krase
Title: Authorized Person

To Approve the Amendment:

Name of Lender: PIMCO Floating Rate Income Fund

By: Pacific Investment Management Company LLC, as its Investment Advisor, acting through Investors Fiduciary Trust Company
in the Nominee Name of IFTCO

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: PIMCO Floating Rate Strategy Fund
By: Pacific Investment Management Company LLC, as its Investment Advisor, acting through Investors Fiduciary Trust Company
in the Nominee Name of IFTCO

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: Pinehurst Trading Inc.

By: /s/ Anna M. Tallent

Name: Anna M. Tallent
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Prospero CLO, I, B. V.

By: /s/ John Randolph Watkins

Name: John Randolph Watkins
Title: Executive Director

To Approve the Amendment:

Name of Lender: Prospero CLO, II, B. V.

By: /s/ John Randolph Watkins

Name: John Randolph Watkins
Title: Executive Director

To Approve the Amendment:

Name of Lender: PTRS CBNA Loan Funding LLC

By: /s/ Beata Konopko

Name: Beata Konopko
Title: Attorney-in-Fact

To Approve the Amendment:

Name of Lender: Putnam Bank Loan Fund (Cayman) Master Fund

By: /s/ Angela Patel

Name: Angela Patel
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Diversified Income Trust

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Diversified Income Trust (Cayman) Master Fund

By: /s/ Angela Patel

Name: Angela Patel
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Floating Rate Incomer Fund

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Master Intermediate Income Trust

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Premier Income Trust

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: Putnam Variable Trust - PVT Diversified Income Fund

By: /s/ Beth Mazor

Name: Beth Mazor
Title: Vice President

To Approve the Amendment:

Name of Lender: RiverSource Bond Series, Inc. - RiverSource Floating Rate Fund

By: /s/ Robin C. Stancil

Name: Robin C. Stancil
Title: Assistant Vice President

To Approve the Amendment:

Name of Lender: Rosedale CLO, Ltd.

By: Princeton Advisory Group, Inc., the Collateral Manager acting as Attorney-in-Fact.

By: /s/ Jennifer Wright

Name: Jennifer Wright
Title: Vice President

To Approve the Amendment:

Name of Lender: Senior Debt Portfolion

By: Boston Management and Research as Investment Advisor

By: /s/ Scott H. Page

Name: Scott H. Page
Title: Vice President

To Approve the Amendment:

Name of Lender: Silverado CLO 2006-II Limited
By: Wells Capital Management as Portfolio Manager

By: /s/ Zachary Tyler

Name: Zachary Tyler
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Southport CLO, Limited
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: State Street Bank & Trust Company as Trustee for GMAM Group Pension Trust I

By: /s/ [illegible]

Name: [illegible]
Title: [illegible]

To Approve the Amendment:

Name of Lender: Stone Tower CDO Ltd.
By: Stone Tower Debt Advisors LLC as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Stone Tower CLO V Ltd.
By: Stone Tower Debt Advisors LLC as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Stone Tower CLO VI Ltd.
By: Stone Tower Debt Advisors LLC as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Stone Tower Credit Funding I Ltd.
By: Stone Tower Fund Management LLC as its Collateral Manager

By: /s/ Michael W. Delpercio

Name: Michael W. Delpercio
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: The Traveler's Indemnity Company.

By: /s/ Robert McIlrath

Name: Robert McIlrath
Title: Vice President

To Approve the Amendment:

Name of Lender: Trimaram CLO IV Ltd.
By: Trimaram Advisors LLC

By: /s/ David M. Millison

Name: David M. Millison
Title: Managing Director

To Approve the Amendment:

Name of Lender: Venture CDO 2002, Limited
By: MJX Asset Management LLC, its Investment Advisor

By: /s/ Michael G. Regan

Name: Michael G. Regan

To Approve the Amendment:

Name of Lender: Venture II CDO 2002, Limited
By: MJX Asset Management LLC, its Investment Advisor

By: /s/ Michael G. Regan

Name: Michael G. Regan
Title: Managing Director

To Approve the Amendment:

Name of Lender: Venture III CDO 2002, Limited
By: MJX Asset Management LLC, its Investment Advisor

By: /s/ Michael G. Regan

Name: Michael G. Regan
Title: Managing Director

To Approve the Amendment:

Name of Lender: Venture VI CDO 2002, Limited
By: MJX Asset Management LLC, its Investment Advisor

By: /s/ Michael G. Regan

Name: Michael G. Regan
Title: Managing Director

To Approve the Amendment:

Name of Lender: Venture VII CDO 2002, Limited
By: MJX Asset Management LLC, its Investment Advisor

By: /s/ Michael G. Regan

Name: Michael G. Regan
Title: Managing Director

To Approve the Amendment:

Name of Lender: Wasatch CLO Ltd.
By: INVESO Senior Secured Management, Inc. as Portfolio Manager

By: /s/ Peter C. Wollman

Name: Peter C. Wollman
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Waterfront CLO 2007-1

By: /s/ Kevin S. Buckle

Name: Kevin S. Buckle
Title: Authorized Agent/Collateral Manager

To Approve the Amendment:

Name of Lender: Waveland - INGOTS, LTD.
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y. D. Ong

Name: Arthur Y. D. Ong
Title: Senior Vice President

To Approve the Amendment:

Name of Lender: WB Loan Funding 1, LLC

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Associate

To Approve the Amendment:

Name of Lender: Wells Capital Management 16496500

By: /s/ Zachary Tyler

Name: Zachary Tyler
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Western Asset Floating Rate High Income Fund, LLC

By: /s/ Kelly Olsen

Name: Kelly Olsen
Title: Authorized Signatory

To Approve the Amendment:

Name of Lender: Yorkville CBNA Loan Funding LLC, for itself or as agent for Yorkville CFPI Loan Funding LLC

By: /s/ Beata Knonopko

Name: Beata Knonopko

COMPANY MORTGAGED PROPERTIES

Property Address	Exact name of owner, as such name appears in owner's certificate of incorporation or other organizational documents	Exact name of current record owner as reflected in records of filing office	Filing office in which a mortgage must be filed
3320 Wallingford Avenue North Seattle, WA 98103 (Blk 76, south half of Lot 10)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA
3326 Wallingford Avenue North Seattle, WA 98103 (Blk 76, Lot 11 and north half of Lot 10)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA
3400 Wallingford Avenue North Seattle, WA 98103 (Blk 68, Lots 4, 5, 6, 7, 8 and 9)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA
3422 Wallingford Avenue North Seattle, WA 98103 (Blk 68, Lot 10)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA
1813-1815 North 34th Street Seattle, WA 98103 (Blk 76, Lots 1, 2 and 3)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA
3419-3421 Burke Avenue North Seattle, WA 98103 (Blk 68, Lot 3)	Avtech Corporation	Avtech Corporation	Records, Elections and Licensing Services Division of the Recorder's Office of King County, WA

EXHIBIT A

ASSUMPTION AGREEMENT dated as of [], 2007 (the “**Assumption Effective Date**”), among the Persons listed on Schedule I hereto (the “**Additional Term Lenders**”), the Persons listed on Schedule II hereto (the “**Increasing Revolving Credit Lenders**”), TRANSDIGM INC. (the “**Borrower**”) and CREDIT SUISSE, as administrative agent (in such capacity, the “**Agent**”) for the Lenders referred to below.

A. Reference is made to (i) the Credit Agreement dated as of June 23, 2006 (the “**Credit Agreement**”), among the Borrower, TransDigm Group Incorporated, the lenders from time to time party thereto (the “**Lenders**”) and the Agent, and (ii) Amendment No. 1 and Agreement dated as of January 25, 2007 (the “**Amendment**”), to the Credit Agreement (the Credit Agreement, as amended by the Amendment, being referred to herein as the “**Amended Credit Agreement**”).

B. Pursuant to the Amendment, the Requisite Lenders (such term and each other capitalized term used but not defined herein having the meaning assigned thereto in the Amendment or the Amended Credit Agreement) consented to the incurrence of the Additional Term Loans and an increase to the Revolving Credit Commitments.

C. The Borrower has requested that (i) the Additional Term Lenders make Additional Term Loans on the Acquisition Closing Date and (ii) the Increasing Revolving Lenders increase their Revolving Credit Commitments, or assume Revolving Credit Commitments, as provided herein.

D. The Additional Term Lenders and the Increasing Revolving Credit Lenders are willing to provide Additional Term Loans and to increase or assume their Revolving Credit Commitments, as the case may be.

