
**UNITED STATES
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): October 14, 2016

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

Delaware
(State or other jurisdiction
of incorporation)

001-32833
(Commission
File Number)

41-2101738
(IRS Employer
Identification No.)

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

44114
(Zip Code)

(216) 706-2960
(Registrant's telephone number, including area code)
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants' under any of the following provisions (see General Instruction A.2. below):

- 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.

On October 14, 2016, TransDigm Inc. (“*TransDigm*”), a wholly owned subsidiary of TransDigm Group Incorporated (“*TD Group*”), TD Group and certain subsidiaries of TransDigm entered into an Incremental Term Loan Assumption Agreement (the “*Assumption Agreement*”) with Credit Suisse AG, as administrative agent and collateral agent (the “*Agent*”), and as a lender, in connection with the Second Amended and Restated Credit Agreement, dated as of June 4, 2014, as amended by Amendment No. 1, dated as of June 9, 2016 (as so amended, the “*Credit Agreement*”), among TransDigm, TD Group, certain subsidiaries of TransDigm, the Agent and the lenders party thereto.

The Assumption Agreement, among other things, provides for (i) additional tranche F term loans in an aggregate principal amount equal to \$650 million, which were fully drawn on October 14, 2016 (the “*Initial Additional Tranche F Term Loans*”), and (ii) additional delayed draw tranche F term loans in an aggregate principal amount not to exceed \$500 million, which may be borrowed on or before October 31, 2016 (the “*Delayed Draw Additional Tranche F Term Loans*”), and together with the Initial Additional Tranche F Term Loans, the “*Additional Tranche F Term Loans*”). The terms and conditions that apply to the Additional Tranche F Term Loans are substantially the same as the terms and conditions that apply to the tranche F term loans under the Credit Agreement immediately prior to the Assumption Agreement.

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

Item 2.03. Creation of a Direct Financial Obligation.

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

Item 7.01. Regulation FD Disclosure.

On October 14, 2016, TD Group issued a press release (the “*Press Release*”) announcing that TD Group’s board of directors authorized and declared a one-time special cash dividend of \$24.00 on each outstanding share of common stock and cash dividend equivalent payments on options granted under its stock option plans. The record date for the special dividend is October 24, 2016, and the payment date for the dividend is November 1, 2016. The Press Release also announced TransDigm Inc.’s receipt of funding of the \$650 million term loan described above and the expectation of incurrence of an additional \$500 million of delayed draw incremental term loans, the proceeds of which will be used to repurchase its 7.50% Senior Subordinated Notes due 2021 in connection with a previously announced tender offer. A copy of the Press Release is furnished with this Current Report as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01 on Form 8-K and in Exhibit 99.1 is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in filings under the Securities Act of 1933.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibit is being furnished with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Incremental Term Loan Assumption Agreement, dated as of October 14, 2016, among TransDigm Inc., as borrower, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto, Credit Suisse AG, as administrative agent and collateral agent, and as a lender.
99.1	Press Release dated October 14, 2016.

Exhibit Index

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99.1	Press Release dated October 14, 2016.

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INCREMENTAL TERM LOAN ASSUMPTION AGREEMENT
dated as of October 14, 2016
relating to the
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
dated as of June 4, 2014,
among
TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE SUBSIDIARIES OF TRANSDIGM INC. FROM TIME TO TIME PARTY THERETO,
THE LENDERS PARTY THERETO
and
CREDIT SUISSE AG,
as Administrative Agent and Collateral Agent

—————

CREDIT SUISSE SECURITIES (USA) LLC
CITIGROUP GLOBAL MARKETS INC.,
MORGAN STANLEY SENIOR FUNDING, INC.,
UBS SECURITIES LLC,
BARCLAYS BANK PLC,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
GOLDMAN SACHS LENDING PARTNERS LLC,
and
HSBC SECURITIES (USA) INC.,
as Joint Lead Arrangers and Joint Bookrunners

—

INCREMENTAL TERM LOAN ASSUMPTION AGREEMENT dated as of October 14, 2016 (this "Agreement"), to the SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of June 4, 2014, as amended by Amendment No. 1 dated as of June 9, 2016 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TRANSDIGM INC., a Delaware corporation (the "Borrower"), TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), each subsidiary of the Borrower from time to time party thereto, the lenders party thereto (the "Existing Lenders"), and CREDIT SUISSE AG, as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