E. This Agreement is the Assumption Agreement contemplated by the Amendment.

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

1. Each Additional Term Lender agrees that it is an “Additional Term Lender” (as defined in the Amendment) and that its Additional Term Loan Commitment shall be the amount set forth opposite its name on Schedule I hereto.

2. Each Increasing Revolving Credit Lender agrees that it is an “Increasing Revolving Credit Lender” (as defined in the Amendment) and that (a) in respect of each Increasing Revolving Credit Lender that is a Revolving Credit Lender immediately prior to the Assumption Effective Date, such

Increasing Revolving Credit Lender’s Revolving Credit Commitment in effect immediately prior to the Assumption Effective Date shall be increased by the amount set forth next to such Increasing Revolving Credit Lender’s name on Schedule II hereto, and (b) in respect of each Increasing Revolving Credit Lender that is not a Revolving Credit Lender immediately prior to the Assumption Effective Date, such Increasing Revolving Credit Lender’s Revolving Credit Commitment shall be the amount set forth next to such Increasing Revolving Credit Lender’s name on Schedule II hereto.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED
ADAMS RITE AEROSPACE, INC.,
AVIONIC INSTRUMENTS INC.,
CHAMPION AEROSPACE INC.,
CHRISTIE ELECTRIC CORP.,
DAC REALTY CORP.,
MARATHONNORCO AEROSPACE, INC.
SKURKA AEROSPACE INC.,
ZMP, INC.,

By: _____

Name:
Title:

[ADDITIONAL TERM LENDERS]

By: _____

Name:
Title:

[INCREASING REVOLVING CREDIT LENDERS],

By: _____

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent,

By: _____

Name:
Title:

By: _____

Name:

Title:

SCHEDULE I

ADDITIONAL TERM LOAN COMMITMENTS

Additional Term Lender

Additional Term
Loan Commitment

SCHEDULE II

ADDITIONAL REVOLVING CREDIT COMMITMENTS

Increasing Revolving Credit Lender

Additional Revolving
Credit Commitment

SUPPLEMENT NO. 2 dated as of February 7, 2007, to the Guarantee and Collateral Agreement dated as of June 23, 2006 (the “Guarantee and Collateral Agreement”), among TRANSDIGM INC., a Delaware corporation (the “Borrower”), TRANSDIGM GROUP INCORPORATED, a Delaware corporation (“Holdings”), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a “Subsidiary Guarantor” and collectively, the “Subsidiary Guarantors”; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the “Grantors”) and CREDIT SUISSE as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties (as defined herein).

A. Reference is made to the Credit Agreement dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders named therein (the “Lenders”), and Credit Suisse, as administrative agent and collateral agent (in such capacity, the “Agent”) for the Lenders.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

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

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

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, each New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, each New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create

and grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of each New Subsidiary’s right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of each New Subsidiary. Each reference to a “Grantor” or a “Subsidiary Guarantor” in the Guarantee and Collateral Agreement shall be deemed to include each New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Subsidiary and the Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of each New Subsidiary and (b) set forth under its signature hereto, is the true and correct legal name of each New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to each New Subsidiary shall be given to it at the address set forth under its signature below.

All communications and notices hereunder to each New Subsidiary shall be given to it at the address set forth under its signature below.

SECTION 9. Each New Subsidiary agrees to reimburse the Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Each New Subsidiary and the Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

AVIATION TECHNOLOGIES, INC.,

by: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 3500 - 188th Street SW
Alderwood Business Center
Lynnwood, WA 98037
Legal Name: Aviation Technologies, Inc.
Jurisdiction of Formation: Delaware
Location of Chief Executive Office:
3500 - 188th Street SW
Alderwood Business Center
Lynnwood, WA 98037

AVTECH CORPORATION,

by: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 3400 Wallingford Avenue North
Seattle, WA 98103-90417
Legal Name: Avtech Corporation
Jurisdiction of Formation: Washington
Location of Chief Executive Office:
3400 Wallingford Avenue North
Seattle, WA 98103-90417

SIGNATURE PAGE TO SUPPLEMENT NO. 2 TO THE GUARANTEE AND COLLATERAL AGREEMENT

TRANSICOIL CORP.,

by: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 9 Iron Bridge Dr.
Collegeville, PA 19426
Legal Name: Transicoil Corp.
Jurisdiction of Formation: Delaware
Location of Chief Executive Office:
9 Iron Bridge Dr.
Collegeville, PA 19426

WEST COAST SPECIALTIES, INC.,

by: /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: Lincoln Executive Center

3290 146th Place SE
Bellevue, WA 98007
Legal Name: West Coast Specialties, Inc.
Jurisdiction of Formation: Washington
Location of Chief Executive Office:
Lincoln Executive Center
3290 146th Place SE
Bellevue, WA 98007

SIGNATURE PAGE TO SUPPLEMENT NO. 2 TO THE GUARANTEE AND COLLATERAL AGREEMENT

MALAYSIAN AEROSPACE SERVICES, INC.,

by: /s/ Gregory Rufus
Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 3500 - 188th Street SW
Alderwood Business Center
Lynnwood, WA 98037
Legal Name: Malaysian Aerospace Services, Inc.
Jurisdiction of Formation: Delaware
Location of Chief Executive Office:
3500 - 188th Street SW
Alderwood Business Center
Lynnwood, WA 98037

SIGNATURE PAGE TO SUPPLEMENT NO. 2 TO THE GUARANTEE AND COLLATERAL AGREEMENT

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent

by: /s/ Jay Chall
Name: Jay Chall
Title: Director

by: /s/ Laurence Lapeyre
Name: Laurence Lapeyre
Title: Associate

SIGNATURE PAGE TO SUPPLEMENT NO. 2 TO THE GUARANTEE AND COLLATERAL AGREEMENT

Schedule I to Supplement No. 2 to the Guarantee and Collateral Agreement

LOCATION OF COLLATERAL

New Subsidiary

Description

Location

Aviation Technologies, Inc.	All assets pledged pursuant to the terms hereof	3500 - 188th Street SW Alderwood Business Center Lynnwood, WA 98037
Avtech Corporation	All assets pledged pursuant to the terms hereof	3400 Wallingford Avenue North Seattle, WA 98103-9041
Avtech Corporation	All assets pledged pursuant to the terms hereof	3320 Wallingford Avenue North Seattle, WA 98103
Avtech Corporation	All assets pledged pursuant to the terms hereof	3326 Wallingford Avenue North Seattle, WA 98103
Avtech Corporation	All assets pledged pursuant to the terms hereof	3422 Wallingford Avenue North Seattle, WA 98103
Avtech Corporation	All assets pledged pursuant to the terms hereof	1813 - 1815 North 34th Street Seattle, WA 98103
Avtech Corporation	All assets pledged pursuant to the terms hereof	3421 Burke Avenue North Seattle, WA 98103
Avtech Corporation	All assets pledged pursuant to the terms hereof	3415 Stone Way North Seattle, WA
Malaysian Aerospace Services, Inc.	All assets pledged pursuant to the terms hereof	3500 - 188th Street SW Alderwood Business Center Lynnwood, WA 98037
Transicoil Corp.	All assets pledged pursuant to the terms hereof	9 Iron Bridge Dr. Collegeville, PA 19426
West Coast Specialties, Inc.	All assets pledged pursuant to the terms hereof	Lincoln Executive Center 3290 146th Place SE Bellevue, WA 98007

JURISDICTION OF FORMATION

<u>New Subsidiary</u>	<u>Jurisdiction</u>
Aviation Technologies, Inc.	Delaware
Avtech Corporation	Washington
Malaysian Aerospace Services, Inc.	Delaware
Transicoil Corp.	Delaware
West Coast Specialties, Inc.	Washington

Schedule II to Supplement No. 2 to the Guarantee and Collateral Agreement

Pledged Securities of the New Subsidiary.