A. The Borrower has requested that the Persons set forth on Schedule I hereto (the "Additional Tranche F Term Lenders") make Incremental Term Loans in the form of additional Tranche F Term Loans in an aggregate principal amount of \$1,150,000,000 (the "Additional Tranche F Term Loans"), consisting of (i) \$650,000,000 (the "Initial Additional Tranche F Term Loans") to be made to the Borrower on the Initial Additional Tranche F Term Loan Effective Date (as defined below) and (ii) \$500,000,000 (the "Delayed Draw Additional Tranche F Term Loans") to be made to the Borrower on the Delayed Draw Additional Tranche F Term Loan Effective Date (as defined below).

B. The Additional Tranche F Term Lenders are willing to make (i) the Initial Additional Tranche F Term Loans to the Borrower on the Initial Additional Tranche F Term Loan Effective Date and (ii) the Delayed Draw Additional Tranche F Term Loans to the Borrower on the Delayed Draw Additional Tranche F Term Loan Effective Date, in each case, on the terms and subject to the conditions set forth herein and in the Credit Agreement.

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein (including in the recitals hereto) shall have the meanings given to them in the Credit Agreement. The rules of interpretation set forth in Section 1.03 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*. As used herein, the term "Additional Tranche F Transactions" means, collectively, (a) the execution, delivery and performance by each Loan Party of this Agreement, (b) the Borrowing of the Additional Tranche F Term Loans hereunder and the use of the proceeds thereof in accordance with the terms of the Credit Agreement and this Agreement, (c) the payment of a special dividend or other distribution to equity holders of Holdings (the "2016 Specified Dividend"), (d) the repurchase, redemption, satisfaction or discharge of the 2013 Senior Subordinated Notes (the "Subordinated Notes Refinancing") and (e) the payment of fees and expenses incurred in connection with the foregoing (the "Transaction Costs").

SECTION 2. Incremental Term Loan Commitments. %3. Each Additional Tranche F Term Lender hereby agrees, severally and not jointly, on the terms set forth herein and in the Credit Agreement and subject to the conditions set forth herein, %5. to make Initial Additional Tranche F Term Loans to the Borrower on the Initial Additional Tranche F Term Loan Effective Date in an aggregate principal amount not to exceed the amount set forth opposite such Additional Tranche F Term Lender's name on Schedule I hereto under the heading "Initial Additional Tranche F Term Loan Commitment" and %5. to make Delayed Draw Additional Tranche F Term Loans to the Borrower on the Delayed Draw Additional Tranche F Term Loan Effective Date in an aggregate principal amount not to exceed the amount set forth opposite such Additional Tranche F Term Lender's name on Schedule I hereto under the heading "Delayed Draw Additional Tranche F Term Loan Commitment". Amounts borrowed under this Section 2(a) and repaid or prepaid may not be reborrowed.

(b) Unless the context shall otherwise require, the Additional Tranche F Term Loans shall constitute additional "Tranche F Term Loans" and "Incremental Term Loans" and the Additional Tranche F Term Lenders shall constitute additional "Tranche F Term Lenders", "Incremental Term Lenders" and "Lenders", in each case for all purposes of the Credit Agreement and the other Loan Documents.

(c) The proceeds of the Additional Tranche F Term Loans shall be used solely (i) to finance a portion of the 2016 Specified Dividend, (ii) to finance the Subordinated Notes Refinancing, (iii) to pay the Transaction Costs and (iv) for general corporate purposes of the Borrower and its Subsidiaries, including, without limitation, Permitted Acquisitions.

(d) Unless previously terminated, (i) the commitments of the Additional Tranche F Term Lenders pursuant to clause (i) of the first sentence of Section 2(a) shall terminate upon the making of the Initial Additional Tranche F Term Loans on the Initial Additional Tranche F Term Loan Effective Date and (ii) the commitments of the Additional Tranche F Term Lenders pursuant to clause (ii) of the first sentence of Section 2(a) shall terminate upon the earlier of (x) the making of the Delayed Draw Additional Tranche F Term Loans on the Delayed Draw Additional Tranche F Term Loan Effective Date and (y) October 31, 2016.

SECTION 3. Conditions Precedent to Effectiveness. %3. The effectiveness of this Agreement and the obligations of the Additional Tranche F Term Lenders to make Initial Additional Tranche F Term Loans shall be subject to the satisfaction or waiver of the following conditions precedent (the date on which such conditions precedent are so satisfied or waived, the "Initial Additional Tranche F Term Loan Effective Date"):

(i) the Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of (i) the Borrower, Holdings and the Subsidiaries of the Borrower party to the Credit Agreement on the date hereof, (ii) the Agent and (iii) the Additional Tranche F Term Lenders;

(ii) at the time of and immediately after giving effect to the making of the Initial Additional Tranche F Term Loans and the application of the proceeds thereof, each of the conditions set forth in Section 4.01(b) and Section 4.01(c) of the Credit Agreement shall be satisfied; provided that, for purposes of the condition set forth in Section 4.01(b), the words “Second Restatement Date” set forth in Section 3.13(a) of the Credit Agreement shall be deemed to be “Initial Additional Tranche F Term Loan Effective Date” in each place they appear therein, the words “Second Restatement Transactions” in Section 3.13(a) of the Credit Agreement shall be deemed to be “Additional Tranche F Transactions” and the parenthetical in Section 3.13(a) of the Credit Agreement shall be deemed to be “(assuming for purposes hereof that the 2016 Specified Dividend is made on the Additional Tranche F Term Loan Effective Date)”;

(iii) the Consolidated Net Leverage Ratio and the Consolidated Secured Net Debt Ratio, in each case determined as of the Initial Additional Tranche F Term Loan Effective Date after giving effect to the Additional Tranche F Transactions, including the making of the Additional Tranche F Term Loans and the application of the proceeds thereof, shall be no greater than 7.25 to 1.00 and 4.25 to 1.00, respectively;

(iv) the Agent shall have received a certificate dated as of the Initial Additional Tranche F Term Loan Effective Date and executed by a Financial Officer of the Borrower with respect to the conditions set forth in paragraphs (b) and (c) above;

(v) the Agent shall have received a notice of borrowing with respect to the Initial Additional Tranche F Term Loans in accordance with Section 2.03 and Section 2.24(a) of the Credit Agreement;

(vi) the Agent shall have received a solvency certificate in form and substance reasonably satisfactory to the Agent to the effect that Holdings and its Subsidiaries, on a consolidated basis after giving effect to the Additional Tranche F Transactions, are solvent (within the meaning of Section 3.13 of the Credit Agreement, as modified in the same manner as set forth in clause (b) above);

(vii) the Agent shall have received legal opinions, board resolutions and other closing certificates consistent with those delivered on the Second Restatement Date;

(viii) the Agent shall have received, at least three Business Days prior to the Initial Additional Tranche F Term Loan Effective Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, that has been reasonably requested by the Agent or any Additional Tranche F Term Lender at least five Business Days prior to the Initial Additional Tranche F Term Loan Effective Date; and

(ix) the Agent shall have received (x) payment of all fees set forth in Section 4(a) hereof and (y) payment of all fees and reimbursement of all expenses separately agreed in writing by the Borrower and the arrangers of the Additional Tranche F Term Loans or required by Section 9.03 of the Credit Agreement or by any other Loan Document to be reimbursed by the Borrower on the Initial Additional Tranche F Term Loan Effective Date in connection with this Agreement and the transactions contemplated hereby to the extent invoiced at least one Business Day prior to the Initial Additional Tranche F Term Loan Effective Date.

The Agent shall notify the Borrower and the Lenders of the Initial Additional Tranche F Term Loan Effective Date, and such notice shall be conclusive and binding.

(b) The obligations of the Additional Tranche F Term Lenders to make the Delayed Draw Additional Tranche F Term Loans shall be subject to the satisfaction or waiver of the following conditions precedent (the date on which such conditions precedent are so satisfied or waived, the “Delayed Draw Additional Tranche F Term Loan Effective Date”):

(i) the Initial Additional Tranche F Term Loan Effective Date shall have occurred;