CAPITAL STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interest</u>	<u>Percentage Of Equity Interests</u>
Aviation Technologies, Inc.	13	TransDigm Inc.	3,000 shares of Common Stock	100%
Avtech Corporation	1002	Aviation Technologies, Inc.	4,689 shares of Common Stock	100%
Malaysian Aerospace Services, Inc.	1	Aviation Technologies, Inc.	500 shares of Common Stock	100%
Transicoil Corp.	2	Aviation Technologies, Inc.	1,000 shares of Common Stock	100%
Transicoil (Malaysia) SDN BHD	22	Transicoil Corp.	650,000 ordinary shares	65%
West Coast Specialties, Inc.	007	Avtech Corporation	150 shares of Common Stock	100%

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date
Project Coffee Acquisition Co. (in favor of TransDigm Inc.)	\$300,000,000.00	February 7, 2007	N/A; Demand Promissory Note

Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

U.S. COPYRIGHTS OWNED BY AVIATION TECHNOLOGIES, INC.

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

Non-U.S. Copyright Registrations

None.

Non-U.S. Pending Copyright Applications for Registration

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

LICENSES

PART 1

LICENSES/SUBLICENSEES OF AVIATION TECHNOLOGIES, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

PART 2

LICENSEES/SUBLICENSES OF AVIATION TECHNOLOGIES, INC.
AS LICENSEE ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

PATENTS OWNED BY AVIATION TECHNOLOGIES, INC.

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Aviation Technologies, Inc.)

TRADEMARK/TRADE NAMES OWNED BY AVIATION TECHNOLOGIES, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

U.S. COPYRIGHTS OWNED BY AVTECH CORPORATION

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

Non-U.S. Copyright Registrations

None.

Non-U.S. Pending Copyright Applications for Registration

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

LICENSES

PART 1

LICENSES/SUBLICENSEES OF AVTECH CORPORATION
AS LICENSOR ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

None.

D. Others

None.

Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

PART 2

LICENSEES/SUBLICENSES OF AVTECH CORPORATION
AS LICENSEE ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

PATENTS OWNED BY AVTECH CORPORATION

U.S. Issued Patent

<u>Patent Numbers</u>	<u>Issue Date</u>
4,870,327	9/26/89
4,958,108	9/18/90

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Avtech Corporation)

TRADEMARK/TRADE NAMES OWNED BY AVTECH CORPORATION

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>Registration Date</u>	<u>U.S. REGISTRATION NO.</u>
IDEAS THAT FLY	USA	November 16, 1993	1804707

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

U.S. COPYRIGHTS OWNED BY TRANSICOIL CORP.

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

Non-U.S. Copyright Registrations

None.

Non-U.S. Pending Copyright Applications for Registration

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

LICENSES

PART 1

LICENSES/SUBLICENSEES OF TRANSICOIL CORP.
AS LICENSOR ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

PART 2

LICENSEES/SUBLICENSES OF TRANSICOIL CORP.
AS LICENSEE ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

PATENTS OWNED BY TRANSICOIL CORP.

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Transicoil Corp.)

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialties, Inc.)

U.S. COPYRIGHTS OWNED BY WEST COAST SPECIALTIES, INC.

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

Non-U.S. Copyright Registrations

None.

Non-U.S. Pending Copyright Applications for Registration

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialties, Inc.)

LICENSES

PART 1

LICENSES/SUBLICENSEES OF WEST COAST SPECIALTIES, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialties, Inc.)

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialties, Inc.)

PART 2

LICENSEES/SUBLICENSES OF WEST COAST SPECIALTIES, INC.
AS LICENSEE ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialities, Inc.)

Non-U.S. Trademark Applications

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialities, Inc.)

PATENTS OWNED BY WEST COAST SPECIALTIES, INC.

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(West Coast Specialties, Inc.)

TRADEMARK/TRADE NAMES OWNED BY WEST COAST SPECIALTIES, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

U.S. COPYRIGHTS OWNED BY MALAYSIAN AEROSPACE SERVICES, INC.

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

Non-U.S. Copyright Registrations

None.

Non-U.S. Pending Copyright Applications for Registration

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

LICENSES

LICENSES/SUBLICENSEES OF MALAYSIAN AEROSPACE SERVICES, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

None.

D. Others

None.

Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

LICENSEES/SUBLICENSES OF MALAYSIAN AEROSPACE SERVICES, INC.
AS LICENSEE ON DATE HEREOF

A. Copyrights

U.S. Copyrights

None.

Non-U.S. Copyrights

None.

B. Patents

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

C. Trademarks

U.S. Trademarks

None.

U.S. Trademark Applications

None.

Non-U.S. Trademarks

None.

Non-U.S. Trademark Applications

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

None.

D. Others

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

U.S. Issued Patent

None.