(ii) at the time of and immediately after giving effect to the making of the Delayed Draw Additional Tranche F Term Loans and the application of the proceeds thereof, each of the conditions set forth in Section 4.01(b) and Section 4.01(c) of the Credit Agreement shall be satisfied; provided that, for purposes of the condition set forth in Section 4.01(b), the words “Second Restatement Date” set forth in Section 3.13(a) of the Credit Agreement shall be deemed to be “Delayed Draw Additional Tranche F Term Loan Effective Date” in each place they appear therein, the words “Second Restatement Transactions” in Section 3.13(a) of the Credit Agreement shall be deemed to be “Additional Tranche F Transactions” and the parenthetical in Section 3.13(a) of the Credit Agreement shall be deemed to be “(assuming for purposes hereof that the 2016 Specified Dividend is made and the Subordinated Notes Refinancing is consummated on the Delayed Draw Additional Tranche F Term Loan Effective Date)”;

(iii) the Consolidated Net Leverage Ratio and the Consolidated Secured Net Debt Ratio, in each case determined as of the Delayed Draw Additional Tranche F Term Loan Effective Date after giving effect to the Additional Tranche F Transactions, including the making of the Additional Tranche F Term Loans and the application of the proceeds thereof, shall be no greater than 7.25 to 1.00 and 4.25 to 1.00, respectively;

(iv) the Agent shall have received a certificate dated as of the Delayed Draw Additional Tranche F Term Loan Effective Date and executed by a

Financial Officer of the Borrower with respect to the conditions set forth in paragraphs (b) and (c) above;

(v) the Agent shall have received a notice of borrowing with respect to the Delayed Draw Additional Tranche F Term Loans in accordance with Section 2.03 and Section 2.24(a) of the Credit Agreement; and

(vi) the Agent shall have received (x) payment of all fees set forth in Section 4(b) hereof and (y) payment all fees and reimbursement of all expenses separately agreed in writing by the Borrower and the arrangers of the Additional Tranche F Term Loans or required by Section 9.03 of the Credit Agreement or by any other Loan Document to be reimbursed by the Borrower on the Delayed Draw Additional Tranche F Term Loan Effective Date in connection with this Agreement and the transactions contemplated hereby to the extent invoiced at least one Business Day prior to the Delayed Draw Additional Tranche F Term Loan Effective Date.

SECTION 4. Fees. (a) On the Initial Additional Tranche F Term Loan Effective Date, the Borrower shall pay to the Agent, for the account of each Additional Tranche F Term Lender, a fee (the "Initial Additional Tranche F Upfront Fees") in an amount equal to 0.50% of the aggregate principal amount of the Initial Additional Tranche F Term Loans of such Additional Tranche F Term Lender on the Initial Additional Tranche F Term Loan Effective Date (which fee may be payable in the form of original issue discount). The Initial Additional Tranche F Upfront Fees shall be payable on the Initial Additional Tranche F Term Loan Effective Date in immediately available funds and, once paid, shall not be refundable under any circumstances.

(b) On the Delayed Draw Additional Tranche F Term Loan Effective Date, the Borrower shall pay to the Agent, for the account of each Additional Tranche F Term Lender, a fee (the "Delayed Draw Additional Tranche F Upfront Fees") in an amount equal to 0.50% of the aggregate principal amount of the Delayed Draw Additional Tranche F Term Loans of such Additional Tranche F Term Lender on the Delayed Draw Additional Tranche F Term Loan Effective Date (which fee may be payable in the form of original issue discount). The Delayed Draw Additional Tranche F Upfront Fees shall be payable on the Delayed Draw Additional Tranche F Term Loan Effective Date in immediately available funds and, once paid, shall not be refundable under any circumstances.

SECTION 5. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, Holdings and the Borrower represent and warrant to each of the Lenders (including the Additional Tranche F Term Lenders) and the Agent that (a) this Agreement has been duly authorized, executed and delivered by Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, and this Agreement constitutes a legal, valid and binding obligation of Holdings, the Borrower and the Subsidiaries of the Borrower party hereto, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and to general principles of equity; (b) after giving effect to this Agreement, the

representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Initial Additional Tranche F Term Loan Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date; provided that, (i) in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof and (ii) for purposes of the representation in Section 3.13(a) of the Credit Agreement, the words “Second Restatement Date” in each place set forth therein shall be deemed to be “Additional Tranche F Term Loan Effective Date”, the words “Second Restatement Transactions” shall be deemed to be “Initial Additional Tranche F Transactions” and the parenthetical in Section 3.13(a) of the Credit Agreement shall be deemed to be “(assuming for purposes hereof that the 2016 Specified Dividend is made on the Initial Additional Tranche F Term Loan Effective Date)” and (c) as of the Initial Additional Tranche F Term Loan Effective Date, after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from the borrowing of the Additional Tranche F Term Loans and the use of the proceeds thereof.

SECTION 6. Term Loan Borrowings. The Borrower and each Additional Tranche F Term Lender hereby agree pursuant to Section 2.24(d) of the Credit Agreement that the Additional Tranche F Term Loans made hereunder will be allocated ratably to each outstanding Borrowing of Tranche F Term Loans that are LIBO Rate Term Loans and ABR Term Loans under the Credit Agreement for purposes of determining the initial Applicable Rate thereon and Interest Period therefor.

SECTION 7. Other Agreements. (a) The Borrower hereby agrees that effective as of the Initial Additional Tranche F Term Loan Effective Date, the Tranche F Term Loans (including the Initial Additional Tranche F Term Loans) shall amortize as set forth on Schedule II(a) hereto, and the amount of each payment of principal in respect of the Tranche F Term Loans pursuant to Section 2.08(a)(iv) of the Credit Agreement shall, in lieu of the applicable amount set forth therein, be in the applicable amount set forth on Schedule II(a) hereto (as adjusted from time to time in accordance with the terms of Section 2.08(a)(iv) of the Credit Agreement).

(b) The Borrower hereby agrees that effective as of the Delayed Draw Additional Tranche F Term Loan Effective Date, the Tranche F Term Loans (including the Additional Tranche F Term Loans) shall amortize as set forth on Schedule II(b) hereto, and the amount of each payment of principal in respect of the Tranche F Term Loans pursuant to Section 2.08(a)(iv) of the Credit Agreement and Section 6(a) hereof shall, in lieu of the applicable amount set forth therein, be in the applicable amount set forth on Schedule II(b) hereto (as adjusted from time to time in accordance with the terms of Section 2.08(a)(iv) of the Credit Agreement and, in the event only a portion of the Delayed Draw Additional Tranche F Term Loans are borrowed, with each such payment ratably reduced by the aggregate amount of the Delayed Draw Additional Tranche F Term Loans commitments that expire or are terminated undrawn).

SECTION 8. Certain Post-Effectiveness Collateral Obligations. The Borrower shall deliver to the Agent each of the documents, and take each of the actions, specified in Schedule III hereto.

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

SECTION 10. Acknowledgement and Consent. Each Loan Party hereby acknowledges that it has read this Agreement and consents to the terms hereof and further hereby affirms, confirms and agrees that (a) notwithstanding the effectiveness of this Agreement, the obligations of such Loan Party under each of the Loan Documents to which it is a party shall not be impaired and each of the Loan Documents to which such Loan Party is a party is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects, in each case, as amended hereby; (b) its Guarantee of the Obligations, and the pledge of and/or grant of a security interest in its assets as Collateral to secure the Obligations, all as and to the extent provided in the Collateral Documents as originally executed, shall continue in full force and effect in respect of, and to secure, the Obligations (including the Additional Tranche F Term Loans); and (c) all the representations and warranties made by or relating to it contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Initial Additional Tranche F Term Loan Effective Date and on and as of the Delayed Draw Additional Tranche F Term Loan Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representation and warranty that already is qualified or modified by materiality in the text thereof.

SECTION 11. Joint Lead Arrangers and Bookrunners. The joint lead arrangers and bookrunners listed on the cover page hereof shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such.

SECTION 12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 13. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. The provisions of Sections 9.09 and 9.10 of the Credit Agreement shall apply to this Agreement to the same extent as if fully set forth herein.

SECTION 14. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[Remainder of page intentionally left blank]

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

TRANSDIGM INC.
ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AEROSONIC LLC
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONIC INSTRUMENTS LLC
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
BREEZE EASTERN LLC
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
HARCO LLC
HARTWELL CORPORATION
ILC HOLDINGS, INC.
ILC INDUSTRIES, LLC
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE INVESTMENTS, INC.
MCKECHNIE AEROSPACE US LLC
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SCHNELLER LLC
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKURKA AEROSPACE INC.
TELAIR INTERNATIONAL LLC
TELAIR US LLC
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
WHIPPANY ACTUATION SYSTEMS, LLC

By: /s/ Sean P. Maroney _____

Name: Sean P. Maroney

Title: Treasurer

[Signature Page to Incremental Term Loan Assumption Agreement]