U.S. Pending Patent Applications

None.

Non-U.S. Issued Patent

None.

Non-U.S. Pending Patent Applications

None.

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Schedule III to Supplement No. 2 to the Guarantee and Collateral Agreement
(Malaysian Aerospace Services, Inc.)

TRADEMARK/TRADE NAMES OWNED BY MALAYSIAN AEROSPACE SERVICES, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

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JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of February 7, 2007, is entered into between AVIATION TECHNOLOGIES, INC., a Delaware corporation, AVTECH CORPORATION, a Washington corporation, TRANSICOIL CORP., a Delaware corporation, WEST COAST SPECIALTIES, INC., a Washington corporation, MALAYSIAN AEROSPACE SERVICES, INC., a Delaware corporation (each a "New Subsidiary" and collectively, the "New Subsidiaries") and CREDIT SUISSE, as Agent, under that certain Credit Agreement, dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007, and as amended from time to time (as amended, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

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

1. Each New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, each New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, each New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Loan Guarantors, to the Agent and the Lenders, the prompt payment of the Secured Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.
2. If required, each New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Agent in accordance with the Credit Agreement.
3. Each New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by each New Subsidiary upon the execution of this Agreement by each New Subsidiary.
4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.
5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

AVIATION TECHNOLOGIES, INC.
AVTECH CORPORATION
TRANSICOIL CORP.
WEST COAST SPECIALTIES, INC.
MALAYSIAN AEROSPACE SERVICES, INC.

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

Acknowledged and accepted:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as
Agent

by /s/ Jay Chall
Name: Jay Chall
Title:

by /s/ Laurence Lapeyre
Name: Laurence Lapeyre
Title: Associate

TransDigm Completes Acquisition of Aviation Technologies, Inc.

CLEVELAND, February 7, 2007 /PRNewswire-FirstCall/ — TransDigm Group Incorporated (NYSE: TDG) announced today that it has completed the acquisition of Aviation Technologies, Inc. (“ATI”) from Odyssey Investment Partners for a total enterprise value of approximately \$430 million in cash that was previously announced on January 9, 2007. TransDigm financed the acquisition primarily through a combination of senior and subordinated debt. The transaction will be accounted for under purchase accounting rules.

ATI, which is based in Seattle, WA, supplies innovative aerospace products to a diverse fleet of commercial and military aircraft, including the entire fleet of Boeing commercial aircraft, the Airbus A380 and A320, Embraer and Canadair regional jets as well as a broad range of business jets. ATI employs approximately 600 people in its operations in Seattle and Bellevue, WA, Collegeville, PA, and Malaysia. For the calendar year ended December 31, 2006, ATI is expected to have revenues of approximately \$105 million.

About TransDigm Group

TransDigm Group 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 ignition systems and components, gear pumps, mechanical/electromechanical actuators and controls, NiCad batteries/chargers, power conditioning devices, hold-open rods and locking devices, engineered connectors, engineered latches and cockpit security devices, lavatory hardware and components, specialized AC/DC electric motors and specialized valving.

Forward-Looking Statements

Statements in this press release which are not historical facts are forward-looking statements under the provisions of the Private Securities Litigation Reform Act of 1995, including expectations of future performance, profitability, growth and earnings. All statements other than statements of historical fact that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements, including, in particular, statements about our plans, objectives, strategies and prospects regarding, among other things, the acquired business. We have identified some of these forward-looking statements with words like “believe,” “may,” “will,” “should,” “expect,” “intend,” “plan,” “predict,” “anticipate,” “estimate” or “continue” and other words and terms of similar meaning. All forward-looking statements involve risks and uncertainties which could affect TransDigm Group’s actual results and could cause its actual results or the benefits of the ATI acquisition to differ materially from those expressed in any forward-looking statements made by, or on behalf of, TransDigm Group. These risks and uncertainties include but are not limited to ATI’s actual financial results for the calendar year ended December 31, 2006 may differ from expected results, difficulties encountered in integrating the companies or implementing

our strategic value drivers, and the effects of general and industry conditions. Except as required by law, TransDigm Group undertakes no obligation to revise or update the forward-looking statements contained in this press release.

CONTACT:

Sean Maroney
Investor Relations
216.706.2945
ir@transdigm.com

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