TRANSDIGM GROUP INCORPORATED

By: /s/ Terrance M. Paradie

Name: Terrance M. Paradie

Title: Executive Vice President,
Chief Financial Officer and Treasurer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Sean P. Maroney

Name: Sean P. Maroney

Title: Vice President and Treasurer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Sean P. Maroney

Name: Sean P. Maroney

Title: Chairman of the Board and President

[Signature Page to Incremental Term Loan Assumption Agreement]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Additional
Tranche F Term Lender and as Agent

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Authorized Signatory

by

/s/ Warren Van Heyst

Name: Warren Van Heyst

Title: Authorized Signatory

[Signature Page to Incremental Term Loan Assumption Agreement]

Additional Tranche F Term Loans

<u>Additional Tranche F Term Lender</u>	<u>Initial Additional Tranche F Term Loan Commitment</u>	<u>Delayed Draw Additional Tranche F Term Loan Commitment</u>
Credit Suisse AG, Cayman Islands Branch	\$650,000,000	\$500,000,000
TOTAL	\$650,000,000	\$500,000,000

Tranche F Term Loan Amortization

DATE	SCHEDULED TRANCHE F TERM LOAN REPAYMENTS
December 31, 2016	\$5,979,826.71
March 31, 2017	\$5,979,826.71
June 30, 2017	\$5,979,826.71
September 30, 2017	\$5,979,826.71
December 31, 2017	\$5,979,826.71
March 31, 2018	\$5,979,826.71
June 30, 2018	\$5,979,826.71
September 30, 2018	\$5,979,826.71
December 31, 2018	\$5,979,826.71
March 31, 2019	\$5,979,826.71
June 30, 2019	\$5,979,826.71
September 30, 2019	\$5,979,826.71
December 31, 2019	\$5,979,826.71
March 31, 2020	\$5,979,826.71
June 30, 2020	\$5,979,826.71
September 30, 2020	\$5,979,826.71
December 31, 2020	\$5,979,826.71
March 31, 2021	\$5,979,826.71
June 30, 2021	\$5,979,826.71
September 30, 2021	\$5,979,826.71
December 31, 2021	\$5,979,826.71
March 31, 2022	\$5,979,826.71
June 30, 2022	\$5,979,826.71
September 30, 2022	\$5,979,826.71
December 31, 2022	\$5,979,826.71
March 31, 2023	\$5,979,826.71
Tranche F Maturity Date	Remainder

Tranche F Term Loan Amortization

DATE	SCHEDULED TRANCHE F TERM LOAN REPAYMENTS
December 31, 2016	\$7,232,959.54
March 31, 2017	\$7,232,959.54
June 30, 2017	\$7,232,959.54
September 30, 2017	\$7,232,959.54
December 31, 2017	\$7,232,959.54
March 31, 2018	\$7,232,959.54
June 30, 2018	\$7,232,959.54
September 30, 2018	\$7,232,959.54
December 31, 2018	\$7,232,959.54
March 31, 2019	\$7,232,959.54
June 30, 2019	\$7,232,959.54
September 30, 2019	\$7,232,959.54
December 31, 2019	\$7,232,959.54
March 31, 2020	\$7,232,959.54
June 30, 2020	\$7,232,959.54
September 30, 2020	\$7,232,959.54
December 31, 2020	\$7,232,959.54
March 31, 2021	\$7,232,959.54
June 30, 2021	\$7,232,959.54
September 30, 2021	\$7,232,959.54
December 31, 2021	\$7,232,959.54
March 31, 2022	\$7,232,959.54
June 30, 2022	\$7,232,959.54
September 30, 2022	\$7,232,959.54
December 31, 2022	\$7,232,959.54
March 31, 2023	\$7,232,959.54
Tranche F Maturity Date	Remainder

Post Initial Additional Tranche F Term Loan Effective Date Obligations

Within 90 days after the Initial Additional Tranche F Term Loan Effective Date (or such later date that the Agent in its reasonable discretion may permit), with respect to the below described Mortgaged Properties, the Agent shall have received (i) an amendment to the applicable Existing Mortgage in form and substance reasonably satisfactory to the Agent, (ii) evidence that a counterpart of such amendment to the Existing Mortgage has been recorded (or delivered to the appropriate Title Insurance Company subject to arrangements reasonably satisfactory to the Agent for recording promptly thereafter in the place necessary to create a valid and enforceable first priority Lien in favor of the Agent for the benefit of itself and the Secured Parties), (iii) a “date-down” endorsement to the existing Title Insurance Policy, which shall amend the description therein of the insured Existing Mortgage to include the amendment of the Existing Mortgage, and otherwise be in form and substance reasonably satisfactory to the Agent, (iv) a favorable opinion of counsel in the state in which such parcels of real property are located with respect to the enforceability of said amendment of the Existing Mortgage and such other opinions as Agent shall reasonably request, all in form and substance and from counsel reasonably satisfactory to the Agent and (v) such other information, documentation, and certifications (including evidence of flood insurance as may be required by applicable law) as may be reasonably required by the Agent, in each case with respect to the following Mortgaged Properties:

- a. 5000 Triggs Street, Los Angeles, CA 90022
- b. 900 South Richfield Road, Placentia, CA 92870
- c. 9810 6th Street, Rancho Cucamonga, CA 91730
- d. 450 Goolsby Blvd., Deerfield, FL 33442
- e. 320 S. Church Street, Addison, IL 60101-3750
- f. 2600 South Custer Ave., Wichita, KS 67217
- g. 1414 Randolph Avenue, Avenel, NJ 07001
- h. 313 Gillett Street, Painesville, OH 44077
- i. 4223 Monticello Blvd., South Euclid, OH 44121
- j. 1230 Old Norris Road, Liberty, SC 29657
- k. 8301 Imperial Drive, Waco, TX 76712
- l. 1043 North 47th Ave., Phoenix, AZ 85043-1817
- m. 6019 Powdermill Road, Franklin Twp., Kent, OH 44240-7109
- n. 8575 Helms Avenue, Rancho Cucamonga, CA 91730
- o. 2405 S. 3rd Ave., Union Gap, WA 98903
- p. 40 Orville Drive and 105 Wilbur Place, Bohemia, NY 11716



TransDigm Group Declares a Special Cash Dividend of \$24.00 Per Share and Announces Successful Completion of Incremental Term Loan

Cleveland, Ohio, October 14, 2016/PRNewswire / -- TransDigm Group Incorporated ("TransDigm Group") (NYSE: TDG) announced today that its board of directors has authorized and declared a special cash dividend of \$24.00 on each outstanding share of common stock and cash dividend equivalent payments under options granted under its stock option plans. The record date for the special dividend is October 24, 2016, and the payment date for the dividend is November 1, 2016.

TransDigm Group also announced today that it received the funding of the previously announced incremental term loans. TransDigm Group incurred \$650 million of incremental term loans on October 14, 2016 and expects to incur an additional \$500 million of delayed draw incremental term loans, the proceeds of which will be used to repurchase its 7.50% Senior Subordinated Notes due 2021 in connection with the previously announced tender offer.

W. Nicholas Howley, TransDigm Group's Chairman, President and Chief Executive Officer, stated, "Our regularly stated goal is to give our shareholders returns similar to well performing private equity funds while providing the liquidity of a public market. This special dividend is part of our ongoing efforts to actively manage our balance sheet as part of our program to meet that goal. We believe the credit market conditions continue to be favorable and provide us with the opportunity to accelerate returns to shareholders, reduce our overall average interest rate and extend maturities. The combination of current cash on hand, undrawn revolver, additional capacity under our credit agreement, and our typically strong quarterly cash generation should allow us adequate financial flexibility to meet the likely range of currently anticipated operating and acquisition needs."

Safe Harbor Statement

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All forward-looking statements involve risks and uncertainties that could cause its actual results to differ materially from those expressed or implied in any forward-looking statements made by, or on behalf of, TransDigm Group. These risks and uncertainties include but are not limited to: the conditions of the debt markets; interest rate changes; TransDigm Group's compliance with its debt covenants; local, regional, national and international economic and industry conditions; TransDigm Group's capital needs for acquisitions; and other factors. Further information regarding the important factors that could cause actual results to differ materially from projected results can be found in TransDigm Group's Annual Report on Form 10-K and other reports that TransDigm Group or its subsidiaries have filed with the Securities and

Exchange Commission. Except as required by law, TransDigm Group undertakes no obligation to revise or update any forward-looking statements contained in this press release.

About TransDigm

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

Contact:

Liza Sabol
Investor Relations
(216) 706-2945
ir@transdigm.com